

DECLARATION of Compliance with the requirements of the Companies  
Act, made pursuant to S. 17 (2) of the Companies (Consolidation)  
Act, 1908 (8 Edw. 7 Ch. 69) on behalf of a Company proposed to be  
registered as R. H. WALKER & SON

211087 Limited  
28 MAR 1920

Presented for filing by

465

I, WILLIAM WALKER

of 15 York Street in the City of Sheffield

(a) Here insert:  
"A Solicitor of the  
"High Court engaged  
"in the formation,"  
or  
"A director (or  
"Secretary) named in  
"the Articles of  
"Association."

Do solemnly and sincerely declare that I am "a Solicitor

of the High Court engaged in the formation

of R. H. Walker & Son

Limited, and That all the requirements of the Companies (Consolidation)  
Act, 1908, in respect of matters precedent to the registration of the said  
Company and incidental thereto have been complied with. And I make  
this solemn Declaration conscientiously believing the same to be true and  
by virtue of the provisions of the "Statutory Declarations Act, 1835."

Declared at the City of Sheffield

the 28th day of March

one thousand nine hundred and twenty eight

Before me,

W. H. Holman

A Commissioner for Oaths.

W. H. Walker

(No. 834)

229203

[C.A. 30]  
4-1-27.

No. of Certificate \_\_\_\_\_



£15 12

R. H. WALKER & SON

LIMITED.

STATEMENT of the Nominal Capital made pursuant to s. 112 of the Stamp Act, 1891, as amended by s. 39, Finance Act, 1920. (NOTE.—The Stamp Duty on the Nominal Capital is Twenty Shillings for every £100 or fraction of £100.)

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

REGISTERED  
211088

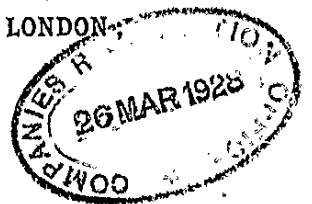
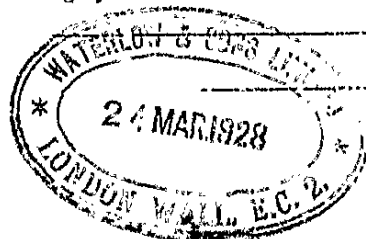
PUBLISHED AND SOLD BY

28 MAR 1928

**WATERLOW & SONS LIMITED,**

LAW AND COMPANIES' STATIONERS AND REGISTRATION AGENTS,  
LONDON WALL, BIRCHIN LANE, AND 49, PARLIAMENT STREET, LONDON,  
AND TEMPLE ROW, BIRMINGHAM.

Presented for filing by \_\_\_\_\_



The NOMINAL CAPITAL of R. H. WALKER & SON

\_\_\_\_\_ Limited

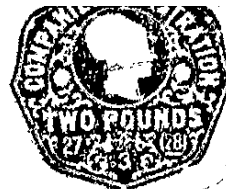
is £ 1,500 divided into 1,500 shares of £ 1 each.

Signature John Walker

Description Secretary.

Date 23<sup>rd</sup> day of March 1928

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



The Companies Acts, 1908 to 1917.

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COMPANY LIMITED BY SHARES.

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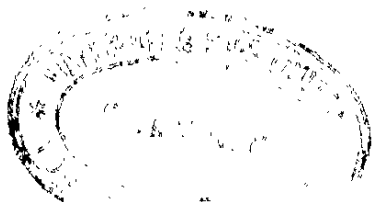
Memorandum of Association

