

"THE COMPANIES ACT, 1929."



A  
Companies  
Registration  
Stamp  
of 5s.  
must be  
impressed  
here.

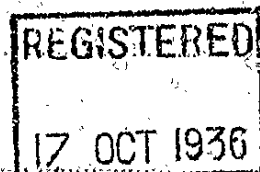
Declaration of Compliance

WITH THE

REQUIREMENTS OF THE COMPANIES ACT, 1929.

Made pursuant to Section 15, Sub-Section 2, of the Companies Act, 1929,  
on behalf of a Company proposed to be registered as

JACKSONS (WARWICKSHIRE) BRICKWORKS



Limited,

(See Page 2 of this Form).

HUTTON, HARTLEY & Co. Ltd.,

Legal and Commercial Manufacturing Stationers, Printers, Lithographers,  
Relief Stampers and Account Book Makers,

Palatine Buildings, 62 Victoria Street,

MANCHESTER 3.

TELEPHONE NO.:  
BLACKFRIARS 0701.

Presented by

Percy H. Barker & Co.,

Solicitors,

1, Princess Street,

MANCHESTER, 2.

3 PETER HINSDALE ASHER

of 1, Princess Street in the City of Manchester

Here insert  
"A Solicitor of  
the Supreme  
Court or in  
Scotland or an  
English Law  
Agent" en-  
tered in the  
formation of  
or "A person  
named in the  
Articles of  
Association  
as a  
Director (or  
Secretary) of."

Do solemnly and sincerely Declare that I am\* a Solicitor of the  
Supreme Court engaged in the formation of Jacksons (Warwickshire)  
Brickworks - - - - -

LIMITED,

and that all the requirements of The Companies Act, 1929, 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 Manchester in the  
County of Lancaster - - - -

the 10<sup>th</sup> day of October

One thousand nine hundred and thirty-  
six - - - - -  
before me,

*James A. G. [Signature]*

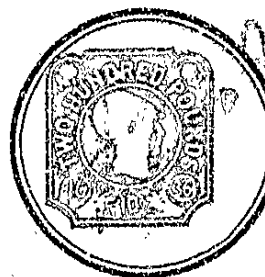
A Commissioner for Oaths (or Notary-  
Public or Justice of the Peace).

*Percy H. Barker*

NOTE.—This margin is reserved for binding, and must not be written over.

THE STAMP ACT, 1891 AND THE FINANCE ACT, 1933.

COMPANY LIMITED BY SHARES.



Duty at the  
rate of 10/-  
for every  
£100 must  
be impressed  
here.

Statement of the Nominal Capital

OF

JACKSONS (WARWICKSHIRE) BRICKWORKS

Limited,



Pursuant to Section 112 of the Stamp Act, 1891;  
as amended by Section 41 of the Finance Act, 1933.

(See Page 2 of this Form.)

The Statement is to be lodged with the Memorandum of Association and other  
Documents when the Registration of the Company is applied for.

HUTTON, HARTLEY & Co. Ltd.,

Legal and Commercial Manufacturing Stationers, Printers, Lithographers,  
Relief Stampers and Account Book Makers,

Palatine Buildings, 62 Victoria Street,

MANCHESTER 3.

TELEPHONE No. 1  
BLACKFRIARS 0801.

Presented by

Perce, H. Barker & Co.,

Solicitors,

1, Princess Street,

MANCHESTER, 1.

# THE NOMINAL CAPITAL

OF

JACKSONS (WARWICKSHIRE) BRICKWORKS

LIMITED,

is FORTY THOUSAND ----- Pounds

and into forty thousand ----- Shares

at one pound ----- each.

Signature

Jackson

Description

Director

Dated the 15th day

of 6 October 1936

NOTE.—This margin is reserved for notes not written across.

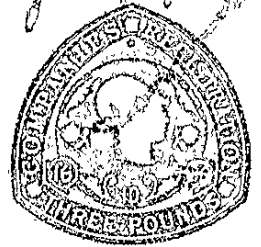
\*.\* This Statement should be signed by an Officer of the Company.

17 OCT 1936

"THE COMPANIES ACT, 1929."



COMPANY LIMITED BY SHARES.



