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No. of  
Certificate }

Form No. 18.

*This is the Document marked "A" referred  
to in the Declaration of Henry John Ware and  
James Melrose made this 22<sup>nd</sup> day of June  
1898, Before me,*

*John Tatham Ware*  
*Commissioner*

"COMPANIES' ACTS, 1862 to 1879."

*This is the Document marked "A" referred  
(25 & 26 Vict., c. 89; 30 & 31 Vict., c. 131; 40 & 41 Vict., c. 26;  
to in the Declaration of Henry John Ware  
42 & 43 Vict., c. 76.)  
and James Melrose made this 27<sup>th</sup>  
day of July 1898, Before me,*

*John Tatham Ware*

UNLIMITED COMPANY.

R.I.L. ..

36193

29 JUL 1898

Application for a Certificate of Incorporation

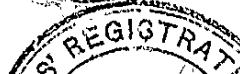
the

*Yorkshire Life and Life*

*Insurance* Company.

Companies Act, 1862, Section 183.

resented for Filing by



Application by the Yorkshire Fire and  
Life Insurance Company,

for a Certificate of Incorporation under the Companies' Acts  
1862 to 1879.

The Yorkshire Fire and Life  
Insurance Company,

constituted by Deeds of Settlement  
dated respectively the 20th day of July 1825, the 30th day  
of March 1828, the 31st day of March 1841, and  
dated the 20th day of April 1842 desires to register

itself under the Companies' Acts 1862 to 1879, and for that purpose, presents the undermentioned  
Documents for Registration under the said Acts.

Dated the twenty second  
day of August 1879.

J. C. Wainwright  
Secy  
Genl Manager

Documents presented for Registration with the foregoing  
Application.

1. Copy of the Deeds of Settlement  
constituting the Company.
2. List of the Members of the Company made up to the twentieth  
day of June 1898.
3. Statement of the Registered Office of the Company.
4. Copy resolution of the Company assenting to its registration.
5. Declaration by † Henry John Ware and James Melrose  
of the Company verifying the particulars set forth in the documents above mentioned.

† This Declaration must be by any two Directors, or any two other principal Officers of the Company.

DUNCOMBE PLACE,

YORK.

GRAY & DODSWORTH.

3rd August 1898.

Sir,

Yorkshire Insurance Coy:

No: 58411.

We beg to return herewith ~~our~~ duplicate Certificate of Incorporation with acknowledgment of receipt of original signed by the Secretary.

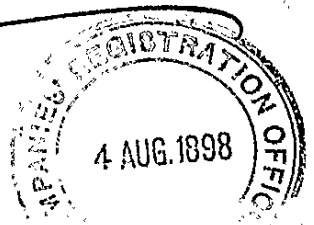
The Notice of Office has been duly signed, and is being stamped. We will forward the same to you along with 2d the cost of form, as soon as we receive it back from the stamp office.

We are, Sir,

Yours obediently,

*Gray & Dodsworth*

The Registrar of Companies.  
Somerset House W.C.



Form

1898 WILKSHIRE

FIRE AND LIFE

INSURANCE COMPANY'S

DEED OF SETTLEMENT

AND

SUPPLEMENTAL DEEDS.

*[Handwritten signature]*



58411

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29 JUL 1898

*Stamp*  
*£20.10.0 (Twenty pounds*  
*ten shillings)*

ARTICLES OF AGREEMENT indented, made, concluded, and fully agreed upon, this twentieth day of July, in the year of our Lord 1825, between David Russell of Clifton, in the county of York, gentleman, and Thomas Smith, of Huntington, in the county of York, esquire, alderman of the city of York, and the several other persons whose hands and seals are hereunto set and affixed, (except Jonathan Gray, of the city of York, gentleman, and Henry Bland, of Garrow-hill, in the county of York, esquire, John Pemberton, of the city of York, esquire, and Thomas Price, of Clementhorpe, in the suburbs of the city of York, esquire,) of the first part; the said Jonathan Gray and Henry Bland of the second part, and the said John Pemberton and Thomas Price, of the third part.

Whereas the several persons who are parties to these presents of the first, second, and third parts, in order to lay the foundation for establishing a Company for effecting Insurances against loss by fire, and on lives and survivorships, and the sale and purchase of annuities and reversions, and the endowment of children with an adequate and permanent fund for that purpose, and to be carried on in a manner conformable to the existing laws of Great Britain, have associated themselves by mutual consent, and agreed to raise among themselves, in shares of £50 each, the several sums set opposite to their respective hands and seals; but they do not assume, or pretend to assume, any

Recites the formation of the Company.

The capital to consist of the sums set opposite to the names of the parties.

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corporate name or character whatever, or to act in a corporate capacity, or in any manner like a corporate body; and it is now their wish to execute a deed for establishing the said Company under proper regulations, and in such manner to all intents, effects, constructions, and purposes, as shall be consonant to, and warranted by, the laws of Great Britain.

*Now these presents witness*, that in order to carry the intention of the said several persons, parties hereto, into effect, it is hereby declared and agreed, that this Company shall consist of the several persons, parties hereto.

That the sums set opposite to the names of the parties hereto, shall form the capital or stock of the said Company, and that the aggregate amount of such capital or stock shall be £500,000.

That the objects of the Company shall be to effect insurance against loss by fire, and on lives and survivorships, and the sale and purchase of annuities and reversions, and the endowment of children.

That if, by any occurrence, the capital or stock shall fall short of £500,000 the directors shall dispose of so many shares as will make up £500,000, on such terms as they shall think fit.

That the affairs of the Company be under the superintendence of *thirty* directors, exclusive of such additional directors elected by the shareholders in particular neighbourhoods as hereinafter mentioned. (See Appendix B.)

That each of the said persons parties to these presents shall be entitled, according to the extent of their respective

shares, to the benefits and advantages of proprietors of shares in the said Company, subject nevertheless to the terms, conditions, and stipulations hereinafter contained.

And whereas the following persons were the acting officers of the said Company, from the commencement of the affairs thereof, until the first annual meeting on the 30th day of March last, that is to say, *Trustees*—Ralph Creyke, esquire, George Strickland, esquire, George Lowther Thompson, esquire, and Paul Beilby Thompson, esquire. *Directors*—John Pemberton, esquire, chairman, John Lewis Eyre, esquire, deputy chairman, Sir Henry John Goodricke, of Ribston, baronet, Robert Appleby, of Wolviston, in the county of Durham, esquire, George Francis Barlow, of Ribston, esquire, John Broadley, of South Ella, Hull, esquire, Robert Cattle, of York, gentleman, John Catton, of York, gentleman, Ralph Creyke, jun., of Rawcliffe, esquire, Robert Dixon, of Lonsborough, esquire, George Dodsworth, of Wheldrake, gentleman, Richard Drake, of York, esquire, William Joseph Ellis, of York, esquire, Amaziah Empson, of Spellow Hall, esquire, the said Jonathan Gray, William Hutchinson Hearn, of York, esquire, William Hotham, of Highthorne, esquire, Joseph Mawman, of London, gentleman, Richard Price, of Kennington, esquire, the said David Russell, Philip Saltmarshe, of Saltmarshe, esquire, George Strickland, of Newton, esquire, John Swann, of Askham Richard, esquire, Avison Terry, of Hull, esquire, Thomas Thompson, of Bishop Wearmouth, Durham, esquire, Daniel Tuke, of York, gentleman, Samuel Tuke, of York, gentleman, John Wormald, of Fulford, gentleman, Isaac Spencer, junior, of Poppleton, esquire, and Isaac Wilson, of Kendall, esquire. *Auditors*—William Dunsley, esquire, and John Cowham Parker, of Hull, esquire. And whereas the said annual meeting held on the 30th day of March last, the following persons were elected officers of the said Company. *Directors*—The said John Pemberton, chairman, the said Henry Bland and Thomas Price, deputy chairmen, the said George Francis Barlow, the said John

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Broadley, Samuel Burstall, of Hull, esquire, the said Robert Cattle, George Codd, of Hull, esquire, Sir William Bryan Cooke, of Wheatley, baronet, the said Ralph Creyke, junior, the said Richard Drake, the said William Joseph Ellis, the said Jonathan Gray, the said William Hutchinson Hearon, the said William Hotham, John Howard, of Ripon, esquire, William Leatham, of Wakefield, esquire, John Robert Mills, of York, esquire, Thomas Wilson Preston, of York, esquire, the said David Russell, the said Thomas Smith, the said George Strickland, the said John Swann, Daniel Sykes, of Raywell, esquire, the said Avison Terry, the said Daniel Tuke, the said Samuel Tuke, Charles Whitaker, of Hull, esquire, Thomas Wood Wilson, of York, esquire, and the said John Wormald. *Auditors*—Henry Broadley, of Hull, esquire, the said John Catton, the said John Lewis Eyre, and the said Robert Swann. And whereas Joseph Egginton, of Hull, esquire, hath been duly elected a director by the shareholders resident in Hull, for the current year.

Now these presents further witness that it is hereby further declared and agreed that the several appointments of the said several persons who acted as officers of the said Company, previous to the said 30th day of March last, and also the several appointments of the said several persons who have been elected officers of the said Company, for the current year, and all acts, matters, and things which have been made, done, or executed by them respectively, in conformity with these presents, shall be, and the same are, hereby declared and agreed to be valid.

And that out of the funds of this Company, interest at the rate of £4 per cent. on the amount of the deposits which shall have been called for, shall be annually paid or divided amongst the shareholders by equal yearly payments, upon the first day of November in each year; the first payment to be due, and be made on the first day of November, 1825, but no shareholder shall be entitled to receive his or her dividend, until he or she shall have duly signed and sealed these presents.

\* That at the end of every five years or oftener, if an extraordinary meeting of the directors specially convened, shall think proper, a bonus, by way of profit to the shareholders on insurances against fire, shall be declared out of the funds of the Company in the manner hereinafter mentioned, a careful investigation of the affairs of the Company having been previously made.

\* That no bonus shall, however, be declared, nor shall any division of profit be at any time made, without the approbation and concurrence of a majority of all the directors for the time being.

\* That 20 per cent. upon the annual profits from or in respect of the fire insurances, shall be added to the capital stock vested in the trustees, unless a majority of all the directors for the time being, shall determine to the contrary. And that the whole of the premiums paid on assurances on lives, after deducting the charges, losses and expenses incident thereto, and arising in respect thereof, shall be added in like manner as last aforesaid, during the term of ten years, commencing from the 26th day of July, 1824, and after the expiration of the said term, such a proportion of the premiums received upon insurances in the life department, shall be added to the said capital stock and capital vested in the trustees, as a majority of the directors at an extraordinary board shall determine. And that no bonus shall be declared, unless the same can be made without affecting or diminishing such additions to and augmentations of the said capital stock as aforesaid.

† And that thirty directors of the Company shall every year be chosen and appointed by ballot from amongst the proprietors duly qualified as after-mentioned, at and by the general annual court of proprietors, to be held in the month of March.

\* These provisions have been repealed by subsequent deed of 1858. Appendix A.

† See Appendix B.

That a chairman and two deputy chairmen of the Company, shall be annually elected by the directors from among themselves, at the first general board of directors, to be holden after the annual meeting of proprietors in every year, and in case of a vacancy in the office of chairman or deputy chairman, by death, resignation, or otherwise, the said directors shall also proceed at the then next court of directors, to fill up the vacancy thereby occasioned.

That in case of the death, resignation, or removal of any of the *thirty* directors so appointed as aforesaid, the remaining directors for the time being shall have full power to fill up the vacancy or vacancies so occasioned, and the person or persons to be by them appointed shall be authorised to act as directors, until the next annual meeting of the proprietors.

That no person shall hereafter be capable of being elected a director of the company, if at the time of his election he shall not be a proprietor in the capital stock thereof in his own right to the amount of thirty shares at the least, or if he shall be a director or other officer in any other assurance office, and that if, after his election, he shall cease to hold such a number of shares as aforesaid, or become a director or other officer in any other office, association, company, or corporation for assurances, his said office shall thenceforth cease and be vacant.

That at least one third part of the *thirty* directors so to be appointed, shall be chosen from amongst proprietors so qualified as aforesaid, who shall be resident in the city of York, or within six miles of the cathedral of the same city.

That every meeting consisting of five or more directors for the time being, shall be and be styled "A Board of Directors," and that *five directors shall be sufficient to constitute an ordinary board.\**

\* *That not less than nine directors shall be present at every extraordinary board of directors, both at the com-*

\* Repealed by Deed of 1st July, 1833.

*menement of the business, and also when a decision shall take place upon the whole or any part of the business then depending.*

That the minutes of all proceedings at the board of directors, shall be entered and kept in proper books for that purpose, and signed by the chairman of such meeting, and such signature shall be conclusive evidence of the determination of such meeting.

That no directors shall, at any board of directors, have more than one vote, except the person in the chair, who shall, besides his vote as an individual, have a casting vote on all questions, where the votes shall happen to be equal.

That in all respects not herein provided for, the board of directors shall be regulated, and the business thereof conducted and decided upon, as all or the major part of the directors present shall think proper.

That whenever five hundred shares or upwards shall be held by the proprietors resident in any one city, town, or place, or within six miles of the same, the majority in value of such proprietors by writing under their hands, shall or may every year nominate and appoint any person duly qualified in manner hereinbefore mentioned to be a director of the Company; and such person so appointed, and whose appointment shall have been transmitted to the clerk of the board of directors, shall be added to the thirty directors hereinbefore mentioned, and shall be empowered to act as a director until the ensuing annual meeting, and in case of his death or resignation, another director so qualified, as aforesaid, may be appointed in his place in like manner.

That the directors for the time being of the Company, shall once in every year at the least, viz., on some day in the month of March in each year, call a general court or meeting of the proprietors by advertisement, in at least three newspapers then circulated in the county of York,

seven days at least previous to the day of meeting, and that the said general court shall have full power to superintend, inspect, regulate, and control the affairs and concerns of this Company.

That besides the said yearly general courts of proprietors, an extraordinary general court may at any time be called by the board of directors, on advertising the same in such three papers as aforesaid, at least fourteen days previous to the day of meeting.

That if the board of directors shall at any time receive a requisition in writing, under the hands of proprietor, holding one thousand shares or upwards, in the capital stock of the Company in their own right, to call an extraordinary general court or meeting of proprietors on the affairs of the said Company, the court of directors shall, within seven days after such requisition shall have been left at the office of the Company, proceed to call such meeting by public advertisement in such papers as aforesaid, provided in every such requisition, the purpose or object for which such extraordinary general court is required, be fully explained.

That if, after such requisition to the board of directors for calling an extraordinary general court, shall have been left at the office of the Company seven days, the board of directors shall neglect or refuse to call such meeting, then and in such case, it shall be lawful for the proprietors signing the requisition, to call an extraordinary general court by advertisement, in at least three newspapers circulating in the county of York, at least fourteen days before the time fixed for holding the same, provided the purpose or object for which such extraordinary general court is required, be fully explained in such advertisement.

That the board of directors shall require from the actuary, and any other agents, clerks, and servants of the Company, such security as they may deem reasonable for good conduct and fidelity, while in the service of the

Company, and allow them out of the funds or property of the Company, such salaries, wages, or allowances, as they from time to time shall think proper.

That the directors shall always be provided with a house, or apartments, and such other buildings as may be necessary for managing the concerns of the Company, and for the purpose it shall be lawful for the board from time to time, at all times, out of the funds or property of the Company, to take or purchase in the names of the Company, any house or other buildings, or to purchase improvements for the purpose of erecting such offices or buildings, or of altering or enlarging any existing buildings, and also to sell, lease, or otherwise dispose of the same, and give discharges for the purchase-money of such premises; and all such property so purchased by the said directors, shall be or be deemed as or in the nature of personal estate, and part of the assets of the Company.

That the board of directors shall be at liberty to permit their secretary or actuary, or one or more of the inferior clerks and servants, to reside in the house of the Company on such terms as they may think proper.

That the directors may engage and employ such officers, clerks, and assistants, as they shall think necessary for carrying on the concerns of the Company, and shall take such security as they deem proper, and make such compensation to them for their services as they think fit; and may suspend, remove, or dismiss them, when and as they shall see occasion.

That it shall be lawful for the board of directors to effect assurances against loss by fire, and on lives and survivorships, and to sell or purchase annuities and reversions, and to effect endowments of children, on behalf of the Company, at such rates and on such terms as they shall from time to time think proper, and have on such funds, and on the participating system provided for the capital for

That it shall be wholly in the discretion of the board of directors to accept or refuse proposals for assurances against fire, or on lives and annuities, or other assurances or endowments, or sales for purchases of annuities or reversions.

That the board of directors shall cause all policies and annuity securities which shall be issued by the Company to be signed by three directors at the least, and the chairman or one of the deputy chairmen be one of the three.\*

That the board of directors may redeem or repay any annuities or policies granted by the Company at such price and upon such terms as they shall think reasonable.

That the board of directors shall be at liberty to accept from any annuitant or any person assured by the Company, a surrender of his or her annuity or policy, upon such terms as they shall think fit.

\* That the highest amount to be insured against fire upon any one common risk whatever, shall not exceed £6000, and upon any one hazardous risk, shall not exceed £4000, and upon any one doubly hazardous, shall not exceed £2000. And that the directors shall, from time to time, declare and determine what shall be considered as common risks, hazardous risks, and doubly hazardous risks, respectively. Provided nevertheless, that at an

\* By a Supplemental Deed dated the first day of July, 1833, the clauses in italics were repealed, and the following provisions made, viz.: "That the board of directors shall cause all policies and annuity securities, which shall be issued by the Company, to be signed by three directors at the least."

"That the highest amount which shall be hereafter insured on any one risk, whether of Fire or Life, shall not exceed £20,000."

"And that if the sum to be so insured on any one risk shall exceed £10,000, the directors shall, as soon as conveniently may be, reinsure the excess above £10,000 in some other approved office or offices of insurance. But, nevertheless, the foregoing restrictions as to the amount of insurance, and as to re-insurance, shall not extend, or be deemed to extend, to any policies against fire in which there shall be contained an average clause, providing that, when goods are insured for more than their value, the Company shall only be liable for the proportion of loss as the sum insured shall bear to the full value."

extraordinary board of directors, insurances against fire may be effected on any common risk to the amount of £10,000, and upon any one hazardous risk to the amount of £6000, and upon any one doubly hazardous risk to the amount of £3000, with the consent, in each case, of two thirds at least of the members present at such extraordinary board.

\* That the highest amount of an assurance or assurances on one and the same life, or any contingency which may give a right on the death of any one person, shall not exceed £3000. Provided nevertheless, that at an extraordinary board of directors, such insurance on life as aforesaid, may be insured to the amount of £5000, with the consent of two-thirds at the least, of the members present at such extraordinary board.

That in case a majority of all the directors for the time being shall be of opinion that any individual director or auditor has acted contrary to the true interests of the Company, it shall be lawful for such majority of directors to suspend such director or auditor so acting prejudicially to the Company, but the director so suspended, may appeal to the next general court, or to an extraordinary general court of proprietors, who shall confirm or disannul such order of suspension.