OF

**R. H. WALKER & SON LIMITED.**

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- 1.—The name of the Company is "R. H. WALKER & SON LIMITED."
- 2.—The registered office of the Company will be situate in England.
- 3.—The objects for which the Company is established are :—
  - (a) To carry on all or any of the trades or businesses of manufacturers of and dealers in saws of all descriptions, machine-knives, edge tools, joiners and other tools, files, hammers, forgings, castings, wire, hardware, cutlery, garden tools and implements of all kinds, and any other articles and things of a character similar or analogous to the foregoing or any of them or connected therewith.
  - (b) As the first operation of the Company to acquire the business of saw and machine-knife manufacturers heretofore carried on at Sheffield under the style or firm of "Walker Son & Tingle," and all or any of the assets and liabilities of the proprietors of that business in connection therewith, and with a view thereto to enter into and carry into effect, with such (if any) modifications or alterations as may be agreed upon, but subject as to modifications or alterations agreed on prior to the statutory meeting to the approval of such meeting, an Agreement already prepared and expressed to be made between Richard Henry Walker and John Walker of the one part and this Company of the other part, a draft of which has been subscribed with a view to identification by Mr. Thomas Horace Warskett, a Solicitor of the Supreme Court, and to carry on, develop, extend and turn to account the said business.
  - (c) To establish, acquire, take over, develop, carry on and turn to account any other trade or business whatsoever which can, in the opinion of the Company, be advantageously or conveniently carried on by the Company by way of extension of or in connection with any such business as aforesaid, or is calculated directly or indirectly to develop any branch of the Company's business or to increase the value of any of the Company's assets, property or rights.
  - (d) To acquire and undertake the whole or any part of the business, property and liabilities of any person, firm or company, carrying on any business which this Company is authorised to carry on, or possessed of any property or rights suitable for the purposes of this Company.
  - (e) To take or otherwise acquire and hold shares, stock, debentures or other interests in any other company having objects altogether or in part similar to those of this Company, or carrying on any business capable of being conducted so as directly or indirectly to benefit this Company.



211083

28 MAR 1920



- (f) To purchase, take on lease or in exchange, or otherwise acquire any real or personal property, patents, licences, rights or privileges which the Company may think necessary or convenient for the purposes of its business, and to construct, maintain and alter any buildings or works necessary or convenient for the purposes of the Company.
- (g) To borrow or raise, or secure the payment of money by mortgage, or by the issue of debentures or debenture stock, perpetual or otherwise, or in such other manner as the Company shall think fit, and for the purposes aforesaid to charge all or any of the Company's property or assets, present and future, including its uncalled capital, and collaterally or further to secure any securities of the Company by a trust deed or other assurance.
- (h) To draw, make, accept, indorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- (i) To grant pensions, allowances, gratuities and bonuses to employees or ex-employees of the Company or its predecessors in business, or the dependants of such persons, and to support or subscribe to any charitable or other institutions, clubs, societies or funds.
- (j) To lend money on any terms that may be thought fit, and particularly to customers or other persons having dealings with the Company.
- (k) To invest any moneys of the Company not required for the purposes of its business in such investments or securities as may be thought expedient.
- (l) To enter into any partnership or arrangement in the nature of a partnership with any person or persons, or corporation engaged or interested, or about to become engaged or interested in the carrying on or conduct of any business or enterprise which this Company is authorised to carry on or conduct, or from which this Company would or might derive any benefit, whether direct or indirect.
- (m) To amalgamate with any other company or companies.
- (n) To sell or dispose of the undertaking of the Company or any part thereof in such manner and for such consideration as the Company may think fit, and in particular for shares (fully or partly paid up), debentures, debenture stock or securities of any other company, whether promoted by this Company for the purpose or not, and to improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Company.
- (o) To distribute any of the Company's property or assets among the members in specie or otherwise.
- (p) To do all or any of the above things in any part of the world, and either as principals, agents, trustees or otherwise, and either alone or in conjunction with others, and by or through agents, sub-contractors, trustees or otherwise.
- (q) To do all such other things as are incidental or the Company may think conducive to the attainment of the above objects or any of them.

4.—The liability of the members is limited.