Memorandum of Association

OF

# JACKSONS (WARWICKSHIRE) BRICKWORKS LIMITED.



1. The name of the Company is "JACKSONS (WARWICKSHIRE) BRICKWORKS 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 the business or businesses of Manufacturers of Bricks, Tiles, Pipes, Pottery, Earthenware, China and Terra-Cotta and Ceramic ware of all kinds; Builders, Plumbers and Contractors, Property Repairers, Drainers, Decorators, Carpenters, Joiners, Woodworkers, and Plasterers, Iron, Steel and Brass Founders, Converters, Smelters, Forgers, Rollers, Moulders and Casters, Metal Workers, Brokers and Merchants, Metallurgists, Boiler Makers, Millwrights, Smiths, Fitters, Machinists, Wire Drawers, Tube Makers, Galvanisers, Platers, Annealers, Enamellers, Electricians, Forge Masters, Forge, Furnace and Foundry Builders, and Engineering and Building and General Contractors, Quarry Masters, Road and Pavement Makers and Repairers, Carriers and Job Masters, Manufacturers of, Agents for the sale and purchase of, Factors of, and Dealers in Sanitary Appliances and Wares of every description, and of and in Plant, Machinery, Engines, Apparatus, Implements and Tools of all kinds; Coal Merchants, Builders' Merchants, and Dealers in Stone and Lime, Cement and Building requisites of all kinds; Sanitary, Electrical, Mechanical, Gas, Hydraulic, and General Engineers, and Engineering and General Agents.

THE SECRETARY

- (b) To purchase for investment or resale and to traffic in land and house and other property of any tenure and any interest therein, and to create, sell and deal in freehold and leasehold ground rents, and to make advances upon the security of land or house or other property or any interest therein, and generally to deal in, traffic by way of sale, lease, exchange or otherwise, with land and house property, and any other property whether real or personal.
- (c) To develop and turn to account any land required by or in which the Company is interested, and in particular by laying out and preparing the same for building purposes, constructing, altering, pulling down, decorating, maintaining, furnishing, fitting up and improving buildings, and by planting, paving, draining, farming, cultivating, letting on building lease, or building agreement, and by advancing money to and entering into contracts and agreements of all kinds with builders, tenants and others.
- (d) To construct, maintain, improve, develop, work, control and manage any lands, buildings, flats, tenements, dwellinghouses, or other property, waterworks, gasworks, reservoirs, roads, tramways, electric power, heat and light supply works, telephone works, hotels, clubs, restaurants, baths, places of worship, places of amusement, pleasure grounds, parks, gardens, reading rooms, stores, shops, dairies, and other works and conveniences which the Company may think directly or indirectly conducive to these objects; to act as estate agents, to collect rents and income tax, and to contribute or otherwise assist or take part in the construction, maintenance, development, working, control, and management thereof.
- (e) To search for, get, win, work, raise, make marketable and use, sell and dispose of coal, oil, steel, iron, clay, brick-earth, and other metals, minerals and other substances, or products, and to grant prospecting and mining and other licences, rights or privileges for such purposes.
- (f) To carry on any other business (whether manufacturing or otherwise) which may seem to the Company capable of being conveniently carried on

in connection with the above, or calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property.

- (g) To purchase or by any other means acquire any freehold, leasehold, or other property for any estate or interest whatever, and any options, rights, privileges, or easements over or in respect of any land or property, and any buildings, factories, mills, works, wharves, roads, railways, tramways, machinery, engines, rolling stock, plant, live and dead stock, barges, vessels, or things, and any real or personal property or rights whatsoever which may be necessary for, or may be conveniently used with, or may enhance the value of any other property of the Company.
- (h) To build, construct, maintain, alter, enlarge, pull down, and remove or replace any buildings, factories, mills, offices, works, shops, wharves, roads, railways, tramways, machinery, engines, walls, fences, banks, dams, sluices, or watercourses, and to clear sites for the same, or to join with any person, firm, or company in doing any of the things aforesaid, and to work, manage, and control the same, or join with others in so doing.
- (i) To acquire and undertake the whole or any part of the business, goodwill, and assets of any person, firm or company carrying on or proposing to carry on any of the businesses which this Company is authorised to carry on, and, as part of the consideration for such acquisition, to undertake all or any of the liabilities of such person, firm, or company, or to acquire an interest in, amalgamate with, or enter into any arrangement for sharing profits, or for co-operation, or for limiting competition, or for mutual assistance with any such person, firm, or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any Shares, Debentures, Debenture Stock, or securities that may be agreed upon, and to hold and retain, or sell, mortgage, and deal with any Shares, Debentures, Debenture Stock, or securities so received.
- (j) To apply for, purchase or by other means acquire, and protect, prolong, and renew, whether in the United

Kingdom or elsewhere, any patents, patent rights, brevets d'invention, licences, protections and concessions, and the like conferring any exclusive or non-exclusive right to use any secret or information which may appear likely to be advantageous or useful to the Company, and to use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon and testing and in improving or seeking to improve any patents, inventions, or rights which the Company may acquire or propose to acquire.