That the board of directors is hereby authorised to appropriate and apply so much of the funds of the Company, as may by them be deemed reasonable, towards defraying the general expenses of carrying on the business of the Company.

That so much and such part of the funds or property of the Company as shall from time to time remain undistributed and undisposed of, after making provision for the payment of expenses, and for answering the claims which persons assured and annuitants shall, from time to time, have on such funds and property, (except only the subscription capital for the time being, which shall remain

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outstanding in the hands of the proprietors,) shall be laid out and invested by the court of directors in the public stocks or funds of Great Britain, or in navy or exchequer bills, or at interest on government securities, or securities on freehold, leasehold, or copyhold lands, tenements, and hereditaments, in the kingdom of Great Britain, or in the purchase of annuities or reversions in the names of the trustees, debentures or bonds or perpetual debenture stock of such railway company or of such securities guaranteed by government as the directors shall approve (1858). Also in any of the public stocks, or funds, or government bonds or securities of any dominion, colony, or dependency of the United Kingdom (including India), not being bonds or other securities transferable by delivery only, and without writing (1871), for the benefit of the Company, subject to the regulations hereinafter contained, and in the mean time, shall from time to time, be placed in the hands of the banker or treasurer of the Company, in the names of the said trustees, and that no monies shall be withdrawn from any banker or treasurer of the Company, unless the cheque or order for that purpose shall be signed by three or more of the directors, of whom the chairman or a deputy chairman for the time being shall be one.

That it shall be lawful for the board of directors from time to time, and as often as they shall think proper, to cause any of the funds or property of the Company to be laid out and invested as aforesaid, and the accumulations thereof to be transferred, changed, and varied into any other such stocks, funds, and securities.

That it shall be lawful for any board of directors consisting of nine or upwards, to come to a resolution, that all the proprietors of shares in the Company, shall be called upon to pay at any time after the expiration of twelve calendar months from the time of such resolution, such further instalments not exceeding £5 per cent. on each share, as such board of directors shall think necessary, and so from time to time, as often as in the opinion of any such board of directors as aforesaid, there shall be occasion, but

so nevertheless that no proprietor shall be liable to pay more in the whole, than £50 on or for each share.

That whenever a board of directors shall have resolved that a further instalment shall be called for, the said board of directors shall within seven days, cause a circular letter to be sent to each proprietor, informing him or her of such resolution, and of the days fixed for the payment of the same, and in default of payment, within the time so fixed for the payment thereof, such board shall within seven days after such default made, cause circular letters to be sent to the respective proprietors making default, respectively, requiring payment within fifteen days after such default, on pain of forfeiture.

That upon the neglect or refusal of any proprietor, or of his or her heirs, executors, administrators, legatees, or next of kin, to pay such further instalment on the day to be appointed for the payment thereof, and for the space of fifteen days thereafter, or upon the neglect or refusal of any executor, administrator, legatee, or next of kin, desirous of becoming a proprietor in the Company, or of any purchasers of shares, to execute within the time hereinafter prescribed, such deed of covenant as hereinafter mentioned, then and in either of the said cases, it shall be lawful for such board of directors as aforesaid, to declare that the shares of the person or persons who shall so neglect or refuse as aforesaid, and the advantages incident to the same, shall thenceforth be forfeited to, and become a part of, the subscription capital of the Company, and to expel from the Company the person or persons whose share or shares shall be so forfeited.

That notwithstanding the clause hereinbefore contained, it shall be lawful for the court of directors, if they shall think fit, to enforce payment of such further instalments as aforesaid, instead of declaring such share or shares in the capital of the Company to be forfeited.

That the board of directors shall, without delay, sell or cause to be sold for the benefit of the Company, to any

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person or persons willing and qualified to become a proprietor or proprietors, in respect thereof, all such shares in the capital of the said Company, as shall be so declared to be forfeited as aforesaid, or at their discretion shall suffer the same to sink into and become a part of the subscription capital stock of the Company, but so as not to reduce the capital of the Company below the sum, £500,000.

That it shall be lawful for a board of directors to make such bye-laws or rules relative to the affairs of the Company as they shall think proper, so that the same be not repugnant to the fundamental principles or constitution of the Company, as established and settled by, or by virtue of these presents, and from time to time to alter or repeal all or any of such bye-laws or rules at their discretion.

That subject and without prejudice to the powers hereinafter given to the general courts of proprietors, the board of directors shall have the entire management and superintendence of the affairs and concerns of the Company, and shall direct the manner of keeping the accounts, and alter the same from time to time, as they shall find expedient, and shall in all cases, provided for by these presents, or hereafter to be provided for by the general courts of proprietors, act in strict conformity to the laws and regulations hereby established or hereafter to be established, by the said general courts; but in cases not in express terms provided for by these presents or by the general courts, it shall be lawful for the board of directors to act in such manner as shall appear to them best calculated to promote the welfare of the Company.

That the auditors of the Company shall consist of four members of the said Company, to be elected and chosen yearly at the annual court of proprietors in March, or in case of any vacancy by death, resignation, or otherwise, then at an extraordinary court of proprietors, to be called for the purpose.

That no person shall be elected an auditor of the Company, unless he shall be a proprietor of thirty shares at the time in his own right in the capital of the Company, nor shall he be an auditor or other officer in any other assurance company, and if, after his election, he shall cease to hold such number of shares as aforesaid, or shall become an auditor or other officer in any other office or company for assurances, his said office shall determine.

That the accounts shall be annually audited by two at least of such auditors, who shall have, and are hereby invested with, full and sufficient power and authority to call for and require all such vouchers, documents, books, and papers as they shall deem necessary to enable them to investigate and ascertain the state of the accounts of the Company.

\* That the trustees of the Company shall consist of four persons, and that any vacancy which may happen by death, resignation, or otherwise, amongst the present

\* Reduced to three, by Deed 1st July, 1833.

By a Supplemental Deed, dated the 28th of March, 1837.—Reciting that the vesting in the names of the said three trustees of mortgages, bonds, and other redeemable securities of real and personal estate, which were liable to be frequently changed and transferred, had been found to be inconvenient, on account of some of the trustees having occasion, from time to time, to be absent, and that, therefore, it would be convenient, if the directors were empowered to nominate for the purpose of being trustees of redeemable securities, such three persons as they might, from time to time, think convenient, having regard to the probability of their being likely to be permanently resident, and accessible for the purpose of executing deeds, releases, and other assurances when required.

It is provided, "That it shall be lawful for a majority of all the directors for the time being, to nominate, from time to time, for the purpose of being trustees of redeemable securities, such three persons as they shall think proper, and in like manner, from time to time, to revoke such appointment.

That it shall be lawful for a majority of all the directors for the time being, to nominate, from time to time, if they shall think proper, for the purpose of being trustees of redeemable securities in Scotland, three persons, and in like manner, from time to time, to revoke such appointment.

That, nevertheless, nothing therein contained shall prevent the three existing trustees of the Company, and their successors, from being nominated in any redeemable securities, whenever the directors may deem it expedient.

That the several clauses and provisions thereinbefore recited, as to the duties, powers, and responsibilities of the trustees of the Company, shall be construed, deemed, and taken to apply to the trustees of redeemable securities to be appointed by virtue of the said supplemental deed.

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trustees or any future trustees, shall be filled up at a general meeting of the proprietors.

That the property, estate, and effects of the Company shall be vested in such trustees in trust for the said Company and its several proprietors for the time being, according to their respective shares, and that such trustees, with and by the approbation and requisition of a court of directors, shall have full power to grant, make, and execute, and take and accept for, and on behalf of, the Company, in such a manner and form as the counsel for the time being for the Company shall advise, all or any purchases, mortgages, conveyances, assurances, or other deeds, instruments, and securities whatsoever, and also to commence, prosecute, and defend every or any suit, or action and proceeding whatsoever, relative to or in respect of the same, as shall be deemed requisite or expedient.

That the directors shall have a power to take from such trustees a deed or instrument, declaring that the said trustees, their heirs, executors, and administrators respectively, shall and will stand seized, possessed of, and interested in all and singular the estates, property, and effects whatsoever of or belonging to the Company, which shall from time to time, or at any time, be vested in them, or come to their hands as such trustees, either solely or jointly with others, in trust only for the directors for the time being of the said Company, to be applied by them for the benefit of the several members and proprietors for the time being of the said Company, according to their several and respective shares and interest therein, and upon further trust, to convey and assign, apply, dispose of, and assure the same and every or any part thereof in such manner, and for such intents and purposes, as the board of directors for the time being of the said Company (not being such trustees or trustee) shall, by order under their hands or from time to time, direct or appoint. And that in the meantime, and until such deed or deeds shall be executed by such trustee or trustees, he or they shall stand and be possessed of the said monies and property upon the trusts and for the purposes aforesaid.

That the receipt or receipts in writing, of any two or more of the trustees, for any money, funds, or other property of the Company, which may be paid or delivered to them, shall effectually discharge the person or persons paying or delivering the same, from being obliged to see to the application or disposal thereof, or from being answerable or accountable for any misapplication or improper disposal of the same.

That in case the trustees of the Company, or any of them, shall withdraw any money, notes, bills, bonds, or other property or securities, for any other purpose than for the use of the said Company, every such trustee shall forfeit all his share or shares and beneficial interest whatsoever of and in the capital stock or profits of the Company, to and for the use of the said Company, and shall no longer be considered, or have any of the privileges of, a member thereof, but shall be subject and liable to pay the amount of such money, property, or securities, so improperly withdrawn.

That any director or auditor, or the chairman or either of the deputy chairmen of the Company, may at any time vacate his office, by sending in his resignation in writing to the board of directors, and from the time of the delivery thereof, his office shall be considered as vacant.

That the directors, auditors, trustees, actuaries, and other officers, for the time being, of the Company, shall all times be indemnified and saved harmless out of the funds of the Company, from and against all charges, damages, and expenses which they shall or may incur sustain respectively in the due and regular execution of their respective offices, and that none of them shall be answerable for the acts or defaults of any other or others of them, or for joining in any receipts for the sake of conformity only, nor be answerable for any banker or other person with whom any monies, effects, or property belonging to the Company, shall be lodged or deposited safe custody, or for the insufficiency or deficiency of security, upon which any monies of or belonging to

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Company, shall be placed out or invested, or for any other loss, misfortune, or damage which may happen to the property of the Company in the due execution of their respective offices or trusts, or in relation thereto, except the same should happen by or through his or their own wilful neglect or default respectively.

**Power of general courts.** That a general court of proprietors shall have full and absolute power and authority to consider, treat of, and determine upon, and make regulations concerning all matters and things whatsoever, relating to the Company and its affairs, and the support, preservation, and prosperity thereof, and all and every the members of the said Company shall conform to, obey, and abide by, the same accordingly.

**Chairman.** That the chairman of every court of proprietors shall be chosen by a shew of hands of the majority of the proprietors present, without reference to the number of their shares, or to proxies.

**Number of votes in right of shares.** That at all general and extraordinary courts of proprietors, every proprietor who shall possess less than ten shares shall be entitled to one vote; and every proprietor who shall possess ten shares, and less than twenty shares shall be entitled to two votes; and every proprietor who shall possess twenty shares \* and not exceeding fifty shall be entitled to three votes; and every proprietor who shall possess above fifty shares shall be entitled to four votes; and that the majority of votes at any meeting duly convened, shall bind the meeting, and the Company, and the members thereof.

**Proxies.** That proprietors being either females, or persons resident upwards of twenty miles from the city of York, may vote by proxy, provided the proxy be a proprietor, and that the authority to vote be written, signed, and dated by the proprietor giving the same authority, or if not in the hand-writing of the proprietor, to be signed by him or her, and dated and authenticated by an agent or a pro-

\* Added by Deed of July 1st, 1833.

prietor, and stating, except in the case of ladies, the person's place of abode, and be in force only for the meeting to which the same shall particularly refer; and that every proprietor who shall have appointed such proxy as aforesaid, shall for all the purposes of the general courts or of the ballot or ballots for which the proxy shall have been appointed, be considered as present by such proxy, except as to the choice of a chairman, and all the votes and acts of the proxy in that capacity shall be as valid and effectual as the votes and acts of the proprietors appointing him would have been, if such proprietors had been present, and had personally voted and acted at any such ordinary or extraordinary general court or ballot; but no proprietor shall hold the proxies of more than three persons: Provided always, that all authorities to vote by proxy be transmitted to the secretary one day previous to the meeting, and a list thereof, stating the persons granting the same, and the persons authorised to act, be hung up in the room at the commencement of the meeting for which they had been given.

That all meetings whatsoever, whether of proprietors or directors, shall be held in the city of York, except district meetings for the election of a director in respect of such district. Meetings to be held at York.

That at every general court twenty proprietors at the least, duly qualified to vote, shall be personally present at the commencement, and also when a decision shall take place, upon any part of the business to be there transacted, or no business shall be concluded at such meeting, after it shall be ascertained that twenty proprietors are not present, and any proprietor may require the number of proprietors to be counted, for the purpose of having the meeting dissolved. Not less than twenty proprietors to form a court.

That any general court may be adjourned for any other cause than an insufficiency of members, and the adjourned court may be held either from hour to hour, or from day to day, or at such other time or times, and in such manner, as the proprietors present at the original court, or at any adjournment thereof, shall think proper. Power to adjourn court.

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That the person in the chair at a general or extraordinary general court, shall not only have the like privilege with the other proprietors present, of voting upon all questions agitated at that meeting, but shall likewise have the privilege of a casting vote, where the votes shall happen to be equal.

That the minutes of the proceedings of every general or extraordinary general court, shall be entered and kept in a book, and signed by the person in the chair.

At an extraordinary court, no business shall be transacted at any adjourned general court, besides the business which may have been left unfinished at the general court from which such adjournment took place.

That a court of forty\* proprietors shall have power to allow and order out of the funds of the Company an annual, or other sum or sums of money to the directors for the time being of the Company, as a remuneration for their time and trouble in attending to the concerns thereof, which said annual or other sum or sums the said directors shall have full power and authority to appropriate to their own use in such manner, and in such proportions as may be agreed upon amongst themselves, and also a like power to allow to the auditors of the Company such sum or sums of money, as shall by the said court be deemed reasonable and sufficient for auditing and stating the accounts of the Company; and the trustees of the said Company for the time being are hereby required from time to time to pay or accede to the payment of such sum or sums of money accordingly.

That all the members of the Company shall be at liberty to view and inspect at the office of the Company, at all reasonable and convenient times, upon giving three days' previous notice thereof, in writing to the secretary for the time being of the Company, as well this deed of settlement

\* See Appendix B.

as all other subsequent deeds or instruments in writing, and rules, and orders of the Company for the time being, but no such examination or inspection shall take place, unless in the presence of at least one of the directors for the time being.

That no proprietor shall, unless by means of his or her marriage, or by virtue of some will or settlement, or letters of administration, be capable of holding at any one time for his or her own benefit, more than fifty\* shares in the capital of the said Company.

That no proprietor shall be liable to pay any instalment on his or her share or shares, until two calendar months shall have expired from the time when an extraordinary court of directors shall have come to a resolution to call for such future instalment, nor until such circular letter as hereinbefore mentioned to be required in such cases shall have been sent to him or her, apprising him or her thereof, nor shall any such instalment exceed £5 per cent. on each share, nor be called for at shorter intervals than three calendar months from any preceding call, but every further instalment so called for shall be punctually paid on or before the day which, by the said circular letter, shall be appointed for the payment thereof.

That no person shall be entitled to any benefit as a proprietor, until he shall have executed these presents or a deed of acceptance thereof, and paid all such calls as shall have been made, so far as the same may remain unpaid.

That every person who shall have agreed for the sale of any share or shares held by him or her in the capital of the Company shall give notice thereof in writing, at the office of the Company, and shall describe in such notice the number of shares intended to be by him or her sold and if actually contracted to be sold, then the number of shares contracted to be sold, and the name and place of abode of the person or persons purchasing the same, and that every such purchaser, whether by private contract or

\* One hundred by Deed of July 1st, 1633.

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public sale, shall, in all cases, be subject to the approbation of a board of directors of the Company, with respect to his or her being admitted to be a member thereof, and the said directors shall, within twenty-one days next after such notice, certify in writing to the person giving such notice, their approbation or disapprobation of the person so proposed, and that every share which shall be transferred shall carry with it and include all profits and benefits attached to such share, except dividends actually declared.

That when the board of directors shall have certified that any person, desirous of purchasing shares in the capital of the Company, is a fit person to be a member of the Company, the parties shall be at liberty immediately to require the same to be transferred.

That all transfers of shares shall be made or entered at the office of the Company, but nevertheless so, and in such manner, that no such transfer shall be within the provision of, or be forbidden by, any act of parliament now or hereafter to be in force for preventing such transfer, and that immediately after the share or shares of any proprietor or proprietors shall have been duly transferred and entered, he or she shall cease to be a proprietor of the funds of the Company, so far as respects the share or shares so transferred, and shall be thenceforth and for ever acquitted and discharged from all further obligation in respect of such share or shares under this deed of settlement, or under any other deed; and that the stipulation shall be a component part of every policy, contract or agreement which the directors, or any of them, shall enter into on behalf of the Company.

That every purchaser of shares in the capital of the Company shall, at the time when the transfer shall be made to him or her, execute at the office of the Company, either personally, or by attorney duly authorised, a deed or other writing at his own expense, by which he or she shall covenant, and agree, and become obliged to abide by the rules and regulations of the Company for the time

being, and that such purchaser shall not, until the execution thereof, be considered as a proprietor of the purchased share or shares of the capital, or entitled to any of the advantages incident thereto.

That the capital stock and fund of the Company for the time being, remaining unapplied and undisposed of, in pursuance of the trusts, powers, and authorities herein contained, shall alone be answerable for the claims and demands of persons assuring with the Company, and for any other claims and demands of the creditors of the said Company, by virtue of any policy or agreement entered into by any of the directors of the said Company, or otherwise howsoever. And that the directors signing any policies, agreements, or other instruments for securing such claims and demands, shall not, in any case, be personally liable for the same, any further or otherwise than regards the due application of the said capital stock and funds, in discharge of the money secured by the said policies, agreements or other instruments; and that the proprietors at large and their respective representatives shall not either in respect to the persons claiming under the said policies, agreements, or other instruments, nor in respect to the directors who may have signed such policies, agreements, or other instruments, or any of their heirs, executors, or administrators, be answerable, directly or indirectly, further or otherwise, than as to the unpaid part of their respective shares of or in the capital stock or fund of the Company. And that the directors, or other person or persons, against whom any claim shall have been enforced, or his or their executors or administrators, shall have no remedy against any proprietors for reimbursement, except only to the extent of the share or interests of such proprietors in the said capital stock, anything contained in this deed, or to be made, done, executed, or ordered by the board of directors, or the officers or proprietors of the Company, or by any court of proprietors or otherwise, to the contrary thereof notwithstanding, and that a stipulation for carrying into effect this restriction shall in terms, or by reference, form a component part of every policy, contract, or agree-

The capital stock alone to be answerable for claims, and the directors signing policies are not to be answerable.