5.—<sup>share</sup>The Capital of the Company is £1,500, divided into 1,500 Shares of £1 each. Any of the said shares for the time being unissued, and any new shares from time to time to be created, may from time to time be issued with such preferred, deferred or other special rights, privileges, conditions or restrictions, whether in regard to dividend, voting, return of capital or otherwise, as the Company may from time to time by special resolution determine, but so that any special rights or privileges belonging to the holders of any shares issued with preferred or other special rights shall not be varied, abrogated or affected except with such sanction as is provided by the Articles of Association of the Company for the time being.

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

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.	Number of Shares taken by each Subscriber.
<i>Richard Henry Walker</i> <i>57 Cairns Road</i> <i>Sheffield.</i> <i>Saw Manufacturer.</i>	<i>one</i>
<i>John Walker.</i> <i>20 Eastwood Road</i> <i>Sheffield</i> <i>Saw Manufacturer</i>	<i>one.</i>

Dated this *23<sup>rd</sup>* day of *March* 1928.

Witness to the above signatures:—

*W. H. Warrick*  
*Solicitor*  
*Sheffield*



The Companies Acts, 1908 to 1917.

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COMPANY LIMITED BY SHARES.

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Articles of Association.

OF

**R. H. WALKER & SON LIMITED.**

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PRELIMINARY.

1.—The regulations contained in Table "A" in the First Schedule to the Companies (Consolidation) Act 1908, shall apply to this Company except so far as the same are excluded, varied or modified by, or are inconsistent with the following regulations.

CONSTITUTION.

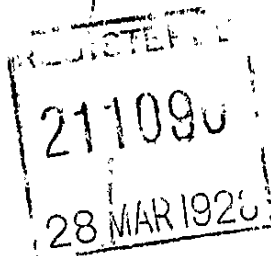
2.—Unless and until the Company shall turn itself into a Public Company in the manner specified in the Companies (Consolidation) Act 1908, Section 121, sub-section 2, or in any other manner for the time being authorised by law, the Company shall be a private Company within the meaning of the said Act, and accordingly:—

- (a) The number of the members of the Company (exclusive of persons who are in the employment of the Company, and of persons who having been formerly in the employment of the Company were, whilst in such employment, and have continued after the determination of such employment to be members of the Company) shall not in any event exceed fifty, two or more joint holders of one or more shares in the Company being treated for the purpose of this provision as a single member.
- (b) There shall not in any event be any invitation to the public to subscribe for any shares or debentures of the Company.
- (c) The transfer of shares shall be restricted in the manner and to the extent hereinafter appearing.

BUSINESS.

3.—The business of the Company shall include the several objects mentioned in or within the scope and meaning of the Memorandum of Association, and all incidental matters.

4.—The Company shall, as speedily as possible after its incorporation, enter into an Agreement under its Seal with Richard Henry Walker and John Walker in the terms of the Agreement referred to in the Memorandum of Association, with such (if any) modifications or alterations as may be agreed upon, whether before or after the execution thereof, but subject as to modifications or alterations agreed on prior to the Statutory Meeting to the approval of such meeting, and shall carry the same into effect and execute and obtain the execution of all deeds and documents requisite for vesting in the Company the assets thereby agreed to be sold and purchased.



It is hereby expressly declared that the validity of the said Agreement shall not be impeached on the ground that the Vendors or either of them as promoters, Directors or otherwise stand in a fiduciary relation to the Company, and every person who shall at any time become a member or creditor of the Company shall be deemed to approve and confirm the said Agreement.

5.—Any branch or kind of business which the Company is either expressly or by implication authorised to undertake, may be undertaken by the Directors at such time or times as they may think fit, and further may be suffered by them to be in abeyance, whether such branch or kind of business may have been actually commenced or not so long as the Directors may deem it expedient not to commence or proceed with the same.

#### SHARES.

6.—The Clauses of Table "A" numbered 35 to 40 inclusive shall not apply to this Company.