- (K) To improve, manage, cultivate, develop, exchange, let on lease or otherwise, mortgage, sell, dispose of, turn to account, transfer, grant or otherwise deal with, all or any part of the property, rights, or options of the Company.
- (L) To invest and deal with the moneys of the Company not immediately required in such manner as may be from time to time determined.
- (M) To lend and advance money or give credit to such persons and on such terms as may seem expedient, and in particular to customers and others having dealings with the Company, and to give guarantees or become security for any such persons.
- (N) To borrow or raise money in such manner as the Company shall think fit, and in particular by the issue of Debentures or Debenture Stock, perpetual or otherwise, and to secure the repayment of any money borrowed, raised, or owing by mortgage, charge, or lien upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled Capital, and also by a similar mortgage, charge, or lien to secure and guarantee the performance by the Company of any obligation or liability it may undertake.
- (O) To subscribe for, take, purchase, or otherwise acquire and hold shares or other interest in or securities of 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.



- (P) To draw, make, accept, endorse, discount, execute, and issue promissory notes, bills of exchange, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
- (Q) To enter into any arrangements with any Governments or authorities (supreme, municipal, local, or otherwise), or any corporations, companies, or persons that may seem conducive to the Company's objects or any of them, and to obtain from any such Government, authority, corporation, company, or persons any charters, contracts, decrees, rights, privileges, and concessions which the Company may think desirable, and to carry out, exercise, and comply with any such charters, contracts, decrees, rights, privileges, and concessions.
- (R) To procure the Company to be registered or recognised in any Colony or Dependency and in any Foreign Country or place.
- (S) To act as agents or brokers and as trustees for any person, firm, or company, and to undertake and perform sub-contracts, and also to act in any of the businesses of the Company through or by means of agents, brokers, sub-contractors, or others.
- (T) To remunerate any person, firm, or company rendering services to this Company, whether by cash payment or by the allotment to him or them of Shares or securities of the Company credited as paid up in full or in part, or otherwise.
- (U) To pay all or any expenses incurred in connection with the formation, promotion, and incorporation of the Company, or to contract with any person, firm, or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any Shares, Debentures, Debenture Stock, or securities of this Company.
- (V) To promote any other company for the purpose of acquiring all or any of the property and undertaking any of the liabilities of this Company, or of undertaking any business or operations which may appear likely to assist or benefit this Company, or to

enhance the value of any property or business of this Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.

- (w) To sell or otherwise dispose of the whole or any part of the undertaking of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same.
- (x) To distribute among the Members of the Company in kind any property of the Company, and in particular any shares, debentures, or securities of other companies belonging to this Company, or of which this Company may have the power of disposing.
- (y) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

4. The liability of the Members is Limited.

5. The Share Capital of the Company is £40,000 divided into 40,000 Shares of £1 each. The Company has power from time to time to increase or reduce its Capital, and to issue any Shares in the original or increased Capital with preferred, deferred, or other special rights, or such restrictions, whether in regard to Dividend, voting, return of Capital, or otherwise, as the Company may from time to time by Special Resolution determine.

We, the several persons, whose Names, Addresses, and Descriptions 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>Joseph Jackson</i> <i>"Park Gate"</i> <i>Bowdon</i> <i>Cheshire</i> <i>Brick Manufacturer</i>	<i>One.</i>
<i>Thomas Jackson</i> <i>"Craig Roy"</i> <i>St. Michaels Avenue</i> <i>Bramhall</i> <i>Cheshire</i> <i>Company Secretary</i>	<i>One.</i>

Dated the *Leath* day of *October*, 1936.

Witness to the above Signatures—

*Lilian M. Ashworth*  
*Attended Clerk*  
*with Percy A. Barker Esq*  
*Solicitors*  
*Manchester*



"THE COMPANIES ACT, 1929."



COMPANY LIMITED BY SHARES.

Articles of Association

OF

# JACKSONS (WARWICKSHIRE) BRICKWORKS LIMITED.

REGISTERED  
17 OCT 1936

## PRELIMINARY.

1. The Regulations contained in Table A in the First Schedule to the Companies Act, 1929 (such Table being hereinafter called "Table A"), shall apply to the Company save in so far as they are excluded or varied hereby; that is to say, the Clauses of Table A numbered 11, 13, 28, 39, 40, 54, 64, 66, 69, 72, 82, 101 and 104 shall not apply to this Company; but in lieu thereof, and in addition to the remaining Clauses of Table A, the following shall be the regulations of the Company.