Except for the application of capital.

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ment which the directors or any of them shall, at any time, enter into on behalf of the Company.

That no proprietor shall, on any pretence whatsoever, be subject to any call for payment of any further or other sum of money to the Company, than the part, if any, then remaining unpaid of the sum subscribed by him or her, anything herein contained, or to be had, made, done, or executed by the board of directors, or other officers or proprietors of the Company, or by any general meeting of proprietors to the contrary notwithstanding. And that such person or persons as shall become possessed of any shares or shares by purchase, or assignment, or by marriage, bequest, or representation, shall, in like manner, be subject only to a call or calls for the remainder, if any, of the sum subscribed by the person or persons to whose share or shares they are respectively entitled.

That no executor, administrator, legatee, or next of kin of any deceased proprietor shall be a member or members of the Company, in respect of the shares which may be held by him, her, or them, in either of these capacities, until he or she shall have complied with the requisitions hereinafter mentioned, but may at any time, in the manner and subject to the regulations herein mentioned, sell and dispose of the same share or shares.

That every executor, administrator, legatee, or next of kin of a deceased proprietor, who shall be desirous of becoming a member in respect of the shares held by him or her in any of these capacities, shall give notice thereof in writing at the office of the Company, and shall describe in such notice his or her name and place of abode, and the number of shares in respect of which he or she is desirous of becoming a member.

That before any executor, administrator, legatee, or next of kin of a deceased proprietor, shall be at liberty to sell the shares held by him or her in any of those capacities, or to become a member in respect of such shares, he or she

shall leave or cause to be left at the office of the Company the probate of the will or the letters of administration under which he or she shall claim to be entitled to such shares.

That besides the previous steps hereinbefore required to be taken by any such executor, administrator, legatee, or next of kin of a deceased proprietor, as may be desirous of becoming a member, in respect of the shares held by him or her in any of those capacities, he or she shall, when approved of by the board of directors as a fit person to be a member, and within two calendar months after such approval shall have been duly certified to him or her by the board of directors, execute at the office of the Company, either in person or by attorney, a deed or instrument at his or her own expense, by which he or she shall covenant and agree to abide by the rules and regulations of the Company for the time being, in respect of such share or shares, and shall after executing such deed, and not before, be or be considered a member of the Company.

That in all cases where any share in the capital of the Company, or any policy or annuity given or granted by the Company, shall be assigned or bequeathed to, or otherwise become vested in, any person or persons in trust for any other person or persons, the receipt of the person or persons who shall be such trustee or trustees, or his or their executors or administrators shall, notwithstanding any equitable claim or demand of the person or persons beneficially entitled to the said share, policy or annuity, be a good and sufficient discharge for the sum or sums of money which may become payable from the Company, by way of dividend, or upon the said policy, or annuity, or otherwise, and shall discharge the Company from all obligation of seeing to its application, or being answerable for its misapplication, and as between the Company and the persons claiming the benefit of such trusts, such trusts shall not be of any effect.

That the executors, administrators, and legatee, or next of kin of a deceased proprietor, shall not be entitled to

and are to be approved by the directors,

In case of shares being assigned or bequeathed in trust, the trustees' receipts to be sufficient discharges,

Dividends due to deceased proprietors

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to get to be  
the, till mem-  
bers of the  
company are  
admitted in  
their room.

receive any dividends or other profits accruing or becoming due after the death of any such proprietor on the shares held in any of those capacities, but after the decease of such proprietor, the dividends accruing of his or her shares, after the time of his or her decease, shall remain in suspense until some person or persons shall have become a member or members in respect of the said shares,

Members  
tting con-  
ary to the  
ed of the  
company, to be  
cluded.

That in case any of the members of the said Company shall at any time, knowingly or wilfully, act in anywise or manner, contrary to, or shall neglect or fail in the performance or observance of any of the clauses, provisos, and agreements in these presents contained, or shall do, or cause to be done, any act, deed, matter, or thing whatsoever, with a manifest intent, or design to defeat, injure or prejudice the interest of the Company, (such wilful neglect or default, and intent, and design being first ascertained and established in the opinion of three-fourths in number of the directors of the said Company at two successive courts or meetings to be convened for that special purpose, either alone or together, with other special affairs of the Company, and to be allowed and confirmed as hereafter is provided,) then and in every such case the member or members so offending or making default in any of the matters or things aforesaid, shall thenceforth cease to be a member or members of the said Company, and stand and be utterly dobarred and excluded of and from all future benefit and advantage thereof, and all concerns and interest therein, and his or their share or shares, and estate, and interest shall be forfeited to and become a part of the capital stock of the said Company, or otherwise be sold or disposed of for the benefit thereof: Provided always, that no such forfeiture shall actually accrue and be established till a full report of such breach, or alleged and supposed breach, wilful default, non-observance, or intent and design aforesaid, shall be made by the said directors to the next general court of proprietors, to be holden on the affairs of the said Company, or at a special court to be convened for that purpose, nor until the opinion and resolution of the said directors with respect thereto shall

be confirmed by a majority of three-fourth parts in number of such of the members then present in person, as shall be entitled to vote in the deliberations of the Company under the provisions hereinbefore contained.

That no absolute dissolution of the said Company shall in any event, or under any circumstances, be made or take place, until the resolution for a dissolution shall have been deliberately put and carried by a majority in value of the members at a special general court of proprietors, specially convened for the purpose, of which not less than two calendar months' notice shall be given in at least three newspapers circulating in the county of York; and at which meeting not less than a majority of all the shares in the Company shall be represented in person or by proxies, duly qualified to vote under the restrictions hereinbefore contained.

Regulations  
as to the dis-  
solution of the  
Company.

No dissolution  
without the consent  
of the majority  
in value at a  
special general  
court, at which  
not less than a  
majority of all  
the shares to  
be represented.

And it is hereby declared, that in case of a dissolution of the said Company, it shall be lawful for the said directors for the time being, or any five, or more of them either at a special general court of proprietors to be convened by them for that purpose, or by private treaty, to adjust and settle with the respective grantees of annuities, their executors, administrators, and assigns, and also with the respective persons who have obtained or possess policies of insurance from the said Company, or other claims or demands on the same and their respective executors, administrators, and assigns, the terms on which their respective annuities may be released, satisfied, or discharged, or other annuities of equal amount purchased or procured for them in lieu thereof, and on which such insurances respectively may be cancelled, released, or discharged, or other equivalent insurances may be purchased, procured, or obtained for them respectively, and on which all claims and demands may be satisfied or compensated, and to enter into contracts with the person or persons so respectively entitled, stating and adjusting the terms on which such releases, satisfactions, or discharges respectively, may be obtained by and on the behalf of the

In case of  
a dissolution,  
the directors  
may adjust  
and settle with  
claimants.

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by contract  
of courts  
of trust  
terms of  
contract.

persons entitled to shares in the capital of the said Company, such agreements to be subject to the approbation of a general meeting of the proprietors of shares in the capital of the said Company, and such agreements not to be binding until such approbation shall have been given.

That it shall be lawful to and for the said directors for the time being to convene one or more special general courts of the proprietors of shares in the capital of the said Company, and to submit at such meeting the terms proposed or agreed to be accepted by the persons respectively entitled to such annuities, and by the persons respectively entitled to such insurances, and other claims, and demands, the terms on which they may be willing to have their respective annuities redeemed, re-purchased, discharged, or satisfied, and the benefit of such insurances released, re-purchased, or satisfied, and such claims and demands satisfied or compensated; and if at such meeting or meetings so held, it should be resolved and decided by a majority in value of the proprietors, that the said agreement or agreements with the persons so entitled or claiming, should be carried into effect, then it shall and may be lawful to and for the directors for the time being of the said Company, or any five or more of them, to declare such agreements to be finally concluded, and then and in such case, and after the said agreements shall have been performed to the satisfaction of the same annuitants, and assured, or other claimants or their representatives respectively, and after the same annuitants, and assured, and claimants, or their representatives respectively, shall have certified their satisfaction with the said arrangement and the due performance thereof, the said Company shall from that time be dissolved and cease to exist.

After the  
amount  
performed,  
Company  
be  
lyed.

That after all payment of costs, charges, and expenses, and all debts and demands outstanding against the said Company, or the directors of the said Company, as such directors, or against the members of the said Company by reason of their being such members, so far as such debts and demands shall appear to be duly entered in the books

of the said Company, the directors shall divide all the surplus, if any, of the said funds of the Company, and the accumulations thereof and interest, among, between, and among the several persons who, at the time of the declaration of such dissolution of the said Company, shall, by the books of the said Company, appear to be the proprietors of shares in the capital of the said Company, and their respective executors, administrators, and assigns, in proportion to their respective shares existing at that time in the capital of the said Company.

Application  
of surplus  
amongst the  
proprietors.

That an account shall be kept by the secretary for the time being of the said directors, and under their direction, in a proper book or books, of the respective proportions of the several assets which shall be transferred to each proprietor, and that such book or books shall for ten years remain at the office of the secretary for the time being while continued, and after a secretary shall be discontinued, then in such other place as the said directors or any five of them shall direct, and be open without fee or reward to the inspection of the proprietors for the time being, of shares in the capital of the said Company, and of their respective executors and administrators, or their respective agents or attorneys.

Accounts to  
be kept of  
sums paid,

That it shall and may be lawful to or for any special general court of proprietors duly convened, by the act of the majority in number and value of the members then present and voting, to resolve and declare that the accounts of all or any of the directors and trustees for the time being, for and of the said Company, and also of the trustees to be named as aforesaid, have been audited, balanced, settled, and allowed, and from and after such resolution, such accounts so allowed shall be and be considered as finally closed, subject nevertheless to the due application among the proprietors for the time being, their executors, administrators, and assigns, of the balance then in the hands of the said trustee or trustees for the time being, and that such resolution shall (subject and without prejudice to the due application of such balance) be and

A special  
general court  
to audit and  
close the ac-  
counts.

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be deemed, and may be pleaded in all courts of law and equity, as an effectual release and discharge to the said directors, and trustee or trustees for the time being, as against all the proprietors for the time being of the capital of the said Company, from all claims and demands on the assets of the said Company (other than and except the balance of such assets,) which, according to such resolution, shall remain to be divided among the proprietors of the same Company, and their respective executors, administrators, and assigns.

The directors to continue in office till the affairs are wound up.

That after and notwithstanding such dissolution of the said Company, the then directors of the said Company, and the survivor and survivors of them shall continue in the office of directors for all the purposes of being a director or directors, and of acting as director or directors for winding up, closing, and settling the concerns of the said Company, and may retain and employ a secretary at such salary as he or they may think fit, and hire an office at such rent as he or they may deem reasonable for the purpose of transacting the business of the said Company, and that such salary shall be paid, and such rent satisfied and discharged out of the assets of the said Company, and in priority and preference to any other demands.

Power for obtaining an act of Parliament, or charter for making supplemental deeds, and for increasing the number of shares.

\* And it is hereby further agreed and declared that it shall be lawful for a general or special court, consisting of not less than *forty* proprietors, to increase the number of shares on such terms as they shall think proper, or to direct that an act of parliament or charter shall be applied for and obtained for facilitating the management of the concerns of the said Company, or to order and direct that a supplemental deed or deeds, instrument or instruments, in writing, shall, at any time or times, be made and executed, containing such clauses, provisos, and declarations, as such extraordinary or special court of proprietors shall think expedient or proper, for altering, revoking, or adding to the conditions, provisos, and agreements herein contained: which deed or deeds, instrument or instru-

• For alterations of the clauses affecting general meetings, see Appendix B.

ments, shall be indorsed upon or affixed to, or declared to be a part of, or in addition to, these presents, and be under the respective hands and seals of the said *forty* proprietors or upwards, and the same shall thenceforth be, and be deemed, and considered as part of these presents, and binding upon the several members of the Company, and their respective representatives, in like manner as if the same had been herein inserted or comprised.

That if any matter, provision, or thing, shall at any time appear to be necessary to be determined on, or to be done or made, for giving effect to these presents, and which is not hereby sufficiently provided for, it shall and may be lawful for the majority of the directors specially convened for the purpose, to make such determination, or to do such acts as shall seem necessary for giving effect to these presents, as fully to all intents and purposes, as if the same were hereby specially provided for.

Matters not provided for by this deed, may be determined by the directors.

That if any question, dispute, or difference shall at any time or times hereafter happen to arise with or between the parties executing these presents, or any person or persons who shall at any time or times hereafter become a proprietor or proprietors, or member or members of or in the Company, concerning any of the powers or authorities hereby given, or any other matter or thing herein contained, or which shall or may be contained in any supplementary deed or writing to be indorsed upon, or affixed to, or taken as part of these presents, or any matter or thing relating thereto, or to any of them, then and in every such case, the said parties or persons shall and will from time to time, refer and submit the matter in dispute or difference between them, to be decided and determined by the opinion of his Majesty's attorney-general and solicitor-general for the time being, and one of his Majesty's counsel practising in any of the courts at Westminster in manner following, that is to say, a case containing all the facts and matters in controversy shall be fairly stated in writing, by the solicitor of the Company, and laid by him before each of them the said attorney-general and solicitor-

Reference of any questions between the parties hereto to arbitration.

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general for the time being, and one at his said Majesty's counsel to be agreed upon between the parties, and the opinion of any two of such counsel in writing, shall be final in determining the question, and the contending parties shall respectively submit to the said opinion in all things, and the person or persons against whom the said opinion shall be given, shall pay and discharge all fees, costs, charges, damages, and expenses, which shall have been occasioned by reason of such disputes or differences, and by the decision and determination of the same in manner aforesaid.

Reference  
between the  
directors and  
other mem-  
bers.

That if at any time any dispute, doubt, question, or difference shall arise or occur between the directors for the time being of the Company, and any member or members thereof, or the respective executors or administrators of any such member or members, touching or concerning any accounts, transactions, matters, or things relative to any policy or policies of assurance, or any annuity or annuities to be issued or granted by the Company, or any sum or sums of money payable by or to the Company for or in respect of the same or otherwise, in relation thereto, or to the share or interest of any or either of the said members in the capital stock of the Company, then and in every such case, (unless where the determination thereof has been otherwise provided by any of the clauses hereinbefore contained,) the grounds or cause of such dispute, doubt, question, or difference shall upon the request in writing, of either of the parties so in difference, his, her, or their executors or administrators, and within seven days after making such request, be reduced into writing by the solicitor of the said Company, and be referred to the arbitration of two indifferent persons, one to be named by the person or persons, who shall take the one side of the matter in difference, and the other by the person or persons who shall take the other side of the matter in difference, and by an umpire to be chosen by such two arbitrators in case of difference between them, and that if upon any such dispute, doubt, question, or difference, any or either of the said persons, his, her, or their executors or administrators

shall by any writing under his or their hand or hands, request the other person or persons, their, or his, or her executors or administrators, to refer the same to arbitration, and to nominate some fit person or persons to be arbitrator or arbitrators upon his or their behalf, and the person or persons to whom such request shall be made, shall, for the space of seven days after such request, refuse or neglect so to do, then and in such case, it shall be lawful for the person or persons chosen arbitrator or arbitrators by the person or persons making such request as aforesaid, by any writing under his or their hand or hands, to choose some person to act as arbitrator for each of the persons, if there shall be more than one so refusing or neglecting; and if there shall be only one such person, then some one person to act as arbitrator for such one person so refusing or neglecting, and that notice thereof in writing, shall be immediately sent to the party or parties so neglecting or refusing, and the persons so chosen arbitrators as last hereinbefore mentioned, shall thereupon in a reasonable time afterwards, proceed to choose an umpire or umpires, and all or the major part of them shall make an arbitrament or umpirage of the matters so to be referred to them, and the arbitrament or umpirage of all or the major part of the persons so chosen, shall to all intents, constructions, and purposes, be as valid, effectual, binding, and conclusive, as if the person or persons so chosen by the arbitrator or arbitrators, named by the person or persons making such request as aforesaid, had been actually chosen by the party or parties to whom such request was made; and for the further and better enforcing the performance and observance of every or any award, umpirage, or determination so to be made as aforesaid, the reference or submission for or in respect of the same, shall from time to time be made a rule of one of his Majesty's court's of King's Bench, Common Pleas, or Plea Side of the chequer, according to the direction of the statute in that case made and provided.

That all actions of covenant to be brought by virtue of these presents, against any of the parties to these pre-

Actions  
against any  
parties to these

DAMAGED DOCUMENT

presents, to be brought under the covenants herein contained.

sents, their executors, administrators, or assigns, shall be brought under and by virtue only of the express covenants hereinafter contained, or of a covenant or covenants to be entered into pursuant to the directions and stipulations hereinbefore contained, and that a board of directors shall from time to time nominate two or more persons as trustees, in whose names such covenants shall be taken.

The proprietors, parties of the first and third parts, may be sued by the parties of the second part.

And each of them the said several persons, parties hereto of the first and third parts severally, separately, and apart from the others of them, doth hereby for himself, and herself, and his and her respective heirs, executors, and administrators, and as to and conceiving only his, her, and their own acts, deeds, and defaults, covenant, declare, and agree to and with the said Jonathan Gray and Henry Bland, their executors and administrators, in trust for the persons, who, for the time being, shall be entitled to the benefit of the rules, regulations, provisions, and agreements hereinbefore contained, and the rules and regulations for the time being of this Company, and in the shares, proportions, and manner in which they shall be entitled to the benefit of the same rules, regulations, provisions, and agreements that he or she, the covenantor respectively, (while he or she shall continue a proprietor of any share or shares in the said capital,) his or her heirs, executors, and administrators, shall and will for, or in respect of, and to the extent only of such share or shares, (being and remaining part of the assets of the covenantor,) observe, perform, fulfil, and keep all the covenants, articles, clauses, and stipulations, (including additions, alterations, variations, and modifications to be made in pursuance of the provisions hereinbefore contained,) which are or ought to be observed, performed, fulfilled, and kept by him or her the covenantor, or his or her heirs, executors, or administrators respectively, in respect of, or in relation to such share or shares respectively, so for the time being remaining part of his or her assets, and according to the true intent and meaning of the same covenants, articles, stipulations, and agreements respectively. And that the covenantor will perform all the duties of a director,

auditor, or trustee, from time to time, when and as often and as long as he shall be a director, auditor, or trustee of or for the concerns of the said Company.