7.—The Company may at any time pay a commission to any person for subscribing or agreeing to subscribe (whether absolutely or conditionally) for any shares in the Company or procuring or agreeing to procure subscriptions (whether absolute or conditional) for any shares in the Company, and any such commission may be paid or agreed to be paid out of capital or out of profits, whether current or standing to reserve or carried forward, but so that if the commission shall be paid or payable out of capital, the statutory conditions and requirements shall be observed and complied with, and the commission shall not exceed 25 per cent. on the shares in each case subscribed or to be subscribed. The Company (or the Directors on behalf of the Company) may also on any issue of shares pay such brokerage as may be lawful.

#### TRANSFER OF SHARES.

8.—Any share may be transferred at any time by the original holder thereof to his or her father or mother, or to any lineal descendant of such father or mother, or to his or her wife or husband, and every such transferee from such original holder shall have a like power of transfer; and any share of a deceased original holder thereof may be transferred by his executors or administrators to the widow or widower, or any such relative as aforesaid of such deceased holder, being a *cestui que trust* or specific legatee thereof, who shall have a like power of transfer, and shares standing in the name of any deceased original holder thereof may be transferred to or placed in the names of the trustees of his Will, and upon any change of trustees may be transferred to the trustees for the time being of such Will. A share may at any time be transferred to any member of the Company.

9.—No share shall in any circumstances be issued or transferred to any infant, bankrupt or person of unsound mind.

10.—Save as hereby otherwise provided, no share shall be transferred to any person who is not a member of the Company so long as any member is willing to purchase the same at the fair value, which shall be determined as hereinafter provided.

11.—In order to ascertain whether any member is willing to purchase a share at the fair value, the person, whether a member of the Company or not, proposing to transfer the same (hereinafter called "the retiring member") shall give a notice in writing (hereinafter described as a "sale notice") to the Company that he desires to sell the same. Every sale notice shall specify the denoting numbers of the shares which the retiring member desires to sell, and shall constitute the Company the agent of the retiring member for the sale of such shares to any member of the Company at the fair value. No sale notice shall be withdrawn except with the sanction of the Directors.

12.—If the Company shall within twenty-eight days after service of a sale notice find a member willing to purchase any share comprised therein (hereinafter described as a "purchasing member"), and shall give notice thereof to the retiring member, the retiring member shall be bound, upon payment of the fair value, to transfer the share to such purchasing member, who

shall be bound to complete the purchase within seven days from the expiration of such last mentioned notice. The Directors shall, with a view to finding a purchasing member, offer any shares comprised in the sale notice in the first instance to the existing members of the Company (other than the retiring member) as nearly as may be in proportion to their holdings in the Company. The Directors shall limit a time within which such offer, if not accepted, will be deemed to be declined, and shall make such arrangements as regards the finding of a purchasing member for any shares not accepted by a member to whom they shall have been so offered as aforesaid within the time so limited as they shall think just and reasonable, and may themselves purchase the same or any of them at the fair value.

13.—At the Ordinary General Meeting in each year, the Company shall by resolution fix the price at which the shares for the time being forming part of the capital of the Company may be purchased in pursuance of a sale notice. The sum so fixed at the Ordinary General Meeting last preceding the service of a sale notice shall, for the purposes of Articles 10, 11 and 12, be deemed to be the fair value of any share comprised in such notice. Until the fair value has been fixed as herein provided, a sum equal to the capital paid up on any share shall be deemed to be the fair value of such share.

14.—In the event of the retiring member failing to carry out the sale of any shares which he shall have become bound to transfer as aforesaid, the Company may give a good receipt for the purchase of such shares, and may register the purchasing member as holder thereof and issue to him a certificate for the same, and thereupon the purchasing member shall become indefeasibly entitled thereto. The retiring member shall in such case be bound to deliver up his certificate for the said shares, and on such delivery shall be entitled to receive the said purchase price without interest, and if such certificate shall comprise any shares which he has not become bound to transfer as aforesaid, the Company shall issue to him a balance certificate for such shares.