2. The Company shall not offer any of its Shares or Debentures to the public for subscription.

3. 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 while in such employment and have continued after the determination of such employment to be Members of the Company) shall not at any time exceed fifty.

4. It shall be lawful for the Company to pay a commission to any person in consideration of his 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, to any amount not exceeding ten per cent. of the price at which the Shares are issued.

5. The Company shall be entitled to treat the person whose name appears upon the Register in respect of any Share as the

absolute owner thereof, and shall not be under any obligation to recognise any trust or equity or equitable claim to or partial interest in such Share, whether or not it shall have express or other notice thereof.

#### CALLS ON SHARES.

6. The Directors may from time to time make Calls upon the Members in respect of all moneys unpaid on their Shares, provided that no Call shall exceed one-half of the nominal amount of the Share, or be made payable within two months after the date when the last instalment of the last preceding Call shall have been made payable; and each Member shall, subject to receiving twenty-one days' notice at least, specifying the time and place for payment, pay the amount of Calls so made to the persons and at the times and places appointed by the Directors.

7. A Call may be made payable by instalments.

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

9. If the Call payable in respect of any Share or any instalment be not paid before or on the day appointed for payment thereof, the holder for the time being of such Share shall be liable to pay interest for the same at such rate, not exceeding Ten pounds per centum per annum, as the Directors shall determine from the day appointed for the payment of such Call or instalment to the time of actual payment; but the Directors may, if they shall think fit, remit the payment of such interest or any part thereof.

10. If by the terms of the issue of any Shares or otherwise any amount is made payable at any fixed time or by instalments at any fixed times, every such amount or instalment shall be payable as if it were a Call duly made by the Directors, and of which due notice had been given; and all the provisions hereof with respect to the payment of Calls and interest thereon, or to the forfeiture of Shares for non-payment of Calls, shall apply to such amount or instalments and the Shares in respect of which they are payable.

11. The Directors may, if they think fit, receive from any Member willing to advance the same all or any part of the moneys uncalled or unpaid upon any Shares held by him.

## FORFEITURE OF SHARES.

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

13. The lien conferred by Clause 7 of Table A shall attach to fully paid Shares, and to all Shares registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of several joint holders.

## TRANSFER OF SHARES.

14. The Directors may, in their absolute and uncontrolled discretion, refuse to register any proposed transfer of Shares; and Clause 19 of Table A shall be modified accordingly.

15. A Share may be transferred by a Member or other person entitled to transfer, to any Member selected by the transferor, but no Share shall be transferred to a person who is not a Member as long as any Member (or any person selected by the Directors as one whom it is desirable in the interests of the Company to admit to membership) is willing to purchase the same at the fair value.

16. In order to ascertain whether any Member or person selected as aforesaid is willing to purchase a Share the proposing transferor shall give notice in writing (hereinafter called the transfer notice) to the Company that he desires to transfer the same. Such notice shall specify the sum he fixes as the fair value, and shall constitute the Company or his agent for the sale of the Share to any Member or person selected as aforesaid at the price so fixed or at the option of the purchaser at the fair value to be fixed by the Auditor in accordance with these Articles. The transfer notice may include several Shares, and in such case shall operate as if it were a separate notice in respect of each. The transfer notice shall not be revocable except with the sanction of the Directors.

17. If the Company shall within the space of 28 days after being served with such notice find a Member or person willing to purchase the Share (hereinafter called the purchasing Member), and shall give notice thereof to the proposing transferor, he shall be bound, upon payment of the fair value, to transfer the Share to the purchasing Member.

18. In case any difference arises between the proposing transferor and the purchasing Member as to the fair value of a share, the Auditor shall, on the application of either party, certify in writing the sum which, in his opinion, is the fair value, and such sum shall be deemed to be the fair value, and in so certifying the Auditor shall be considered to be acting as an expert, and not as an arbitrator, and accordingly the Arbitration Act, 1889, shall not apply.

19. If in any case the proposing transferor, after having become bound as aforesaid, makes default in transferring the Share, the Company may receive the purchase money, and shall thereupon cause the name of the purchasing Member to be entered in the Register as the holder of the Share, and shall hold the purchase-money in trust for the proposing transferor. The receipt of the Company for the purchase-money shall be a good discharge to the purchasing Member, and after his name has been entered in the Register in purported exercise of the aforesaid power the validity of the proceedings shall not be questioned by any person.

20. If the Company shall not within the space of 28 days after being served with a transfer notice, find a Member willing to purchase the Shares, and give notice in manner aforesaid, the proposing transferor shall at any time within three calendar months afterwards be at liberty to transfer the Shares or those not placed to any person and at any price.