And each of them the said Jonathan Gray and Henry Bland severally, separately, and apart from the other of them, doth hereby for himself, his heirs, executors, and administrators, covenant, declare, and agree to and with the said John Pemberton and Thomas Price, their executors and administrators, (in trust for the persons who for the time being, shall be entitled to the benefit of the rules, regulations, provisions, and agreements hereinbefore contained, and the rules and regulations for the time being of the said Company, and in the shares, proportions, and manner in which they shall be entitled to the benefit thereof,) that the said Jonathan Gray and Henry Bland respectively, (while they shall respectively continue proprietors of any share or shares in the said capital,) shall and will for, or in respect of, and to the extent only of such share or shares, (being and remaining part of their respective assets,) observe, perform, fulfil, and keep all such and the same covenants, articles, clauses, and stipulations, as the said parties of the first part are hereby made liable to observe and perform according to the true intent and meaning thereof.

The proprietors of the second part may be sued by the parties of the third part.

And it is hereby further declared and agreed by and between the parties to these presents, that each of them the said several parties hereto of the first and third parts, his, her, and their executors, administrators, or assigns, and all and every other person and persons (except the said Jonathan Gray and Henry Bland,) who shall have any claims or demands upon the said Company, or upon the capital or funds thereof, for or in respect of shares in the said Company, or interest, dividends, or profits thereon, or of any policies of insurance, annuities, or otherwise, shall and may from time to time sue for the same by action, or suit at law, or in equity, against the said Jonathan Gray and Henry Bland, or either of them, or against the survivor of them, his executors or adminis-

The proprietors of the first and third parts or others having claims, may sue the parties of the second part.

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trators, and that no action or suit which may be so brought or commenced at law, or in equity, shall abate or be discontinued by the death of the said Jonathan Gray or Henry Bland, or by the act of the said Jonathan Gray or Henry Bland, or by the act of the said Company, and that the capital stock and funds of the Company shall be liable to make good all debts, damages, costs, and charges which shall be recovered by such actions or suits. And further, that it shall not be competent for any such person or persons having any such claims or demands aforesaid, upon the said Company, or the funds or property thereof, to sue for the same by any action or suit, against the trustees in whose names the capital or funds of the said Company shall be invested, or against such of the directors as may have signed any policy or agreement in behalf of the said Company, the said Jonathan Gray and Henry Bland excepted.

and creditors who are not parties to the said policy or agreement, may be sued by ditto.

And it is hereby further declared and agreed by and between the said parties to these presents, that if any person or persons assuring with the Company, or any other creditor or creditors thereof, shall fail to perform or comply with any of the covenants, conditions, or stipulations contained in any policy or agreement, made or entered into between such proprietors, or other person or persons, and the Company, and which on his, her, or their parts, ought to be complied with and performed, it shall be lawful for the board of directors to direct an action or suit to be commenced and prosecuted in the name or names of the said Jonathan Gray and Henry Bland, or the survivor of them, his executors or administrators, against the person or persons so refusing or neglecting as aforesaid, or his, her, or their heirs, executors, or administrators.

The parties to the second and third policies, in case of incurring any damages or expenses in respect of actions brought

And it is hereby further declared and agreed by and between the said parties to these presents, that the said Jonathan Gray, Henry Bland, John Pemberton, and Thomas Price, their respective heirs and executors, and who shall sue or be sued as aforesaid, shall be indemnified out of the capital stock and funds of the Company,

against all costs, expenses, and losses, which he or they may incur or sustain, in consequence of any such actions or suits brought by or against them respectively, in preference to any other claims and demands on the said Company, and that the sum or sums of money to be recovered by means of any action or suit brought in the names of the said Jonathan Gray, Henry Bland, John Pemberton, and Thomas Price, or any of them, their or any of their heirs, executors, or administrators, shall form part of the capital stock of the Company, and be disposed of by the court of directors accordingly.

against them, and also such of them as may be put to any costs or expenses in respect of actions brought in their names against others, to be indemnified out of the funds of the Company.

And whereas certain of the persons whose hands and seals are hereunto affixed, are described in their signatures to these presents, as executing the same for or on behalf of certain other persons who are minors or married women.

Minors and married women.

Now these presents further witness that each of the several persons so executing these presents at last hereinbefore mentioned, do hereby for themselves severally, and for their several and respective heirs, executors, and administrators, covenant, promise, and agree to and with the said Jonathan Gray and Henry Bland, their executors, administrators, and assigns, that they the said several persons so executing these presents, for or on behalf of minors, and married women, shall and will well and truly perform, fulfil, and keep all the covenants, clauses, stipulations, and agreements in these presents contained, in respect to the shares of such minors and married women, in like manner as the said minors, in case they had been of age, or as such married women, in case they had been unmarried, would themselves have been liable to perform, fulfil, and keep the same, if they had executed these presents.

Regulation as to the shares of minors and married women.

And it is hereby mutually declared and agreed by and between the parties to these presents, that the person so executing these presents on behalf of minors, shall be entitled to all the rights and privileges of proprietors, in

Persons subscribing this deed for minors, to be liable until the minors come

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but to have no  
vote.

Provided always, and it is hereby declared and agreed, that in all such cases in which any share or shares in the said Company now are, or hereafter shall be, vested in the name of any married woman, and the said Company shall have no notice of any trust for the separate use of such married woman, the husband of such married woman having executed these presents in respect of such share or shares, shall be entitled to a vote or votes in respect thereof, in addition to any vote which he shall have in his own right, and that his receipt shall be a good and sufficient discharge for all dividends or other payments to be made in respect thereof, during the joint lives of such husband and married woman respectively; but nevertheless, if any share or shares shall be vested in any trustee or trustees for the separate use of any married woman and such trustee or trustees shall give notice thereof, any shall execute these presents in respect of such share or shares, the said trustee or trustees shall be entitled to receive and give discharges for the dividends or other payments in respect thereof, but shall not be entitled to any vote or interference in the management of the concern of the said Company. In witness, *James M. Smith*

Signed sealed and  
delivered (being first  
duly shewen) in  
the presence of me  
- by the aforesaid parties  
whose signatures  
I see upon this paper

Signed sealed and  
delivered by the twenty  
six parties whose  
signatures are upon  
this page in the  
presence of me  
Wm Gray front

Will. L. Richards  
 Jos. Shepherd  
 Geo. W. Williams  
 Sam. L. L. L.  
 Geo. W. L. L.  
 Wm. L. L. L.  
 W. G. Marks  
 Anth. Shupe  
 Robt. L. L. L.  
 R. G. L. L.  
 Wm. L. L. L.  
 Sam. L. L. L.

*Handwritten signature*

**DAMAGED DOCUMENT**

William Burt	5	500
V. Thompson	50	2500
W. L. Thompson	30	1500
Geo. Clark	12	600
L. Cunnell	10	500
Thomas Clark	10	500
Benedict Thompson	150	
George Thompson	50	2500
Robert Clark	50	2500
John Clark	20	1000
W. L. Thompson	30	1500
Matthew Thompson	10	500
Samuel Thompson	10	500
John Clark	30	1500
Samuel Thompson	10	500
Geo. Clark	10	500
Geo. Clark	10	500
John Clark	10	500
William Clark	20	1000
Edwin Clark	50	2500
Bro. Lotheran	10	500
Robert Clark	20	1000
Nathaniel Clark	10	500
Henry Clark	6	300
Sarah Clark	4	200
Geo. Clark	10	500
George Clark	50	2500
John Clark	10	500
George Clark	10	500
John Clark	10	500

signed sealed and  
delivered by the  
within named  
committee that it was  
in the presence of  
George Thompson.

signed sealed and  
delivered by the  
within named  
committee that it was  
in the presence of  
George Thompson.

signed sealed and  
delivered by the  
within named  
committee that it was  
in the presence of  
George Thompson.

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delivered by the  
within named  
committee that it was  
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George Thompson.

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delivered by the  
within named  
committee that it was  
in the presence of  
George Thompson.

signed sealed and  
delivered by the  
within named  
committee that it was  
in the presence of  
George Thompson.



signed & sealed &  
attested by the  
clerk on the first  
of those signatures  
are on their page  
in the presence  
of me  
Wm. M. M. M.  
Lacey

	July	Aug	Sept	Oct	Nov	Dec	Total
Oliver Mathews (A)	20	10					30
Thos. Root (S)	50	100					150
Geo. Broadway (S)	50	250					300
Charles L. L. (S)	50	10					60
Wm. Clauson (S)	10	150					160
Edw. L. (S)	30	30					60
Catharine Beland (S)	2	100					102
John Dyer (A)	30	150					180
Louis Ramsey (S)	5	250					255
John Foster (S)	20	150					170
A. Bayley (S)	30	150					180
Ans. Theringill (S)	20	100					120
William L. (S)	50	250					300
A. Emerson (S)	50	250					300
William Croft (S)	50	250					300
William Russell (S)	50	150					200
Wm. Conwell (S)	30	150					180
Col. Luther Thompson (S)	50	250					300
L. Luther Thompson (S)	50	250					300
Thomas Mason (S)	15	350					365
Henry Broadway (S)	40	200					240
W. H. (S)	30	150					180
Charles Palmer (S)	30	150					180
Charles Palmer (S)	10	500					510
A. Duffett (S)	4	50					54
Wm. Braithwaite (S)	10	500					510
J. Benson (S)	30	150					180
Wm. L. (S)	10	500					510
Charles Child (S)	10	500					510
W. L. (S)	10	500					510
W. L. (S)	10	500					510

The Marks of  
Phil. Lewis  
to S. Newman  
written 23 July 1825

*The attached work  
is by the  
man in fact  
more or less  
the impression  
of the same  
work by Jorg  
and the power  
James Reader's*

Thomas Alfred Stickland  
 Ralph Greybe  
 Ralph Greybe Junr  
 Robert Gracecroft  
 G. S. Barclay  
 Charlotte Fox who  
 E. Parrellton  
 Thos Parrellton  
 Francis Foxbottle  
 Mary Pearson  
 Geo. Frank  
 Geo Sealie  
 Sam. Sealie  
 Henry Bland, Esq shares  
 the name of Richard B. B.  
 Bismol  
 The mark of Wm. Bismol  
 John Lewis Byrne  
 John Lewis Byrne  
 shares in the name of  
 late wife (Wm)  
 Joseph Marshall  
 Charles Marshall  
 Martin Byrne  
 John Smith  
 H. Barnes  
 Alicia Rawdon  
 William Bida  
 Henry Harrison  
 Benjamin Hawley  
 Isaac Griston  
 W. H. Hooper  
 George Holm

Wm Grayson

**DAMAGED DOCUMENT**

	William B. ...	5	500
	W. Champ...	50	2500
	...	30	1500
	Geo. ...	12	600
	W. ...	10	500
	Thomas ...	10	500
	Ronald ...	25	1500
	George ...	50	2500
	...	50	2500
	...	20	1000
	Wm ...	30	1500
	Matth ...	10	500
	...	10	500
	John ...	30	1500
Signed, sealed and delivered by this with my name and Emmely ... in the presence of George Thompson.	Emmely ...	10	500
	Geo. ...	10	500
	East ...	10	500
	John ...	10	500
	William ...	20	1000
Signed, sealed & delivered by George Hotham in the presence of me George Thompson.	Edward ...	50	2500
	Bro. ...	10	500
	Robert ...	20	1000
	Nathaniel ...	10	500
	Henry ...	6	300
Signed, sealed and delivered by all the parties whose signatures are on this page except George Hotham and Edward ... being present in the presence of W. ...	Sarah ...	4	200
	Geo. ...	10	500
	George ...	50	2500
	Frederic ...	10	500
	George ...	10	500

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		Number	
Nichol Nicholson	32	30	15
James Meech	32	20	1000
Honora Colquhoun	32	10	500
Israh Wright	32	10	500
Israh Wright	32	10	500
Nichol Biddler	32	50	1500
Hen. Jno. Duffield	32	20	1000
Jno. Cookstallone	32	20	1000
David Russell	32	50	25
Leon Bulmer	32	10	500
The Person	32	10	500
Mark Barker	32	10	500
James Russell	32	10	500
William Leaton	32	10	500
Edward Day	32	50	2500
Wm. Crummack	32	10	500
Henry Cobb	32	10	500
Wm. Leavitt	32	50	2500
Thos. Wilson	32	50	2500
Geo. Ladd	32	30	1500
William Duffin	32	50	2500
George Ellis	32	50	2500
Bailey Thompson	32	30	1500
Jane Thompson (Wife)	32	50	2500
Stephen Lillough	32	50	2500
Bailey Richard Lillough	32	50	2500
Robert Lillough (Wife)	32	50	2500
Robt. Lillough	32	50	2500
Wm. Lillough	32	50	2500

Signed, sealed and delivered  
by the thirty one parties  
whose signatures are  
upon this page in the  
presence of me

Wm. L. Newman, Clerk

Signed by me  
Bailey Thompson  
on the back of the 20th







	Number of Shares	Amount
Thomas Alfred Stichter (D)	10	500
Ralph Greybe (D)	50	2500
Ralph Greybe June (D)	50	2500
Robert Crockett (D)	50	2500
G. S. Barlow (D)	50	2500
Charlotte Goodrich (D)	20	1000
E. Parnellston (D)	10	500
Thos. Parnellston (D)	30	1500
Francis G. Smith (D)	40	2000
Mary Pearson (D)	5	250
Wm. F. Pearl (D)	10	500
Geor. Seale (D)	10	500
Jam. Seale (D)	10	500
Henry Seale for shares in the name of the late, Harry Seale (D)	50	2500
The estate of the late, Harry Seale (D)	5	250
John Lewis Eyre (D)	50	2500
John Lewis Eyre for shares in the name of his late wife (D)	50	2500
Joseph. Hawks (D)	6	300
Charles Eldridge (D)	25	1250
Wm. H. Burns (D)	15	750
John Smith (D)	10	500
W. S. Barnes (D)	20	1000
Alicia Rawdon (D)	50	2500
William Richardson (D)	30	1500
Henry Rawdon (D)	40	2000
Benjamin Blakey (D)	5	250
James Grayson (D)	20	1000
W. S. Taylor (D)	10	500
George Wilson (D)	20	1000

DAMAGED DOCUMENT

Signatures sealed & delivered  
by twenty nine parties  
whose signatures are  
on this page that is  
by the whole of them  
except the two above  
named viz Henry  
Stevenson and George  
Hobbes in the  
presence of me  
W. J. Freeman  
Levy

Name	Amount	Total
Leah Corns	10	500
Elizabeth Bacon	10	500
Jos. Howard	10	500
Benjamin Donald	50	2500
Geo. Howard	10	500
Thos. Culver	10	500
Henry S. Cook	50	2500
Richard Hardy	20	1000
Henry Howard	5	250
Edward Howard	5	250
Leonard Johnson	10	500
Chas. Jos. Wrenan	10	500
John Walker	30	1500
Wm. Walker	10	500
John Coughlin	50	2500
Chas. Coughlin	30	1500
William Coughlin	50	2500
William Coughlin	20	1000
John Coughlin	10	500
Rich. Coughlin	50	2500
Richard Coughlin	30	1500
Harriet Coughlin	50	2500
Ans. Smith	50	2500
Chas. Bealy	10	500
Thos. Rayson	10	500
Peter Rymer	10	500
Mrs. Rymer	10	500
Chas. Priestley	50	2500
Anti James C. Smith	50	2500
Caroline A. Foster	10	500
Elizabeth Foster	35	1750
John Rapuano	30	1500

Signatures sealed and  
delivered by the  
following parties  
whose signatures  
are on this page  
viz John Reynolds  
Elizabeth Linton  
Mary Linton  
John Linton  
William Linton  
William Elliot  
and Geo. H. H. H. H.  
in the presence of  
George H. H. H.

DAMAGED DOCUMENT

signed & sealed &  
 claimed by all  
 the representative  
 parties whose  
 names appear  
 on this page  
 is in its entire  
 not by the above  
 names of George  
 Thompson in  
 first record of  
 W. A. Pearson.

signed & sealed of  
 Universal B.  
 to the other side  
 of the first page  
 of Thompson.

signed & sealed of  
 Universal B.  
 to the other side  
 of the first page  
 of Thompson.

Names	Amount	Total
Geo. Dodsworth (A)	30	1500
Ann Collett (A)	10	500
Elizabeth Weston (A)	10	500
Mary Robinson (A)	10	500
John Sanderson (A)	10	500
Thomas Beckhouse (A)	25	1250
Thos. Dobson (A)	20	1000
Maria Luke (A)	20	1000
Ann, wife (A)	5	250
Joseph Lloyd (A)	20	1000
John Pearson (A)	30	1500
Henry Bedford (A)	25	1250
Joseph Busch (A)	50	2500
Philip Saltmarsh (A)	30	1500
Catherine B. (A)	10	500
Tom Brown (A)	10	500
Mary Brown, wife (A)	10	500
Henry Ransom (A)	10	500
John Deland (A)	50	2500
Will. Ellis (A)	50	2500
Francis Sheakton (A)	50	2500
Reuben Lewis (A)	50	2500
Emmanuel Dr. (A)	10	500
Wm. Hinch (A)	20	1000
Wm. Holmes (A)	20	1000
Johna. Knight (A)	30	1500
Costa. Cooper (A)	30	1500
Francis Knight (A)	30	1500
William Ream (A)	10	500
John Wilson (A)	30	1500
Jonathan Smith (A)	20	1000
Geo. W. Nelson (A)	50	2500
Frank Co. (A)	10	500



Signed seal and delivered by the seal of the Joseph Thompson Thomas Thompson Thomas Thompson Thomas Thompson Thomas Thompson Elizabeth Thompson Thompson Thompson as under with the Alice Thompson Maria Thompson and John Thompson in the presence of W. McCreary Rockford, Ill.	John Howard	2	100
	John Hall	2	100
	Pro. Hutchinson	5	250
	Leon Downing	4	200
	John Bunker	20	1000
	W. Heston	30	1500
	Marjellison	10	500
	Eliza Mason	10	500
	George Conington	20	1000
	John Cradland	20	1000
Signed seal and delivered by Joseph Thompson for Margaret Thompson the presence of Geo. Thompson signed, sealed and delivered by Joseph Thompson in the presence of George Thompson Signed seal and delivered by all the parties whose names appear on this page in the presence of	Thomas Hall	20	1000
	R. R. ...	30	1500
	W. H. ...	50	2500
	U. Cook	30	1500
	Eliza ...	10	500
	W. H. ...	5	250
	John Thompson	20	1000
	John Thompson	10	500
	John Thompson	10	500
	John Thompson	10	500
	John Thompson	4	200
	Maria Thompson	4	200
	Elizabeth Thompson	10	500
	John Thompson	30	1500
	Pro. Geo. Ross	10	500