15.—If the Directors shall not, within the space of twenty-eight days after service of a sale notice, find a purchasing member for all or any of the shares comprised therein and give notice in manner aforesaid, or if, through no default of the retiring member, the purchase of any shares in respect of which such last mentioned notice shall be given shall not be completed within seven days from the expiration of such notice, the retiring member shall, at any time within six months thereafter, be at liberty, subject to Article 16 hereof, to sell and transfer the shares comprised in his sale notice (or such of them as shall not have been sold to a purchasing member) to any person and at any price, but so that before selling to a person who is not a member, at a price less than the fair value, he shall offer the shares at that price to the Directors, who shall be entitled to require him to sell them at such price to any one or more of their body.

16.—The Directors may, in their discretion, refuse to register the transfer of any share to any person whom it shall, in their opinion, be undesirable in the interests of the Company to admit to membership, without assigning any reason for such refusal. Such right of refusal shall not be exercisable in the case of any transfer made pursuant to Article 8, provided, nevertheless, that the Directors may refuse to register any transfer of shares on which the Company has a lien, or any transfer of shares the effect of registering which would be to cause a contravention of Article 2.

#### MEETINGS.

17.—Whenever it is proposed to pass a Special Resolution, the two meetings may be convened by one and the same notice, and it shall be no objection to such notice that it only convenes the second meeting contingently on the resolution being passed by the requisite majority at the first meeting.

#### DIRECTORS AND GOVERNING DIRECTOR.

18.—The Clauses of Table "A" numbered 68, 69, 70, 77 and 88 shall not apply to this Company.

19.—The number of Directors shall not be less than two nor more than six, but if at any time the number of Directors falls below two it shall be lawful for the remaining Director to act for the purpose of filling vacancies or summoning a General Meeting of the Company, but not for any other purpose.

20.—The following persons shall be the first Directors of the Company, namely :—Richard Henry Walker, of 57, Cairns Road, Sheffield, Saw Manufacturer; and John Walker, of 20, Castlewood Road, Sheffield, Saw Manufacturer.

21.—The said Richard Henry Walker shall be Governing Director of the Company and Chairman of Directors, and shall hold such offices during his life or until he shall give notice in writing to the Company resigning such offices or either of them or shall cease to hold his qualification shares. So long as the said Richard Henry Walker shall retain the office of Governing Director he shall not be subject to retirement either by rotation under Clause 78 of Table "A" or under sub-clauses (b) and (e) of Clause 26 of these Articles, nor shall he be taken into account in determining the rotation of retirement of Directors.

22.—The Governing Director (in addition to any casting vote he may have at General Meetings as Chairman) shall have two votes at every meeting of the Directors or of a Committee of the Directors.

23.—The qualification of every Director shall be the holding in his own right alone and not jointly with any other person of shares of the Company of the nominal value of £50 at the least.

24.—The Directors (other than any Managing Director for the time being of the Company who shall be in receipt of remuneration as Managing Director) shall be paid out of the funds of the Company by way of remuneration for their services such sum for each year as the Company in General Meeting shall from time to time determine, and the sum so paid shall be divided amongst them in such manner as they may from time to time determine, except that in the event of any Director serving for a portion of the year only, his remuneration shall be proportioned to the period during which he shall have served.

25.—A Director may be employed by or hold any office of profit under the Company, other than that of Auditor of the Company, and if any Director or Committee of Directors shall be called upon to go or reside abroad on the Company's business, or otherwise perform extra services in the United Kingdom or elsewhere, the Board may arrange with such Directors or Committee for such special remuneration for such services either by way of salary, commission, or the payment of a stated sum of money, as they shall think fit, and either in addition to or in substitution for his or their share of any remuneration to which he or they as a Director or Directors may be entitled. A Director may, if the Board so determine, be repaid out of the funds of the Company any hotel, travelling or other expenses properly and necessarily incurred by him in connection with the business or otherwise on the affairs of the Company, or in attending meetings of the Directors or members.