DAMAGED DOCUMENT

	No. of pages	Value
ed sealed and delivered (being first)	Walter Thickland R 10	500
by stamped by	Eliabed Thickland R 10	500
the within named	Therese Chast Thickland 10	500
Walter Thickland	J. W. Thack R 20	1000
a d. Thickland	Wm Thack R 20	1000
Thickland in the	Josh. Therman R 50	2500
presence of	W. M. Christy R 20	1000
B. Cook Dandy, Elm Dale	William Jones Long 10	500
B. Couch Dandy, Elm Dale	Richard Price R 30	1500
Witness to the	Ralph Peyton Pemberton 10	500
signature of	Thomas Preston R 30	1500
Therese Charlotte	Ann Loring R 10	500
Therese Charlotte	A. Dale R 50	2500
Therese Charlotte	Ralph Thack R 10	500
Therese Charlotte	Ely Thack R 5	250
Signed sealed and delivered		
(being first duly stamped)		
by the within named		
James Thack & Son		
Thack.		
Res. Vols. Clerk with Thack		
Thas. R. D. Dandy & Thack		
B. Hollowes & Clerk to Mr.		
J. Hassard, Manman.		
Witness to the signature of W. M. Christy		
Henry Laundry, Clerk to J. W. & S. Christy, R.		
James Gay, 35 Gracechurch Street		
Witness to the signature of Wm. Jones Long		
James Scholefield, 35 Craven Street		
Witness to the signature of Richard Price		
Richd. Pemberton, Clerk to Chas. E. Doggett		
Witness to the signature of Ralph		
Stephen Pemberton.		
George Douglas, Buller, to Mr. Pemberton		
Wm. Houghton, Clerk to Mr. Pemberton.		
Signed sealed and delivered by the		
within named Thomas Preston in the		
presence of James Thack & Son		

DAMAGED DOCUMENT



		2nd Am	2nd
Signed sealed and delivered by the within named Daniel Duesberg	Isaac Libson (S)	50	500
John, Luke, Eliza	J. Libson (S)	50	500
Isaac Libson	John, Luke (S)	10	500
James Barber, John	John, Luke (S)	20	1000
Isaac, John, Luke	J. Gilly (S)	50	2500
and William, Robert	John, Luke (S)	50	2500
in the presence of	John, Luke (S)	10	500
George, Thompson	John, Luke (S)	20	1000
Signed sealed and delivered by the within named John	John, Luke (S)	30	1500
Gilly and Peter	John, Luke (S)	25	1250
in the presence of	John, Luke (S)	50	2500
William, Thompson	John, Luke (S)	10	500
Signed sealed and delivered by the within named John	John, Luke (S)	50	2500
in the presence of	John, Luke (S)	20	1000
John, Thompson	John, Luke (S)	20	1000
Signed sealed and delivered by the within named Thomas Duesberg	John, Luke (S)	20	1000
Isaac, Luke, Samuel, Shepherd	John, Luke (S)	20	1000
and Henry Duesberg in the presence of	John, Luke (S)	20	1000
John, Thompson	John, Luke (S)	20	1000
Signed sealed and delivered by the within named John, Luke, Samuel	John, Luke (S)	20	1000
and George Green in the presence of	John, Luke (S)	20	1000

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and, and delivered by the  
 Thomas B. Lewis  
 Joseph Clark  
 John H. ...  
 John H. ...  
 George Thompson  
 signed sealed and delivered by the  
 within named  
 John H. ...  
 signed sealed and delivered by the within named  
 married Robert Appleby and Dorothy Thompson  
 in the presence of  
 John Hill  
 signed sealed and delivered by the within named  
 John H. ...  
 John H. ...  
 John H. ...  
 in the presence of  
 Joseph H. ...  
 signed sealed and delivered by the within named  
 John H. ...  
 John H. ...  
 in the presence of  
 John H. ...

Name	Age	Value
Thomas B. Lewis	1	50
P. R. Lewis	30	1500
Joseph Clark	10	500
John H. ...	5	250
John H. ...	10	500
George Thompson	20	1000
Israh Moore	4	200
Robert Appleby	30	1500
John H. ...	10	500
John H. ...	2	100
John H. ...	10	500
Benjamin Moore	10	100
John H. ...	2	100
Anthony H. ...	2	100
G. T. Hester	10	500
John H. ...	10	500

(assurances of the above named G. T. Hester and Ben. Moore)

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signed sealed and  
delivered by the  
within named  
William Beckett  
in the presence of  
Wrighton, in Wash.

Signed sealed and  
delivered by the  
within named  
Consett in the  
presence of  
Jas. Consett.

Signed sealed and  
delivered by the within  
named Henry Thynne  
William Thynne in the  
presence of  
Jas. Denton.

Signed sealed and  
delivered by the within  
named J. B. Smith  
in the presence of  
Jas. Rainey.

Signed sealed and  
delivered by the within  
named John Dusk  
in the presence of  
Laurence Catherine.

Signed sealed and  
delivered by the within  
named W. H. Gordon  
in the presence of

No. of Share	Amount	Total
James Clark & Co	10	500
W. Beckett & Co	10	500
W. Consett & Co	15	750
Henry Thynne & Co	25	1250
William Thynne & Co	25	1250
Jas. B. Smith & Co	10	500
Jas. Denton & Co	10	500
Arthur H. Gordon & Co	50	2500

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signed sealed and  
 given by the  
 within named  
 W. A. Lane in  
 the presence of

C. W. Dickinson

signed sealed and  
 delivered by the  
 within named  
 W. A. Lane in the  
 presence of

C. W. Mason

signed sealed and  
 given by the  
 within named  
 Lane Clark in the  
 presence of

W. Cass

signed sealed and delivered by the  
 within named W. A. Lane in  
 the presence of

C. Bate

signed sealed and delivered by the  
 within named Charles Eyre in the  
 presence of

W. A. Newman. W. Cass

signed sealed and delivered by the  
 within named Mary Eyre in the  
 presence of W. A. Newman

signed sealed and delivered by the  
 within named John Sanath and John Leaf  
 in the presence of

Thomas Lane	20	1000
W. A. Lane	40	2000
W. A. Lane	20	1000
Chas. Eyre	50	2500
Mary Eyre	50	2500
John Sanath	30	1500
Robert Sanath	30	1500
John Leaf	2	100

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## APPENDIX A.\*

36195  
29 JUL 1898

*By supplemental deed of settlement 30th March, 1858, the following provisions were made, which introduced the system of participating policies.*

1. That the Board of Directors for the time being of the said Yorkshire Fire and Life Insurance Company shall, and they are hereby empowered at all times hereafter (in exercise of the powers vested in them by the hereinbefore recited clause of the said Articles of the 20th day of July, 1825, which is hereinbefore designated by the No. 11) to effect, grant, and issue on behalf of the Company, not only all or any such Insurances and Policies of insurance, annuities, endowments, and other transactions as by the said clause they are now empowered to effect, grant, and issue, but also any insurances and policies of assurance on lives or survivorships, which they may think fit, upon the terms of entitling the holders thereof or their executors, administrators, or assigns to participate in the profits made by the Company in its business of life assurance, and to grant the same policies, or any of them, at such rates and according to such scales of premiums, and otherwise upon such terms subject only to the conditions and restrictions hereinafter imposed, as the said Board of Directors shall from time to time in their absolute discretion deem expedient, and that the said clause hereinbefore designated by the Number 11 shall be henceforth read and construed as if this present article or provision were incorporated therewith and formed part thereof.

Directors may issue policies on the participating as well as on the non-participating principle.

2. That any policy or other instrument issued under the last preceding clause shall be signed by three directors at the least, and shall in all respects in which it is not otherwise provided by this present deed, be subject to the regulations

Policies to be nevertheless signed by three directors, and subject to provisions of

\* The clauses referred to in this and the following deed are numbered in manuscript in the preceding deed.

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original  
articles in  
other respects.

contained in the aforesaid articles of the 20th day of July, 1826, as the same have been from time to time heretofore or hereafter may be duly varied and are now or for the time being may be in force.

3. That the clauses of the aforesaid articles which are hereinbefore designated respectively by the numbers 5, 6, 7, and 8, and also the hereinbefore recited provisions of the aforesaid Supplemental Deed of the 28th day of March, 1837, be repealed and have no operation or effect, and instead thereof the following regulations shall be observed with respect to the profits henceforth to be realized on participating policies issued in the said life department (that is to say) The net profits shall in the first place be applied to pay interest at a rate not exceeding 5 per cent. per annum, as the board of directors shall determine on the amount of any capital or other monies, which may from time to time be advanced by the non-participating life insurance department to the participating department, and in the next place such a proportion of the residue of the said profits as the board of directors shall from time to time determine (but not exceeding four-fifths thereof), shall be set apart and appropriated for division among the holders for the time being of policies of life assurance issued on the participating principle, and shall be divided among them, accordingly in the manner hereinafter mentioned, and the residue of the profits arising from the participating branch of the life insurance department shall fall into and form part of shareholders profits and shall be divisible as such in the manner hereinafter mentioned.

At the expiration of every five years, account to be taken of the assets and liabilities of the Company in each branch of its operations, and of its profits and assets.

4. That for the purpose of ascertaining the net profits of the participating branch of the life department, the accounts of the Company made up at the end of every quinquennial period shall in future be so made out and taken as to exhibit separately the assets and liabilities of the Company in each department or branch of its operations, namely, in the fire branch and in the life branch, and in the latter branch shall also distinguish the assets and liabilities upon non-participating assurances and upon participating assur-

DAMAGED DOCUMENT

ances respectively, and that at the expiration of the quinquennial period, which will terminate on the 1st day of March, 1885, and at the end of every subsequent five years or oftener as the directors shall determine, an estimate and account shall be made and taken of the profits and liabilities and losses of the Company in each of the aforesaid branches of its operations, and of the current or prospective income derivable from the same, and that such liabilities and incomes shall be estimated or calculated without taking into account any future profits, and making a proper deduction for future expenses, and such accounts shall be submitted to the proprietors or shareholders at the ordinary general meeting or court of proprietors, next following the expiration of such period.

5. That after making due allowances in the aforesaid accounts for the ordinary management expenses of the life department of the said Company, or the proportion thereof chargeable to the participating branch, and for all other outgoings properly chargeable thereon, the clear net profits in that particular branch (namely the participating branch of the life department) of the operations of the Company shall be ascertained and declared, and on the said accounts being passed and approved by the aforesaid general court or meeting of proprietors, the same shall form the basis in which the application of profits shall be made, which is directed by the 3rd Article of these presents.

Accounts provided by preceding article to be the basis of the division of profits created by article 3.

6. That no portion of the profits mentioned in the 3rd Article of these presents shall be applicable or divisible as therein mentioned, except upon the basis of the accounts which shall be made out and taken as aforesaid, and that the directors shall have full power to determine which, if any, and what portions respectively of the items of profits appearing in such accounts, shall be considered to be, and be applicable as profits of the participating branch of the life department under the provisions of the 3rd Article of these presents, and also what proportion thereof shall be appropriated for division among the holders of participating assurance policies, and that the

No portion of funds to be divisible as profits except upon the basis of accounts made out as before directed. And directors to determine what shall be divided as profits.

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And whether profits to be paid to policy holders in cash or otherwise,

Policy holders on participating scale not entitled to portion of profits until after payment of a certain number of premiums,

sum of money or proportion of profits which shall be so set apart for the benefit of such holders of participating life policies as aforesaid, shall be thereupon paid, divided, or allotted unto and among such holders in such proportion and manner, and either in a cash payment or in reduction of future premiums, or as a reversionary bonus or addition to the sum assured, or otherwise as the said directors shall determine: Provided always that in apportioning and allotting the said money among the said policy holders, the directors shall have regard to the amounts of premium paid on each policy respectively at the date of the apportionment, and that the holder of any participating assurance policy in which premiums of equal amount shall be payable yearly during the whole term of life shall not be entitled to share at all in the money which shall be so set apart as aforesaid, unless and until he shall have paid at least three of such annual premiums, or a sum equivalent thereto, and that the holders of any such policy on which premiums shall be payable at periods or at a period irrespective of the duration of life, shall not be entitled to share in the said sum so set apart as aforesaid, unless or until he or she shall have paid three of the last mentioned premiums or a sum equivalent thereto.

Further provision as to investment of monies.

7. That it shall be lawful for the Court of directors of the said Company, to invest the funds of the Company as well in the manner directed by the clause in the said articles hereinbefore distinguished as No. 11, as also on debentures or bonds, or perpetual debenture Stock of such railway company, or on such securities guaranteed by government as the directors shall approve.

Regulations as to the non-participating life department and interest.

8. That the following regulations shall henceforth be observed with respect to shareholders profits realized and arising from the fire insurance department, and from the non-participating branch of life insurance department, and also the portion of profits arising from the participating branch of the life insurance department which shall belong to the shareholders above provided.

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9. That it shall be lawful for the board of directors to make such additions to the capital stock vested in the trustees, and also to make such reserves out of the funds of the Company, as they shall from time to time deem expedient for the benefit of the Company.

As to additional capital and reserves.

10. That such interest dividends or divisions of profit as the board of directors shall from time to time determine, shall be annually paid or divided among the shareholders in the month of April, in each year, on a day to be fixed from time to time by the board of directors.

As to dividends.

11. That at the end of every five years, or oftener, if an extraordinary meeting of the directors specially convened, shall think proper, a bonus by way of profit in the fire insurance department may be declared by the board of directors out of the funds of the Company as hereinafter mentioned, a careful investigation of the affairs of the Company having been previously made; but no bonus shall be declared, nor shall any division of profit be made, unless the same can be made without affecting or diminishing the capital stock of the Company, and the additions and augmentations which have been made or which shall hereafter be made thereto.

As to bonus from fire department.

12. That these presents shall be and be deemed and taken to be supplemental to, and to be part of, and incorporated with the said original articles of the 20th day of July, 1825, partly hereinbefore recited, and the said articles and all deeds supplemental thereto, hitherto made and executed, shall be henceforth read and construed as if these presents were incorporated therein, and such articles and deeds so far as the same, or any of them respectively, or any parts thereof respectively, are inconsistent with or repugnant to these presents, shall be, and the same are hereby varied, altered or repealed, as may be necessary in such manner as to be in accordance herewith, and so far as the same or any of them, or any parts thereof respectively, are not so inconsistent or repugnant, shall be, and the same are hereby ratified and confirmed.

Deed to be read with original articles.

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36196  
23 JUL 1898

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## APPENDIX B.

*By supplemental deed of settlement 28th March,  
1871, the following provisions were adopted.*

Not less  
than thirty  
proprietors to  
form an extra-  
ordinary or  
special court.

1. That at every extraordinary or special general court or Meeting of proprietors of the said Company, which shall be held after the date of these presents, thirty proprietors at the least, duly qualified to vote in accordance with the said recited articles and supplemental deeds, shall be personally present at the commencement, and also when a decision shall take place upon any part of the business to be there transacted, and that if or after it shall appear or be ascertained at any such court or Meeting, or intended court or meeting that thirty proprietors are not present, the business thereof shall not be commenced, or if commenced shall not be concluded, and the Court or Meeting shall be dissolved, and any proprietor present may before or at any time during the Meeting require the number of proprietors present to be counted for the purpose of this article.

Powers  
hitherto exer-  
cisable by  
general or ex-  
traordinary  
court of not  
less than forty  
proprietors  
may in future  
be exercised by  
courts of not  
less than thirty  
members.

2. That the several powers which by the clause or provision of the said articles partly hereinbefore recited, and herein distinguished by the number 23, are conferred on a court of forty proprietors, and also the several powers which by the clause of the said articles hereinbefore recited and distinguished by the number 24, are conferred on a general or special court consisting of not less than forty proprietors, and also all other whatsoever the powers, discretions, and authorities, which under or by virtue of the said recited articles, as varied and added to by the aforesaid supplemental deeds, might at or immediately before the date of these presents be or have been exercised, or which, but for the execution of these presents might hereafter be exercised by any court of proprietors (whether general or extraor-

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duary), consisting of not less than forty proprietors, shall, and may at all times or at any time or times hereafter, be exercisable and be exercised by any court of proprietors, (general or extraordinary,) consisting of not less than thirty proprietors duly qualified to vote as aforesaid, two thirds of the votes being in favour of the exercise of the said powers. And that the provision, direction, or condition in the said hereinbefore recited clause, No. 24 of the said articles, contained to the effect, that any such supplemental deed or deeds, instrument or instruments in writing as therein mentioned, shall be under the respective hands and seals of the forty proprietors or upwards in the said clause mentioned; shall be and the same is hereby varied by substituting for the same provision, direction, or condition in the said clause, a provision, direction, or condition that every such deed or instrument shall be under the hands and seals of not less than thirty proprietors, duly qualified to vote at the general courts of the said Company, and who or any of whom may, or may not, have been present at the court, ordering or directing such deed or instrument to be made and executed, and which deed or instrument it is hereby declared shall be sufficient for all the purposes of the said clause, and of these presents notwithstanding that the proprietors sealing and delivering the same may be less than forty in number, or that all or some of them may not have been present at the court, ordering or directing the same.

3. That in all cases not included in the two foregoing clauses of these presents, or either of them, it shall be sufficient and necessary that twenty proprietors at the least, duly qualified to vote, shall be personally present at any general court of proprietors at the commencement, and also when a decision shall take place upon any part of the business to be there transacted, and that the clause the aforesaid articles which is hereinbefore recited and numbered 22, shall henceforth apply and be in force in relation to the general court of proprietors mentioned in this present clause and to none others.

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4. That (notwithstanding the provisions of the hereinbefore recited articles of the 20th day of July, 1825,) it shall not be obligatory upon the general annual court of proprietors of the said Company, which shall be held in the year 1872, or in any subsequent year, for the appointment of directors to choose or appoint more than twenty directors of the said Company (or a greater number of new directors than will suffice to make up the number of twenty directors of the said Company) for the ensuing year, exclusive of such additional directors elected by the shareholders in particular neighbourhoods as are mentioned in the clause of the said articles hereinbefore recited and numbered 12; but that not less than ten of the total number of directors so to be appointed, or to be constituted as aforesaid, whatever may be such total numbers, shall be directors chosen from amongst proprietors (duly qualified as in the said articles mentioned), who shall be resident in the city of York, or within six miles of the Cathedral of the said city.

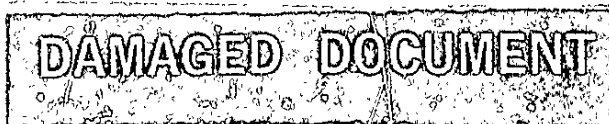
5. That the board or court of directors so to be chosen and appointed, or to be constituted as hereinbefore authorized or mentioned, whatever may be the total number of directors forming the said board (provided that such number be not less than twenty), shall have and may exercise all the powers, discretions, and authorities, and possess all the rights, and be subject to all the conditions and directions which by virtue of the hereinbefore recited articles and the supplemental deeds varying the same, the board or court of thirty directors mentioned in the said articles, have or may exercise, or possess, or are subject to, or before the execution of these presents, had, or exercised, or possessed, or were subject to respectively (subject only as herein expressed or provided).