26.—The office of a Director shall be vacated :—

- (a) If the Director ceases to be a Director by virtue of Section 73 of the Companies (Consolidation) Act 1908.
- (b) If his removal be decided upon by an Extraordinary Resolution of a General Meeting.
- (c) If he becomes of unsound mind or bankrupt, or suspends payment, or has a receiving order made against him or compounds with his creditors, or is convicted of an indictable offence.
- (d) If he shall send in his resignation in writing to the Directors, and the same shall be accepted by them or be not withdrawn for the space of 14 days.
- (e) If he is continuously absent from the Board for more than three successive months without the consent of the Board, and the Directors resolve that his office be vacated.

27.—No Director shall be disqualified by his office from contracting with the Company, either as vendor, purchaser, or otherwise, nor shall any contract or arrangement entered into by or on behalf of the Company, with any company or partnership of or in which any Director shall be a member or otherwise interested, be avoided, nor shall any Director so contracting, or being such a member or so interested, be liable to account to the Company for any profit realised by any such contract or arrangement, provided that no such Director shall vote on any resolution in respect of such transaction, or if he does his vote shall not be counted, and provided further that the nature of his interest be disclosed by him at the meeting of the Board 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 Board after the acquisition of his interest, and it shall not be any objection that the other members or member of the Board to whom such disclosure is made are also interested in such contract or arrangement, or for any other reason either do not constitute a quorum or do not constitute an independent quorum. A general notice that a Director is a member of any specified firm or Company, and is to be regarded as interested in all transactions with that Company, shall be sufficient disclosure under this Clause, and after such general notice it shall not be necessary to give any special notice of any particular transaction.

28.—Until otherwise determined by a Resolution of the Board of Directors, the quorum for a Board meeting shall be two Directors.

29.—A resolution in writing, signed by all the Directors for the time being, shall be as valid and effective as if it had been passed at a meeting of the Directors duly convened and constituted.

#### SECRETARY.

30.—The said John Walker shall be the first Secretary of the Company. The Company may from time to time or at any time appoint a person to act temporarily as substitute for the Secretary for the time being of the Company, and any person so appointed shall, while so acting, be deemed for all purposes to be the Secretary of the Company.

#### BORROWING POWERS.

31.—The Directors may from time to time at their discretion borrow from the Directors, members, or other persons any sums of money for the purposes of the Company, and generally exercise all the powers of borrowing and raising money vested in the Company by the Memorandum of Association.

32.—The Directors may raise or secure the repayment of such moneys in such manner and upon such terms and conditions in all respects as they think fit, and in particular by the issue of debentures or debenture stock of the Company, charged upon all or any part of the property and rights of the Company (both present and future), including its uncalled capital, or by giving, accepting or endorsing on behalf of the Company any promissory notes, or bills of exchange, or in any other manner authorised by the Memorandum of Association.

33.—The Directors may out of the annual profits of the Company, set aside such sum as they may think fit for the purpose of providing a redemption fund for the repayment of such debentures and any other bonds, debentures or debenture stock which may be issued hereafter, in such amounts, in such manner and at such period as they may think expedient.

34.—Clause 73 of Table "A" shall not apply to this Company.

35.—Any debenture bonds, or other instruments or securities, may be issued at a discount, premium or otherwise, and with any special privileges as to assignment, redemption, surrender, drawings, allotment of shares or otherwise, and any debentures created by the Company may be so framed that the same shall be assignable free from any equities between the Company and the original or any intermediate holders.

#### ACCOUNTS.

36.—Clause 108 of Table "A" shall not apply to this Company.