6. That notwithstanding anything hereinbefore contained, every meeting of such directors as herein mentioned consisting of five or more such directors, shall be, and styled a board or court of directors, and shall, and may have, and exercise all the powers of such a board or court

and that the several provisions of the aforesaid articles of 20th day of July, 1825, which are hereinbefore recited, and which relate or refer either expressly or by implication to the directors, or court, or board of directors of the said Company, and all other the provisions of the same articles which relate or refer to the directors, or court, or board of directors of the said company, and in particular the several expressions or provisions of the same in part recited articles which are referred to in the clause or recital hereinbefore contained, numbered 25, shall apply and be in force (with such alterations only as the diminution hereby authorized in the total number of directors shall make necessary,) to the directors who shall be appointed after the date of these presents, (notwithstanding that they may be less than thirty in number in the same manner as the same provisions and expressions respectively were applicable before the date of these presents to the directors of the said Company, heretofore for the time being in office, (the term "a majority," or other proportion as applied to such future directors, or any future court or board being understood to refer to the then actual number of directors, or number forming such court or board as the case may be, but any special number or quorum as nine, five, three, or other special number being understood to remain unaltered.)

7. That it shall in future be lawful for the court of directors of the Company for the time being, to invest the funds of the Company as well in the manner authorized by the clause in the said articles hereinbefore distinguished as No. 16, and in the manner authorized by supplemental deed of the 30th day of March, 1853, hereinbefore recited, as also in any of the public stocks, or Funds, or government bonds, or securities of any dominion, colony, or dependancy of the United Kingdom (including India), not being bonds or other securities transferable by delivery only and without writing.

8. That these presents shall be deemed and taken to be and shall be supplemental to, and to be part of, and



incorporated with the said original articles of the 20th day of July, 1825, partly hereinbefore recited, and that the said articles and all deeds supplemental thereto, hitherto made and executed, shall be henceforth read and construed as if these presents were incorporated therewith, and that such articles and deeds so far as the same or any of them respectively, or any parts thereof respectively are inconsistent with or repugnant to these presents, shall be and the same are hereby varied, altered, or repealed, as may be necessary in such manner as to be in accordance herewith, and that so far as the same or any of them, or any parts thereof respectively are not so inconsistent or repugnant, the same shall be, and the same are hereby ratified and confirmed.

FINIS.

W. SUTHERAN, PRINTER, LITTLEGATE, 1828.

DAMAGED DOCUMENT

THE  
YORKSHIRE FIRE & LIFE INSURANCE COMPANY.

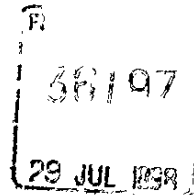
*Regulation*

GRAY & DODSWORTH,  
York.

The York Printing Company, Ltd.



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## To all to whom these Presents shall come

WE the undersigned Proprietors (hereinafter called the "concurring Proprietors") of and in the YORKSHIRE FIRE AND LIFE INSURANCE COMPANY (hereinafter referred to as "the Company") send greeting WHEREAS the Company was constituted by Deed of Settlement dated the Twentieth day of July one thousand eight hundred and twenty-five AND WHEREAS by the said Deed of Settlement it is (amongst other things) provided that it shall be lawful for a general or special Court consisting of not less than forty proprietors to increase the number of shares on such terms as they shall think proper or to direct that an Act of Parliament or Charter shall be applied for and obtained for facilitating the management of the concern of the said Company or to order and direct that a supplemental deed or deeds instrument or instruments in writing shall at any time or times be made and executed containing such clauses provisoes and declarations as such extraordinary or special court of proprietors shall think expedient or proper for altering revoking or adding to the conditions provisoes and agreements therein contained which deed or deeds instrument or instruments shall be indorsed upon or affixed to or declared to be part of or in addition to these presents and be under the respective hands and seals of the said forty proprietors or upwards and the same shall thenceforth be and be deemed and considered as part of these presents and binding upon the several members of the Company and their respective representatives in like manner as if the same had been herein inserted or comprised AND WHEREAS by a Supplemental Deed of Settlement dated the Twenty-Eighth day of March one thousand eight hundred and seventy-one it was amongst other things provided that all powers which up to that date were exerciseable by a General or Extraordinary Court of not less than forty proprietors might in future be exercised by courts of not less than thirty proprietors And further that the provision of the original Deed of

Settlement hereinafore recited should be and the same was thereby varied by substituting for the same provision a provision that every such deed or instrument as aforesaid should be under the hands and seals of not less than thirty proprietors who or any of whom may or may not have been present at the Court ordering such deed to be made or executed AND WHEREAS at a Special Court of the Company consisting of not less than thirty proprietors (namely of the concurring proprietors) duly convened and held at the City of York on Tuesday the Twenty-Sixth day of April one thousand eight hundred and ninety-two in accordance with the hereinbefore recited provisions it was resolved that the regulations submitted to the meeting (a copy of which is set forth in the Schedule hereto) should be adopted as the laws and regulations of the Company to the exclusion of and in substitution for all the laws and regulations contained in the Company's Deed of Settlement and in the several supplemental Deeds dated respectively the First day of July one thousand eight hundred and thirty-three the Twenty-Eighth day of March one thousand eight hundred and thirty-seven the Thirtieth day of March one thousand eight hundred and fifty-eight and the Twenty-Eighth day of March one thousand eight hundred and seventy-one and that a supplemental deed should be made and executed for effecting the adoption of such laws and regulations and of altering and revoking the conditions provisoes and agreements contained in the said Deed of Settlement and supplemental deeds accordingly AND WHEREAS these presents have been prepared pursuant to the said resolution

NOW THESE PRESENTS WITNESS AND DECLARE as follows:—

1. These Presents shall be regarded as part of or an addition to the said Deed of Settlement and supplemental deeds aforesaid.
2. The regulations set forth in the Schedule hereto shall henceforth have effect and be binding on the several members for the time being of the Company and their respective representatives.
3. All the conditions provisoes and agreements of the said Deed of Settlement and of the said supplemental deeds save only the clauses hereinbefore recited shall be and the same are hereby revoked.



AS WITNESS the hands and seals of the concurring Proprietors this  
 day of 1892 one thousand eight hundred and ninety-two

*THE SCHEDULE above referred to.*

PRELIMINARY.

Interpretation.

1. The marginal notes hereto shall not affect the construction hereof and in these presents unless there be something in the subject or context inconsistent therewith "The Company" means the above named Company which was originally constituted by Deed of Settlement dated the Twentieth day of July one thousand eight hundred and twenty-five.

"Special Resolution" and "Extraordinary Resolution" have the meanings assigned thereto respectively by The Companies Act 1862 sections 51 and 129 as if the Company were subject to that Act.

"The registration of the Company" means the registration of the Company pursuant to Part VII of the Companies Act 1862 should that event occur.

"The Directors" means the directors for the time being.

"The Office" means prior to the registration of the Company the principal place of business of the Company and after the registration of the Company means the registered office for the time being of the Company.

"Member" means the holder of a share in the capital of the Company.

"The Register" means the register of members to be kept as hereinafter provided.

"Month" means calendar month.

"Dividend" includes bonus.

"In writing" means written or printed or partly written and partly printed. (4)

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

Words importing the masculine gender include the feminine gender.

Words importing persons include corporations. (5)

The Company. 2. The Company is to consist of the several holders for the time being of shares in the capital thereof.

Office. 3. The Office of the Company is situate at such place as the directors shall from time to time determine. (6)

Objects. 4. The objects of the Company are :—

(1) To carry on all or any one or more of the following businesses in all or any one or more of their respective branches (namely) Fire Insurance Life Insurance Marine Insurance Accident Insurance Guarantee and Suretyship business and generally all kinds of insurance business which may be legally undertaken and whether similar to the above or otherwise (7)

(2) To re-insure or counter-insure all or any risks and to undertake all kinds of re-insurance or counter-insurance connected with any of the businesses aforesaid.

(3) To grant and sell annuities of all kinds whether dependent on human life or otherwise and whether perpetual or terminable and whether contingent or otherwise. (8)

- (4) To contract with leaseholders borrowers lenders annuitants and others for the establishment accumulation provision and payment of sinking funds redemption funds depreciation funds renewal funds endowment funds and any other special funds and that either in consideration of a lump sum or of an annual premium or otherwise and generally on such terms and conditions as may be arranged.
- (5) To purchase and deal in reversionary interests absolute or contingent and estates for life whether determinable or not in property of all kinds and to acquire or extinguish by purchase or surrender any policy security or grant issued by the Company.
- (6) To appropriate any of the assets of the Company as a special fund or special funds for the security or benefit of any policy holders of the Company or for any other purposes which may seem directly or indirectly conducive to any of the objects of the Company and to give to any class or section aforesaid a right to participate in the profits of the Company or in the profits of any particular branch of its business or any other special privileges advantages or benefits.
- (7) To purchase or otherwise acquire and undertake all or any part of the business property and liabilities of any person or Company carrying on or formed to carry on either in the United Kingdom or elsewhere any business which this Company is authorised to carry on or possessed of property suitable for the purposes of this Company.
- (8) To enter into partnership or into any arrangement or treaty for sharing profits union of interests joint adventure reciprocal concession or co-operation with any person or Company carrying on or engaged in or about to carry on or engage in any business or transaction which this Company is

authorised to carry on or engage in or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company and to take or otherwise acquire and hold shares or stock in or securities of and to subsidise or otherwise assist any such Company and to sell hold re-issue with or without guarantee or otherwise deal with such shares or securities and to manage or control or take part in the management or control of the business of any such Company and to act as Agent or Trustees for any such Company.

- (9) To dispose of and transfer the undertaking of the Company or any part thereof for such consideration and on such terms as the Company may think fit and in particular for shares debentures or securities of any other Company.
- (10) 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 these objects or capable of being profitably dealt with in connection with any of the Company's property or rights for the time being.
- (11) To establish and support or to aid in the establishment and support of associations institutions funds trusts or conveniences calculated to benefit persons employed by the Company or having dealings with the Company and to pay pensions and give gratuities to employes and ex-employes and others dependent on or connected with them and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public general or useful object.
- (12) To promote and establish any Company or Companies which may seem directly or indirectly calculated to benefit this Company.

- (13) To invest the moneys of the Company not immediately required in such manner and upon such terms as may seem expedient and in particular in the purchase of or upon any property or rights whatsoever and wheresoever.
- (14) To lend deposit or advance moneys to such persons and on such terms as may seem expedient.
- (15) To obtain any Act of Parliament for enabling the Company to carry any of its objects into effect or for any modification of the Company's constitutions or for any other purpose that may seem expedient and to resist and oppose any Bill in Parliament or any proceedings or agitation that may seem directly or indirectly adverse to the Company's interests.
- (16) To effect all such insurances and guarantees whether against loss upon any investment or security or otherwise as may seem expedient and to pay all premiums and other moneys necessary for these purposes.
- (17) To draw accept indorse discount execute and issue bills of exchange promissory notes debentures bills of lading and other negotiable or transferable instruments or securities and to borrow or raise money.
- (18) To pay satisfy or compromise any claims made against the Company which it may seem expedient to pay satisfy or compromise notwithstanding that the same may not be valid in law and to re-insure and effect counter guarantees.
- (19) To do all or any of the above things in any part of the world and either as principals agents trustees contractors or otherwise and either alone or in conjunction with others and either by or through agents sub-contractors trustees or otherwise.

(20) To sell exchange enfranchise 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.

(21) To do all such other things as are incidental or conducive to the attainment of the above objects and so that the word "Company" in this clause shall be deemed to include any partnership or other body of persons whether incorporated or not incorporated and whether domiciled in the United Kingdom or elsewhere.

Capital  
£1,000,000.

5. The existing capital (namely Five Hundred Thousand Pounds divided into ten thousand shares of Fifty Pounds each with Five Pounds per share paid up) is hereby increased to One Million Pounds by the creation of fifty thousand new shares of Ten Pounds each and each of the existing Fifty Pounds shares is hereby divided into five shares of Ten Pounds with One Pound per share credited or paid up thereon.

6. The shares in the capital may be divided into several classes with any preferential qualified special or deferred rights privileges and conditions attached thereto.

Minimum and  
Maximum  
holding.

7. No person shall hereafter be registered as a member unless he holds at least One Hundred Pounds nominal of the capital and no transfer of a portion of a holding shall be registered where the shares of such holding left untransferred shall be less than One Hundred Pounds nominal. And no person shall be registered as the holder of more than Five Thousand Pounds nominal of the capital unless he become entitled to the excess as Executor or Administrator of a deceased member or under his Marriage Settlement.

Allotment of  
shares.

8. The shares shall be under the control of the Directors who may allot or otherwise dispose of the same to such persons on such terms and conditions and at such times as the Directors think fit and in particular at

Shares may be  
issued or bought  
to different  
conditions as to  
calls etc.

Installments  
shares to be  
duly paid.

Liability of  
joint holders  
of share.

Trusts not  
recognized.

Witnesses

Members to  
be certified.

may develop lease  
otherwise deal with  
the Company.

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with Five Pounds  
Pounds by the  
and each of the  
of Ten Pounds

eral classes with  
s and conditions

unless he holds  
no transfer of a  
such holding left  
nominal. And no  
housand Pounds  
as Executor or  
Settlement.

ns who may allot  
such terms and  
in particular at

par or at a premium and either as fully paid up or partly paid up and either upon the footing that the amount unpaid shall be paid by instalments or otherwise.

Shares may be  
issued subject  
to different  
conditions as  
to calls etc.

9. 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.

Instalments on  
shares to be  
duly paid.

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

Liability of  
joint holders  
of share.

11. 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.

Trusts not  
recognised.

12. The Company shall be entitled to treat the registered holder of any share as the absolute owner thereof and accordingly shall not be bound to recognise any equitable or other claim to or interest in such share on the part of any other person save as herein provided.

#### CERTIFICATES.

Certificates

13. The certificates of title to shares shall after the registration of the Company should that event occur 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 and until registration shall be signed by two Directors and countersigned by the Secretary or some other person appointed as aforesaid.

Member's right  
to certificate.

14. Every member shall be entitled to one certificate for the shares registered in his name or at the option of the Company to several certificates

each for a part of such shares. Every certificate of shares shall specify the number of the share in respect of which it is issued and the amount paid up thereon

When interest  
on call or  
instalment  
payable.

As to issue of  
new certificate  
in place of one  
defaced.

15. 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 upon proof thereof to the satisfaction of the Directors and on such indemnity as the Directors deem adequate being given a new certificate in lieu thereof shall be given to the party entitled to such lost or destroyed certificate.

Payment of  
calls in  
advance.

To which of  
joint holders  
certificate to  
be issued.

16. The certificates of shares registered in the names of two or more persons shall be delivered to the person first named on the register.

## CALLS.

Calls.

17. 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.

If call or  
instalment not  
paid notice  
may be given.

When call  
deemed to  
have been  
made.

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

Form of notice.

Restrictions  
on power to  
make calls.

19. No call shall exceed Twenty per cent. of the nominal amount of a share or be made payable within three months after the last preceding call was payable.

Notice of call.

20. Twenty-one days' notice at least of any call shall be given specifying the time and place of payment and to whom such call shall be paid.

If notice not  
complied with  
shares may  
be forfeited.



When interest  
on call or  
instalment  
payable.

21. If the sum payable in respect of any call or instalment be not paid on or before the day appointed for payment thereof the holder for the time being of the share in respect of which the call shall have been made or the instalment shall be due shall pay interest for the same at the rate of Five Pounds per centum per annum from the day appointed for the payment thereof to the time of the actual payment or at such other rate as the Directors may determine.

Payment of  
calls in  
advance.

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

#### FORFEITURE AND LIEN.

If call or  
instalment not  
paid notice  
may be given.

23. If any member fail to pay any call or instalment on or before the day appointed for the payment of the same 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 non-payment.

Form of notice.

24. The notice shall name a day (not being less than fourteen days from the date of the notice) and a place or places on and at which such call or instalment and such interest and expenses as aforesaid are to be paid. 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 the call was made or instalment is payable will be liable to be forfeited.

If notice not  
complied with  
shares may 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.

Notice after  
forfeiture.

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

Forfeited share  
to become  
property of  
Company.

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

Power to annul  
forfeiture.

28. 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 conditions as they think fit.

Arrears to be  
paid notwith-  
standing  
forfeiture.

29. Any member whose shares have been forfeited shall notwithstanding be liable to pay and shall forthwith pay to the Company all calls instalments interest and expenses owing upon or in respect of such shares at the time of the forfeiture together with interest thereon from the time of forfeiture until payment at Five per centum per annum and the Directors may enforce the payment thereof if they think fit.

Company's lien  
on shares.

30. The Company shall have a first and paramount lien upon all the shares other than fully paid up shares registered in the name of each member (whether solely or jointly with others) for his debts liabilities and engagements solely or jointly with any other person to or with the Company whether the period for the payment fulfilment or discharge thereof shall have actually arrived or not. 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 if any on such shares.

as to enforcing  
pen on sales.

application of  
records of  
sale

Validity of  
sales.

Execution of  
transfer etc.

Form of  
transfer.

31  
shares  
made u  
writing  
execut  
them  
engage  
sale s  
engag  
his ex

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will

As to enforcing  
lien on sales.

31. 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 the payment fulfilment or discharge of such debts liabilities or engagements for seven days after such notice. The net proceeds of any such sale shall be applied in or towards satisfaction of the debts liabilities or engagements of such member and the residue (if any) paid to such member his executors administrators or assigns.

Application of  
proceeds of  
sale.

Validity of  
sales.

32. Upon any sale after forfeiture or for enforcing a lien in purported exercise 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 the validity of the sale shall not be impeached by any person and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.

#### TRANSFER AND TRANSMISSION OF SHARES.

Execution of  
transfer etc.

33. The instrument of transfer of any share shall be signed 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.

#### FORM OF TRANSFER.

Form of  
transfer.

34. Prior to the registration of the Company the instrument of transfer of any shares shall be in writing in such form as the Directors shall from time to time prescribe and after the registration of the Company in the usual common form or in the following form or as near thereto as circumstances will admit—

I  
of  
in consideration of the sum of  
Pounds paid to me by  
of  
hereinafter called " the Transferee " do hereby transfer to the " Transferee " the share or shares numbered to inclusive in the undertaking called the " Yorkshire Fire and Life Insurance Company " To hold unto " the Transferee " his executors administrators and assigns subject to the several conditions on which I held the same immediately before the execution hereof and I " the Transferee " do hereby agree to take the said shares subject to the conditions aforesaid.

AS WITNESS our hands and seals the day of .

In what case  
Directors may  
decline to  
register  
transfer.

35. The Directors may decline to register any transfer of shares or stock 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.

Transfer to be  
left at office  
and evidence  
of title given.

36. 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 Transferor or his right to transfer the shares.

When transfer  
to be returned.

37. All instruments of transfer which shall be registered shall be retained by the Company but any instrument of transfer which the Directors may decline to register shall be returned to the person depositing the same.

Fee on  
Transfer.

38. After the registration of the Company a fee not exceeding Two Shillings and Six Pence may be charged for each Transfer and shall if required by the Directors be paid before the registration thereof.

When transfer  
books and  
register may  
be closed.

39. 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

instrument  
registered  
etc.

to transfer  
P.

to transfer  
shares of  
ceased or  
absent  
members.

over to  
increase  
capital.

In what  
conditions new  
shares may be  
issued as to  
dividends  
etc.