## CAPITALISATION OF PROFITS.

37.—Profits of the Company (including premiums obtained on the issue of shares) may be capitalised from time to time if and when thought fit, and the following provisions shall have effect with regard to such capitalisations, namely—

- (a) The Company in General Meeting may at any time and from time to time, upon the recommendation of the Directors, pass a resolution to the effect that it is desirable to capitalise any sum of undivided profits of the Company for the time being (including profits carried and standing to any reserve or reserves or other special account), and accordingly that the Directors be authorised and directed to appropriate and apply such sum of profits in paying up in full unissued shares of the Company of a nominal amount equal thereto, and to allot and distribute such shares credited as fully paid up and by way of capitalisation of profits to and amongst the members holding ordinary shares in proportion to the number of issued ordinary shares held by them respectively.
- (b) Whenever and as often as such a resolution as aforesaid shall have been passed, the Directors shall appropriate and apply the sum of undivided profits resolved to be capitalised thereby in paying up in full unissued shares of the Company of nominal amount equal thereto, and shall allot and issue such shares credited as fully paid up, and by way of capitalisation of profits, to and amongst the members holding ordinary shares in the proportion aforesaid, with full power to the Directors to make such provisions by the issue of fractional certificates or by payment in cash or otherwise as they think fit for the case of shares becoming distributable in fractions, and prior to such allotment the Directors may authorise any person to enter on behalf of all the members holding ordinary shares into an agreement with the Company providing for the allotment to them respectively of such shares credited as fully paid up by way of capitalisation of profits as aforesaid, and any agreement made under such authority shall be effective and binding on all such members.

## INDEMNITY.

38.—Every Director, Manager, Secretary, Solicitor, 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 for by reason of any contract entered into or any act or deed done by him as such officer or servant or in any way in the discharge of his duties, and the amount for which such indemnity is provided, or to which it ought to extend, shall immediately attach as a lien on the property of the Company, and have priority as between the members over all other claims.

39.—No Director or other officer of the Company shall be liable for the acts, receipts, neglects or default 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 or authority 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 by reason of his having acted upon any statement in any account or balance sheet as to the net profits of the Company with reference to payment of dividends or otherwise, if such account or balance sheet shall have been certified as correct by the Company's Auditors, they or one of them being professional accountants, or for any other loss, damage or misfortune whatever which shall happen in the execution of his respective office or in relation thereto, unless the same happen through his own wilful act or default.

## WINDING UP.

40.—In a winding-up the Liquidators may, with the sanction of an Extraordinary Resolution, distribute all or any of the assets in specie among the members in such proportions and

manner as may be determined by such resolution, provided always that if any such distribution is proposed to be made otherwise than in accordance with the existing rights of the members, every member shall have the same right of dissent and other ancillary rights as if such resolution were a Special Resolution passed and confirmed pursuant to Section 192 of the Companies (Consolidation) Act 1908.

## NOTICES.

41.—Clause 114 of Table "A" shall be modified by omitting therefrom the words " (including bearers of share warrants)."

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NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.

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Richard Henry Walker  
57 Cairns Road  
Sheffield  
Saw Manufacturer

John Walker.  
20 Castlewood Road.  
Sheffield.  
Saw Manufacturer.

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Dated this 23<sup>rd</sup> day of March 1928.

Witness to the above Signatures—

Thos. W. W. W.  
Solicitor Sheffield

DUPLICATE FOR THE FILE.

No. 229203



# Certificate of Incorporation

I Hereby Certify, That

R. H. WALKER & SON, LIMITED

is this day Incorporated under the Companies Acts, 1908 to 1917, and that the Company is Limited.

Given under my hand at London this twenty-eighth day of March One

Thousand Nine Hundred and twenty-eight.

Fees and Deed Stamps £ 3. 10. 0

Stamp Duty on Capital £ 15.

*[Signature]*  
Registrar of Joint Stock Companies

Certificate  
received by

*W. W. Squire for Waterlow Sons Ltd.*  
*London Wall*

Date

*28/3/28*