Power to  
modify rights.

one of  
Company  
such  
of any  
the C

or bar  
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Direc  
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the e  
exper

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resol  
as li  
with  
asset

or of  
and

provision for  
transfer of  
shares.

to transfer  
shares of  
deceased or  
bankrupt  
members.

to transfer  
shares of  
deceased or  
bankrupt  
members.

power to  
increase  
capital.

On what  
conditions new  
shares may be  
issued as to  
references  
etc.

Power to  
modify rights.

40. The executors 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 or stock 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.

41. 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 such evidence of his title as the Directors think sufficient may with the consent of the Directors (which they shall not be under any obligation to give) be registered as a member or may subject to the regulations as to transfers hereinbefore contained transfer such shares. This Clause is hereinafter referred to as "The Transmission Clause."

#### INCREASE AND REDUCTION OF CAPITAL.

42. The Company in General Meeting may from time to time increase the capital by the creation of new shares of such amount as may be deemed expedient.

43. The new shares shall be issued upon such terms and conditions and with such rights and privileges annexed thereto as the General Meeting resolving upon the creation thereof shall direct and if no direction be given as the Directors shall determine and in particular such shares may be issued with a preferential or qualified right to dividends and in the distribution of assets of the Company and with a special or without any right of voting.

44. If at any time the capital by reason of the issue of preference share or otherwise is divided into different classes of shares all or any of the rights and privileges attached to each class may be modified by agreement between

the Company and any person purporting to contract on behalf of that class provided such agreement is ratified in writing by the holders of at least two-thirds of the shares of the class.

If it is for the  
purpose of creating  
new shares in  
the original  
capital.

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

Reduction of  
capital.

46. The Company may from time to time by special resolution reduce its capital by paying off capital or cancelling capital which has been lost or is unrepresented by available assets or reducing the liability on 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 sub-divide or consolidate its shares or any of them.

Subdivision  
into preferred  
and ordinary.

47. The special resolution whereby any share is sub-divided may determine that as between the holders of the shares resulting from such sub-division one of such shares shall have a preference over the other or others and that the profits applicable to the payment of dividends thereon shall be appropriated accordingly.

#### GENERAL MEETINGS.

When  
subsequent  
General  
Meetings to be  
held.

48. General Meetings shall be held once in every year at such time and place as may be prescribed by the Company in General Meeting and if no time or place is prescribed then at such time and place as may be determined by the Directors.

Meetings to  
be held on  
ordinary and  
extraordinary  
meetings.

49. The General Meetings mentioned in the last preceding Clause shall be called "Ordinary General Meetings" all other meetings of the Company shall be called "Extraordinary General Meetings."

When extra-  
ordinary  
meeting to be  
held.

50. The  
requisition  
of the issued

Form of  
requisition for  
meeting.

51. An  
required and  
deposited at  
signed by one  
for the purpose  
by the Directors

When  
requisitionists  
may call  
meetings.

52. In  
convene an  
days after s  
like proportion  
within six w

Notice of  
meeting.

53. So  
and in case  
given either  
hereinafter

As to omission  
to give notice

54. The  
members sh

Business of  
ordinary  
meeting.

55. The  
and consid  
the Directors  
place of the  
other business  
Ordinary

0

0

When extra-  
ordinary  
meeting to be  
called.

50. The Directors may whenever they think fit and they shall upon a requisition made in writing by members holding in the aggregate one-tenth of the issued capital convene an Extraordinary General Meeting.

Form of  
requisition for  
meeting.

51. Any such requisition shall specify the object of the Meeting required and shall be signed by the members making the same and shall be deposited at the office. 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 requisitions and if convened otherwise than by the Directors for those purposes only.

When  
requisitionists  
may call  
meetings.

52. In case the Directors for fourteen days after such deposit fail to convene an Extraordinary General Meeting to be held within twenty-one days after such deposit the requisitionists or any other members holding the like proportion of the capital may themselves convene a meeting to be held within six weeks after such deposit.

Notice of  
meeting.

53. 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 save as hereinafter provided.

As to omission  
to give notice

54. 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.

Business of  
ordinary  
meeting.

55. The business of an Ordinary General Meeting shall be to receive and consider the profit and loss account and the balance sheet 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 General Meeting and any business which is brought under

Special  
Business.

consideration by the report of the Directors issued with the notice convening such meeting. All other business transacted at an Ordinary Meeting and all business transacted at an Extraordinary General Meeting shall be deemed special.

Quorum.

56. Twenty members personally present shall be a quorum for a General Meeting and no business shall be transacted at any General Meeting unless the quorum requisite be present at the commencement of the business.

Chairman of  
General  
Meeting.

57. The Chairman of the Directors shall be entitled to take the chair at every General Meeting or if there be no Chairman or if at any meeting he 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.

When if  
quorum not  
present  
meeting to be  
dissolved and  
when to be  
adjourned.

58. 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.

How questions  
to be decided  
at meetings.

Casting vote.

59. Every question submitted to a meeting shall be decided in the first instance by a show of hands and in 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.

When is to be  
evidence of the  
passing of a  
resolution  
where poll not  
demanded.

60. At any General Meeting unless a poll is demanded by at least five members or by members holding or representing by proxy or entitled to vote in respect of at least one-tenth part of the capital represented at



the meeting a declaration by the Chairman that a resolution has been carried 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.

Poll.

61. 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.

Power to  
adjourn  
General  
Meeting.

62. 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.

In what cases  
poll taken  
without  
adjournment.

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

Business may  
proceed not-  
withstanding  
demand of poll

64. 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.

Votes of  
Members.

65. Every member shall have one vote for the shares held by him being less than fifty in number and two votes for the shares held by him being fifty or any greater number less than one hundred and three votes for the shares held by him being one hundred or any greater number less than two hundred and fifty and four votes for the shares held by him being two hundred and fifty or any greater number

Votes in  
respect of  
shares of  
deceased and  
bankrupt  
members

66. 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 at which he proposes to vote he shall satisfy the Directors of his right to transfer such shares or unless the Directors shall have previously admitted his right to vote at such meeting in respect thereof.

Then vote by  
proxy valid  
though  
authority  
revoked.

Joint holders.

67. If there are joint registered holders of any shares any one of such persons may vote at any meeting either personally or by proxy in respect of such shares as if he were solely entitled thereto and if more than one of such joint holders be present at any meeting personally or by proxy that one of the said persons so present whose name stands first on the register in respect of such shares shall alone be entitled to vote in respect thereof. Several executors or administrators of a deceased member in whose name any shares stand shall for the purposes of this Clause be deemed joint holders thereof.

Form of proxy

Proxies  
permitted.

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

Instrument  
appointing  
proxy to be in  
writing.

69. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney or if such appointor is a corporation under its common seal. No person shall be appointed a proxy who is not a member of the Company and qualified to vote.

Proxies to be  
deposited at  
office.

70. The instrument appointing a proxy and the power of attorney (if any) under which it is signed shall be deposited at the registered office of the Company 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 but no instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution.

No Member  
entitled to  
vote etc. while  
call due to  
Company.

When vote by  
proxy valid  
through  
authority  
revoked.

71. 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 unless an intimation in writing of the death revocation or transfer shall have been received at the registered office of the Company before the meeting.

Form of proxy

72. Every instrument of proxy whether for a specified meeting or otherwise shall as nearly as circumstances will admit be in the form or to the effect following:—

# THE YORKSHIRE FIRE AND LIFE INSURANCE COMPANY.

I  
of  
in the County of  
being a member of The Yorkshire Fire and Life Insurance Company hereby  
appoint  
of  
or failing him  
of  
or failing him  
of  
as my proxy to vote for me and on my behalf at the ordinary [or extraordinary]  
General Meeting of the Company to be held on the  
day of and at any adjournment thereof.

AS WITNESS my hand this

day of

No Member  
entitled to  
vote etc. while  
call due to  
Company.

73. 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.

Number of  
Directors.

74. The number of the Directors shall not be less than twelve nor more than twenty. Whenever a vacancy in the Directorate exists or is about to occur the Directors may by resolution determine that such vacancy shall not be filled up and that the number of the Directors shall be reduced accordingly but no such resolution shall have effect unless a majority of the Directors for the time being are present at the meeting making the same.

Present  
Directors.

75. The persons hereinafter named are the present Directors that is to say :—

Name.	Address.	Date of Appointment.
Philip Saltmarsh, Esq. . . . .	Saltmarsh near Howden . . . . .	19th March 1860
Sir G. O. Wombwell, Bart. . . . .	Newburgh Priory, near Easingwold . . . . .	21st March 1863
Edward P. Maxsted, Esq. . . . .	Hull . . . . .	4th June 1873
H. J. Ware, Esq. . . . .	York . . . . .	4th March 1874
John F. Taylor, Esq. . . . .	Holly Bank House, York . . . . .	25th June 1879
Edwin Gray, Esq. . . . .	York . . . . .	6th October 1880
The Right Honorable Lord Wenlock . . . . .	Esrick Park . . . . .	17th November 1880
Colonel Gerard Smith . . . . .	Hull . . . . .	17th January 1883
David Wilson, Esq. . . . .	Cottingham, Hull . . . . .	7th March 1883
Geo. A. Duncanson, Esq. . . . .	Beverley . . . . .	19th July 1883
Digby Cayley, Esq. . . . .	Norton Grove near Malton . . . . .	14th January 1885
James Melrose, Esq. . . . .	Clifton Croft, York . . . . .	21st January 1885
W. H. Jalland, Esq., F.R.C.S. . . . .	York . . . . .	17th March 1886
H. Bell Thorp, Esq. . . . .	Clifton, York . . . . .	27th October 1886
The Right Honorable Viscount Down . . . . .	Danby Lodge, York . . . . .	20th January 1889
Sir Edward Green Bart., M.P. . . . .	Nunthorpe Hall, York . . . . .	24th December 1890
E. H. Newton, Esq. . . . .	Falford Park, York . . . . .	18th February 1891
The Right Honorable Lord Herries . . . . .	Everingham Park, Yorks. . . . .	15th April 1891

power for  
directors to  
appoint  
additional  
Directors.

Qualification  
of Directors.

Remuneration  
of Directors.

Directors may  
act notwithstanding  
vacancy.

When office of  
Directors to be  
vacated.

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Power for  
Directors to  
appoint  
additional  
Directors.

76. The Directors shall have power from time to time and at any time to appoint any other persons to be Directors but so that the total number of Directors shall not at any time exceed the maximum number fixed as above but no such appointment shall take effect unless a majority of the Directors for the time being are present at the meeting at which such appointment is made and when any such appointment is made to fill up a casual vacancy the Appointee as regards retirement by rotation shall stand in the place of his predecessor and vacate office accordingly unless the vacancy is not filled up within six months after it occurs.

Qualification  
of Directors.

77. The qualification of every Director shall be the holding of shares or stock of the Company of the nominal value of One Thousand Five Hundred Pounds.

78. A Director may be appointed but may not act before acquiring his qualification.

Remuneration  
of Directors.

79. The Directors shall be paid out of the funds of the Company by way of remuneration for their services such sums as the Company in General Meeting may from time to time determine and such remuneration shall be divided among them in such proportions and manner as the Directors may determine.

Directors may  
act notwithstanding  
vacancy.

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

When office of  
Directors to be  
vacated.

81. The office of Director shall be vacated:—

- (a) If he accepts or holds any other office under the Company other than that of Medical Officer Solicitor Banker or Broker.
- (b) If he becomes bankrupt or suspends payment or compounds with his creditors.
- (c) If he is found lunatic or becomes of unsound mind.

- (d) If he at any time cease to hold the required amount of shares or stock to qualify him for office or do not acquire the same within two months after election or appointment.
- (e) If he is requested in writing by a majority of his Co-Directors to resign.
- (f) If by notice in writing to the Company he resign his office.

Directors may  
contract with  
Company.

82. 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 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 it is declared that 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. And 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 declaration may at any time be relaxed or suspended to any extent by the Company in General Meeting. A Director may by himself or his Firm (if any) act in any professional capacity for the Company and shall be entitled to remuneration for services rendered in such capacity as if he were not a Director.

#### ROTATION OF DIRECTORS.

Rotation and  
retire out of  
Directors

83. At the annual Ordinary General Meeting in every year three of the Directors shall retire from office. Every retiring Director shall retain office until the dissolution or adjournment of the Meeting at which his successor is elected.

Which  
Directors to  
retire.

81. Those who have been in default of a Director's appointment shall be eligible.

Present  
Directors.

85. The order of

Meeting to fill  
up vacancies.

86. In manner of persons

Retiring  
Directors to  
remain in  
office till  
successors  
appointed.

87. To take place directors in office year until meeting

Power to  
remove  
Director by  
extraordinary  
resolution.

88. Before the person in time only same if

When  
candidate for  
office of  
Director must  
give notice.

89. By the J at any G him has

Which  
Directors to  
retire.

84. The Directors to retire as aforesaid in each year 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 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.

Present  
Directors.

85. The present Directors shall be deemed to have been appointed in the order in which their names are set forth in Clause 75 hereof.

Meeting to fill  
up vacancies.

86. 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 may fill up any other vacancies.

Retiring  
Directors to  
remain in  
office till  
successors  
appointed.

87. 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.

Power to  
remove  
Director by  
extraordinary  
resolution.

88. The Company may by a special resolution remove any director before the expiration of his period of office and appoint another qualified person in his stead. The person so appointed shall hold office during such time only as the director in whose place he is appointed would have held the same if he had not been removed.

When  
can be late for  
office of  
Director must  
give notice.

89. 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 fourteen 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.

Powers of  
quorum of  
Directors.

### PROCEEDINGS OF DIRECTORS.

Meetings of  
Directors  
quorum etc.

90. The Directors may meet together for the dispatch of business adjourn and otherwise regulate their meetings as they think fit and may determine the quorum necessary for the transaction of business provided that less than five Directors shall not form a quorum. Until otherwise determined five Directors shall be a quorum.

Power to  
appoint  
committees  
and to delegate

91. It shall not be necessary to give notice of any meeting of the Directors to a Director who is not within the United Kingdom.

Proceedings of  
committee.

Direct or may  
summon  
meeting.

92. A Director may at any time and the Secretary upon the request of a Director shall convene a meeting of the Directors.

How questions  
to be  
decided.

93. 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 but nothing in this Clause shall apply to questions which by these presents must be decided by a specified majority.

When acts of  
Directors or  
committee  
shall notwith-  
standing  
defective  
appointment  
etc.

Chairman.

94. The Directors may elect a Chairman and Deputy Chairman or Chairmen of their meetings and determine the period for which they are to hold office but if no such Chairman and Deputy Chairman or Chairmen are elected or if at any meeting the Chairman is not present at the time appointed for holding the same one or other of the Deputy Chairmen shall be Chairman of such meeting but if no such Deputy Chairman is elected or if at such meeting the Deputy Chairman is also not present the Directors present shall choose some one of their number to be Chairman of such meeting.

Remuneration.  
For extra  
service.



Powers of  
quorum of  
Directors.

95. A meeting of the Directors for the time being at which a quorum is present shall be competent to exercise or any of the authorities powers and discretions by or under regulations of the Company for the time being vested in or exercisable by the Directors generally except in cases otherwise provided for by these presents.

Power to  
appoint  
committees  
and delegate

96. The Directors may delegate any of their powers to Committees consisting of such member or 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 it by the Directors.

Privileges of  
committees.

97. 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.

When acts of  
Directors or  
committee  
valid notwith-  
standing  
defective  
appointment  
etc.

98. All acts done at any meeting of the Directors or of a Committee of Directors or by any person acting as a Director shall notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of 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 as qualified to be a Director.

Remuneration  
for extra  
service.

99. 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 shall 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 share in the remuneration above provided.

## MINUTES.

Minutes to be made.

100. That the minutes of all proceedings at the board of Directors shall be entered and kept in proper books for that purpose. And any such minutes of any meeting of the Directors or of any Committee or of the Company 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 matters stated in such minutes.

To appoint Trustees.

## POWERS OF DIRECTORS.

To bring and defend actions etc.

General powers of Company vested in Directors.

101. The management of the business of the Company shall be vested in the Directors who in addition to the powers and authorities by these presents expressly conferred upon them 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 directed or required to be exercised or done by the Company in General Meeting but subject nevertheless to the provisions of the statutes and of these presents and to any regulations from time to time made by the Company in General Meeting provided that no regulation so made shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made.

To give receipts.

To authorize acceptance of

Specific powers given to Directors.

102. Without prejudice to the general powers conferred by the last preceding Clause and the other powers conferred by these presents it is hereby expressly declared that the Directors shall have the following powers that is to say power—

To accept or reject proposals, etc.

To appoint officers, etc.

- (1) To appoint such managers actuaries secretaries officers clerks agents and servants for permanent temporary or special services and to suspend or remove them as they may from time to time think fit And to determine their respective emoluments whether by way of salary commission or income

To vary insurance and other contracts.

or on profits or otherwise and to grant retiring pensions or gratuities And to require security in such instances and to such amount as they may think fit.

To appoint  
Trustees.

- (2) To appoint any person or persons to accept and hold in trust for the Company any property belonging to the Company or in which it is interested or for any other purposes and to execute and do all such deeds and things as may be requisite in relation to any such trust.

To bring and  
defend actions  
etc.

- (3) To institute conduct defend compound or abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and allow time for payment or satisfaction of any debts due and of any claims or demands by or against the Company.

To give  
receipts.

- (4) To make and give receipts releases and other discharges for money payable to the Company and for the claims and demands of the Company.

To authorise  
acceptance etc.

- (5) To determine who shall be entitled to sign on the Company's behalf bills notes receipts acceptances indorsements cheques releases contracts and documents on behalf of the Company.

To accept or  
reject  
proposals,  
etc.

- (6) To accept or reject proposals for insurance and other contracts as and when they think fit.

To vary  
insurance and  
other  
contracts.

- (7) To vary from time to time with the consent of the persons entitled to the benefit thereof any contract of insurance or other contract in any manner but so that every such variation shall be evidenced by a memorandum indorsed on the policy unless a new policy is issued and signed by such person or persons as may be authorised so to do by the Directors.

To revise or  
grant new  
policies.

- (8) To revive any policy that may have become void or lapsed on such terms and conditions and in such cases as may be deemed expedient or in lieu of reviving any such policy to grant any new policy or make any other concession in favour of the persons or any of the persons entitled to the lapsed or void policy.

To accept  
surrenders of  
policies.

- (9) To accept surrenders of any policy or part of any policy upon any terms or conditions as may seem expedient and in particular in consideration of a money payment or of the issue of a new policy or of some other contract privileges or benefit.

To lend on  
policies.

- (10) To lend or advance money on any policy either with or without additional security and to such extent and on such terms and for such purposes as may seem expedient.

To effect  
reinsurances  
etc.

- (11) To effect counter-insurances or re-insurances with any other office or Company or person or persons with a view to diminishing the Company's risk or liability on any contracts made on its behalf in respect of which it is liable.

To make  
special  
concessions

- (12) From time to time to make any special concessions to or in favour of or for the benefit of the policy holders of the Company or any class thereof and either gratuitously or otherwise as may seem expedient.

To acquire  
business of  
other  
Companies.

- (13) To acquire and take over on such terms and conditions as may be arranged the whole or any part of the business assets undertaking and liabilities of any other Company carrying on any business which this Company is authorised to carry on and the terms and conditions aforesaid may include provision for payment by this Company of the expenses of and incident to the winding up and dissolution of the selling Company and

As to division  
of profits.

To unite  
separate funds.

To give  
security by  
way of  
indemnity.

provision for satisfaction of any part of the price or consideration for the sale in shares in the capital of this Company credited as paid up or partly paid up and may provide for the concessions to the policy holders if any annuitants if any creditors directors employes and members of the selling Company of any special rights privileges and advantages and may include any other provisions which the Directors may think expedient.

As to division  
of profits.

- (14) From time to time to determine what proportion if any of the profits of the Company in respect of each or any of the several funds if any which have been or may be established and kept distinct shall be divided amongst and between the holders of the policies secured upon such funds respectively and to determine in what manner such profits shall be distributed and whether any augmentation of the sums secured by the policy or any reduction of the future premium payable in respect thereof or of a sum to be paid in cash or in all or any such modes or any other mode and either with or without giving an option to the holders of such policies to select the particular manner in which they shall receive such profits.

To unite  
separate funds.

- (15) To amalgamate or unite any separate funds of the Company absolutely or for any specified purposes and to define the terms of amalgamation or union and from time to time to divide any fund into separate funds and to define the terms of such division and the purposes for which such funds are to be held but so that the Life Assurance Fund of the Company shall always be kept separate as required by law.

To give  
security by  
way of  
indemnity.

- (16) To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be

- (1) In the purchase of any lands hereditaments or other real estates or any interest therein whether for life or years or in possession or reversion or otherwise whether in or beyond the United Kingdom.
- (2) In the purchase or on the security of feu duties ground annuals ground rents head rents chief rents or rent charges or any kind of rents or income arising out of or charged on lands whether in or beyond the United Kingdom.
- (3) In the purchase or on the security of the funds stocks bonds annuities or other securities of the Government of the United Kingdom or India or of any British Colony or Dependency or any foreign country including any of the States comprising the United States of America.
- (4) In the purchase or on the security of stock of the Bank of England Bank of Scotland Royal Bank of Scotland British Linen Company or Bank of Ireland.
- (5) In the purchase or on the security of the debentures debenture stock mortgages bonds or other securities of any county municipal or other corporation commissioners or other public body or local authority for the time being legally empowered to borrow or raise money in the United Kingdom or in India or in any British Colony or Dependency or any foreign country including any of the States comprising the United States of America.
- (6) In the purchase or on the security of the debentures debenture stock mortgages or bonds or the guaranteed or preference stock or guaranteed or preference shares of any railway water canal dock trust land mortgage or gas or other lighting

Company in or out of the United Kingdom or of the fully paid ordinary shares or stock of any such railway or other Company as aforesaid which for the five years preceding the date of the investment has paid a dividend averaging not less than three per centum per annum on its ordinary capital

- (7) In the purchase of or lending money on the security of the life policies of the Company or of any other life assurance office
- (8) In lending money on personal security with the joint and several guarantee covenant or obligation of any person and of two or more sureties or co-obligants of whose responsibility the Directors shall be satisfied
- (9) Upon mortgage or on the security of lands or of any estate or interest in lands whether in or beyond the United Kingdom
- (10) In the purchase or on the security of life interests or vested or contingent reversionary interests in any securities which the Company is authorised to hold
- (11) In the purchase or on the security of any estate or interest in any personal property whatsoever
- (12) In the debentures of or on deposit with any Bank or Company carrying on business in the United Kingdom India or any British Colony or Dependency authorised to take money on debentures or deposit

Power to vary. 104 The Directors may from time to time realise get in vary and transpose any of the stocks funds shares securities and investments hereinbefore mentioned

Other securities.

105. The Directors may lend on other securities seven days' notice of the business to invest in such other

106. The Directors may insure or guarantee for such insurance

Full powers in Directors.

107. In matters the Company as the Directors bears to the value as Trustees are at liberty to accept to lend such property (as to any purchase think fit without withstanding that such as would be Justice as a proper

Limit of liability.

108. Every declaration that to answer and policy or contract liable to contract if any of his or transfer of any hereof the transfer exoneration of the

Other  
articles.

105. The Directors may by a Resolution of three-fourths of their number lend on other securities not hereinbefore specified. Provided always that seven days' notice at least shall be given to each Director prior to the meeting of the business to be transacted at the meeting at which the proposal to invest in such other security shall be decided upon.

106. The Directors may insure any security with any Mortgage Insurance or Guarantee Company or otherwise and may pay the premium for such insurance.

Full powers in  
Directors.

107. In making any purchase mortgage investment or loan on behalf of the Company as hereinbefore provided or determining what proportion the loan bears to the value of the security offered the Directors shall not be restricted as Trustees are restricted in similar matters or in any other way and shall be at liberty to accept such title or evidence of title and (as to any loan) to lend such proportions of the estimated value of any security offered and (as to any purchase mortgage investment or loan) generally to act as they shall think fit without being answerable for any loss arising therefrom. And notwithstanding that such purchase mortgage investment or loan is or is not such as would be approved by the Chancery Division of the High Court of Justice as a proper application of trust moneys.

#### LIMIT OF LIABILITY.

Limit of  
liability.

108. Every policy and annuity contract of the Company shall contain a declaration that the property and funds of the Company alone shall be liable to answer and make good all claims and demands under or by virtue of such policy or contract and that no member of the Company shall be in any case liable to contribute to the funds of the Company more than the unpaid part if any of his or her share or shares in the capital thereof and that after the transfer of any share has been duly registered in accordance with the provisions hereof the transferee shall be answerable for the unpaid part of such share in exoneration of the transferor.



## TRUSTEES.

Trustees.

109. The Directors may if in their discretion they think fit from time to time and at any time appoint any person or persons whether a Director or not to accept and hold in trust for the Company any property belonging to the Company or in which it is interested or for any other purposes and may execute and do all such deeds and things as may be requisite in relation to any such trusts and authorize any such Trustee to delegate all or any of the powers or discretions vested in him in that capacity.

## LOCAL MANAGEMENT.

Local management.

110. The Directors may from time to time provide for the management and transaction of the affairs of the Company abroad or in any particular localities in the United Kingdom in such manner as they think fit and the provisions contained in the three next following Clauses shall be without prejudice to the general powers conferred by this Clause.

Local Boards.

111. The Directors from time to time and at any time may establish any Local Board or Agency for managing any of the affairs of the Company abroad or in any particular localities aforesaid and may appoint any persons to be members of such Local Board or Managers or agents and may fix their remuneration and such remuneration shall be treated as part of the working expenses of the Company. And the Directors from time to time and at any time may delegate to any person so appointed any of the powers authorities and discretions for the time being vested in the Directors other than their power to make calls or investments and may authorise the members for the time being of such Local Board or any of them to fill up any vacancies therein and to act notwithstanding vacancies and any such appointment or delegation may be made on such terms and subject to such conditions as the Directors may think fit and the Directors may at any time remove any person so appointed and may annul or vary any such delegation.

Powers of  
attorneys.Sub-  
delegation.

Local act.

Declarati  
dividend.Receiv  
amount  
dividend.Dividend  
paid out  
profits.

Powers of  
attorney.

112. The Directors at any time and from time to time by power of attorney under the seal after registration and before registration by Deed under the hands and seals of three Directors for that purpose specially nominated may appoint any person or persons to be the attorney or attorneys of the Company for such purposes and with such powers authorities and discretions (not exceeding those vested in or exercisable by the Directors under these presents) and for such period and subject to such conditions as the Directors may from time to time think fit and any such appointment may (if the Directors think fit) be made in favour of the members or any of the members of any Local Board established as aforesaid or in favour of any Company or of the Members Directors Nominees or Managers of any Company or Firm or otherwise in favour of any fluctuating body of persons whether nominated directly or indirectly by the Directors and any such power of attorney may contain such powers for the protection or convenience of persons dealing with such attorneys as the Directors may think fit.

Sub-  
delegation.

Seals act.

113. Any such delegates or attorneys as aforesaid may be authorised by the Directors to sub-delegate all or any of the powers authorities and discretions for the time being vested in them. The Company may exercise the powers conferred by "The Companies Seals Act 1864" and such powers shall accordingly be vested in the Directors.

#### DIVIDENDS.

Declaration of  
dividends.

114. Subject as aforesaid the Company in General Meeting on the recommendation of the Directors may declare a dividend to be paid to Members in proportion to their shares.

Restriction on  
amount of  
dividend.

115. No larger dividend shall be declared than is recommended by the Directors (but the Company in General Meeting may declare a smaller dividend.)

Dividend to be  
paid out of  
profits only.

116. No dividend shall be payable except out of the profits of the Company and no dividend shall carry interest.

What to be  
deducted as  
profits.

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

Interim  
dividends.

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

Debts may be  
deducted.

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

Effect of  
transfer.

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

Retention in  
certain cases

121. 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.

Dividend to  
joint holders.

122. 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.

Payment by  
post.

123. Until 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.

Unclaimed  
dividends.

124. All dividends unclaimed for one year after having been declared may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed and all dividends unclaimed for five years after having been declared may be forfeited by the Directors for the benefit of the Company.

Accounts to be  
kept.

money  
which  
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Where to be  
kept.

Compt

Inspection by  
Members.

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of in  
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Annual  
account and  
balance sheet.

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Annual Report  
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Copies to be sent  
to Members.

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# ACCOUNTS.

Accounts to be kept.

125. The Directors shall cause true accounts to be kept of the 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.

Where to be kept.

126. 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.

Inspection by Members

127. 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.

Annual Account and Balance sheet.

128. At the Ordinary Meeting in every year the Directors shall lay before the Company a balance sheet containing a summary of the property and liabilities of the Company made up to a date not more than six months before the meeting from the time when the last balance sheet was made.

Annual Report of Directors.

129. Every such balance sheet shall be accompanied by a report of the Directors as to the state and condition of the Company and as to the amount which they recommend to be paid out of the profits by way of dividend 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 balance sheet shall be signed by the Chairman or Deputy Chairman and two Directors and countersigned by the Secretary.

Copy to be sent to Members.

130. 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.

## AUDIT.

Accounts to be audited annually.

131. The accounts of the Company shall from time to time be examined and the correctness of the profit and loss account and balance sheet ascertained by one or more Auditor or Auditors who shall be appointed by the Company at the Ordinary General Meeting in each succeeding year. The remuneration of the Auditors shall be fixed by the Company at such General Meeting. Any Auditor quitting office shall be eligible for re-election.

Provision for case of single auditor.

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

Who ineligible as auditors.

133. 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 other than as a policy holder or annuitant and no Director or other officer shall be eligible during his continuance in office.

Casual vacancy.

134. If any casual vacancy occurs in the office of Auditor the Directors may fill up the same but so that there shall always be at least one Auditor.

Appointment by B. and of Trade

135. If no election of Auditors is made in manner aforesaid or if the Directors do not fill up any such casual vacancy within one month after it occurs 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 his remuneration to be paid to him for his services.

Auditors to report on account and balance sheet.

136. The Auditors shall be supplied with copies of the balance sheet intended to be laid before the Company in General Meeting seven days at least before the meeting to which the same are to be submitted and it shall be their duty to examine the same with the accounts and vouchers relating thereto and to report to the Company in general meeting thereon.

Inspection of books by auditors.

137. 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.

When accounts to be deemed finally settled.

138. Every account of the Directors when audited and approved by a General Meeting shall be conclusive except as regards any error discovered

Notice to Company.

How notices to be served on Members.

Members to be served on.

Notices when no address.

When notice may be given by advertisement.

How to be advertised.

Notice to be held.

therein within three months next after the approval thereof. Whenever such error is discovered within that period the account shall forthwith be corrected and thenceforth shall be conclusive.

### NOTICES.

Notice to  
Company.

139. Any notice or other document required to be served upon the Company may be served by leaving the same or sending it in a registered letter addressed to the Company at the office. And any such notice requiring authentication by the Company may be in writing signed by any Director Secretary or other authorised officer of the Company.

How notice  
is served on  
Members.

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

Members  
must  
attend.

141. 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 address within the meaning of the last preceding Clause.

Notice where  
no address.

142. 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 forty-eight hours after it is so posted up.

When notice  
may be given  
by advertise-  
ment.

143. 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.

How & to  
advertise.

144. Any notice required to be or which may be given by advertisement shall be advertised at least once in a York daily paper.

Notice to joint  
holders.

145. 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 the holders of such shares.

When notice  
by post deemed  
to be served.

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

Transferees  
etc. bound by  
prior notice.

147. Every person who by operation of law transfer or other means whatsoever shall become entitled to any share shall be bound by every notice in respect of such share or stock which previously to his name and address being entered on the register shall be duly given to the person from whom he derives his title to such share or stock.

Notice valid  
though  
Member  
deceased.

148. 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 such 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.

How notice to  
be signed.

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

How time to  
be counted.

150. 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 in such number of days or other period.

#### WINDING UP.

Dissolution.

151. The Company may at any time before its registration be dissolved by special resolution and where such a resolution is passed the affairs of the

In field of  
responsibility  
of Directors.

Alteration of  
regulations.

In the case  
of the  
of the

155. 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 respective office or in relation thereto unless the same happen through his own wilful act or default.

Alteration of  
regulations.

156. The following clause contained in the Company's Deed of Settlement of the Twentieth day of July one thousand eight hundred and twenty-five as modified by the said Supplemental Deed of the Twenty-Eighth day of March one thousand eight hundred and seventy-one is to remain in full force and is to apply to these Regulations *mutatis mutandis* that is to say:- It shall be lawful for a general or special Court consisting of not less than thirty proprietors to increase the number of shares on such terms as they shall think proper or to direct that an Act of Parliament or Charter shall be applied for and obtained for facilitating the management of the concerns of the said Company or to order and direct that a supplemental deed or deeds instrument or instruments in writing shall at any time or times be made and executed containing such clauses provisoes and declarations as such extraordinary or special court of proprietors shall think expedient or proper for altering revoking or adding to the conditions provisoes and agreements herein contained which deed or deeds instrument or instruments shall be indorsed upon or affixed to or declared to be part of or in addition to these presents and be under the respective hands and seals of the said thirty proprietors or upwards and the same shall thenceforth be and be deemed and considered as part of these presents and binding upon the several members of the Company and their respective representatives in like manner as if the same had been herein inserted or comprised. That after the registration of the Company this Clause is in nowise to fetter or restrict



Company shall be wound up by the directors or otherwise as by the special resolution directed.

Distribution  
of assets in  
 specie.

152. If the Company shall be wound up the liquidators (whether voluntary or official) 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.

Sale under  
Section 161 of  
the Companies  
Act 1862.

153. If at any time after its registration 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 fourteen days after the date of the meeting at which the special resolution authorizing such sale or arrangement was passed require them to sell the shares stock or other property option or privilege to which under the arrangement 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.

#### INDEMNITY.

Indemnity.

154. Every director 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 any act or thing done by him as such officer or servant or in any way in the discharge of his duties including travelling expenses and the amount for which such indemnity is provided shall immediately attach as a lien on the property of the Company and have priority as between the members over all other claims.

the power  
vested in

The  
of the Co

157.  
condition  
Deed of  
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and deter  
validity  
behalf.

NO  
Company

Special  
Settleme  
twenty-

*Signed, sealed and delivered in presence of*  
*properly qualified witnesses*  
*in presence of*  
*the undersigned*  
*attested*  
*for the*  
*Company*

the powers of altering its constitution or regulations which will become vested in the Company as a registered Company.

The word "Court" in this Clause means "Extraordinary General Meeting of the Company" and "Proprietors" means "Members"

157. Save as provided by the last preceding Clause hereof all the conditions provisoes and agreements contained in the Company's Original Deed of Settlement of the Twentieth day of July one thousand eight hundred and twenty-five and in the several deeds supplemental thereto shall be revoked and determined but nothing herein contained shall prejudice or affect the validity of any contract or thing heretofore made or done on the Company's behalf.

~~NOTE. The above Regulations were adopted as the Regulations of the Company by Supplemental Deed dated the~~ day of 18 which deed was ordered to be made and executed by a Special Court pursuant to the Clause of the Company's Original Deed of Settlement of the Twentieth day of July one thousand eight hundred and twenty-five recited in Clause 156 of the above Regulations.

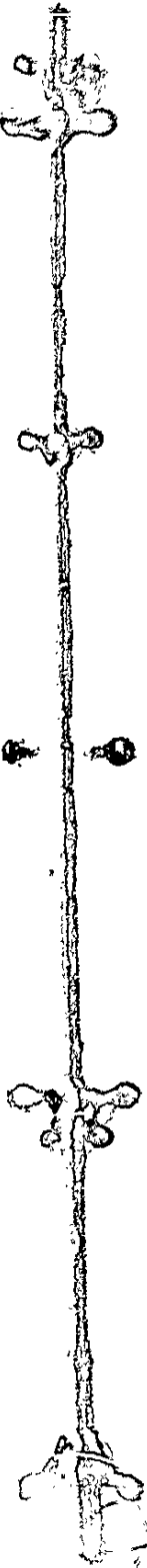
Signed sealed and  
delivered by the forty  
proprietors whose  
respective names were  
set off opposite to the said  
attached deed in the  
presence of

E. Walter D. D. D. D.

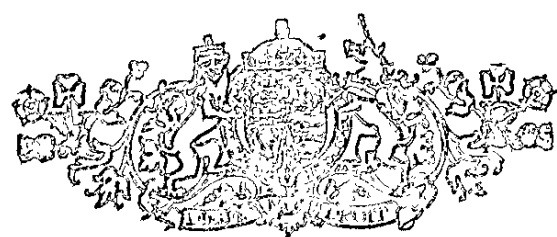
for 13 to 14

for 13

Henry John Ware (25)  
Philip Southwick (25)  
John P. M. M. (25)  
Thomas (25)  
Edward Smith (25)  
Dagby Gayby (25)  
Geo. M. M. (25)  
Edw. M. M. (25)  
Wm. J. M. (25)  
Frederic M. M. (25)  
George A. M. (25)  
Edw. M. M. (25)  
Wm. M. M. (25)

[illegible]

No. 55/1116.



N.H.

LIMITED COMPANY.

# Certificate of Incorporation

OF THE

Workestone Fire and Life Insurance  
Company

I hereby Cert

Workestone Fire and Life Insurance

Given under my hand at London, this twenty-ninth day of July  
thousand Eight Hundred and one

and Stamp Duty £

*[Signature]*

Registrar of Joint Stock C

*[Signature]*

*Secretary of the Workestone Fire and Life Insurance Company*

DAMAGED DOCUMENT