#### BORROWING POWERS.

21. The Directors may at their discretion raise or borrow money for the purposes of the Company's business, and may secure the repayment of the same by mortgage lien or charge upon the whole or any part of the assets and property of the Company (present or future), including its uncalled or unissued Capital, and may issue Bonds, Debentures, or Debenture Stock, either charged upon the whole or any part of the assets and property of the Company or not so charged, but so that the whole amount so borrowed or raised and outstanding at any one time shall not, without the consent of the Company in General Meeting, exceed the amount of the Share Capital of the Company for the time being issued or agreed to be issued.

22. The Register of Mortgages shall be open to inspection by any Creditor or Member of the Company without payment and by any other person on payment of the sum of One Shilling for each inspection.

23. A Register of the Holders of the Debentures of the Company shall be kept at the Registered Office of the Company, and shall be open to the inspection of the registered holder of any such Debentures and of any holder of Shares in the Company at any time subject to such restrictions as the Company may in General Meeting impose. The Directors may close the said Register for such period or periods as they may think fit, not exceeding in the aggregate thirty days in each year.

24. Any Debentures, Bonds, or other securities may be issued at a discount or otherwise.

#### GENERAL MEETINGS.

25. The annual General Meeting of the Company shall be held once in every calendar year at such time (not being more than fifteen months after the holding of the last preceding General Meeting) and place as the Directors shall appoint. In default of a General Meeting being so held, a General Meeting may be convened by any two Members in the same manner as nearly as possible as that in which Meetings are to be convened by the Directors.

26. Two Members personally present at a General Meeting of the Company shall be a quorum, and Clause 45 of Table A shall be modified accordingly.

#### PROXIES.

27. No person shall act as a proxy unless either he is entitled on his own behalf to be present and vote at the meeting at which he acts as a proxy or he has been appointed to act pursuant to Clause 63 of Table A, or is a Solicitor or professional Accountant; and Clause 59 of Table A shall be modified accordingly.

#### VOTES OF MEMBERS.

28. A poll shall be taken whenever demanded by two Members together holding or representing by proxy not less than one-tenth of the Capital of the Company for the time being issued; and Clause 50 of Table A shall be read as if this power to demand a poll were substituted for the powers therein contained.

29. Upon a show of hands every Member present in person shall have one vote only. Upon a poll every Member present in person or by proxy shall have one vote for every Share held by him, upon which there are no Calls in arrear.



## DIRECTORS.

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

31. The following persons shall be the first Directors of the Company:—

JOSEPH JACKSON.

THOMAS JACKSON, and

HERBERT HENRY BAILEY.

32. The quorum necessary for the transaction of business at a Directors meeting may be fixed by the Directors, and unless so fixed shall be two.

33. The qualification of every Director shall be the holding in his own right and as sole holder, of Shares of the Company to the nominal value of not less than £1,000. A first Director may act before acquiring his qualification, but shall in any case acquire his qualification within one month of being appointed a Director; and if such qualification shall not have been otherwise acquired within the time aforesaid he shall be deemed to have agreed with the Company to take from the Company so many Shares as shall be necessary to make up with the Shares (if any) which he then holds the amount of his said qualification and his name shall be entered in the Register of Members accordingly.

## DISQUALIFICATION OF DIRECTORS.

34. The office of a Director shall be vacated—

- (A) If he become bankrupt or insolvent or compound with his creditors.
- (B) If he become of unsound mind or be found a lunatic.
- (C) If he be convicted of an indictable offence.
- (D) If he cease to hold the necessary qualification in Shares or do not obtain the same within one month from the date of his appointment.
- (E) If he absent himself from the Meetings of Directors for a period of six months without special leave of absence from the other Directors.
- (F) If he give the Directors one calendar month's notice in writing that he resigns his office.

But any act done in good faith by a Director whose office is vacated as aforesaid shall be valid unless, prior to the doing of such act, written notice shall have been served upon the Directors or an entry shall have been made in the Directors' Minute Book stating that such Director has ceased to be a Director of the Company.

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

#### MANAGING DIRECTORS.

36. The Directors may from time to time appoint one or more of their body to the office of Managing Director or Manager for such time and at such remuneration (whether by way of salary or commission or participation in profits, or partly in one way and partly in another) as they may think fit, and a Director so appointed shall not, while holding such office, be subject to retirement by rotation or be taken into account in determining the rotation of retirement of Directors, but his appointment shall be subject to determination *ipso facto* if he shall cease from any cause to be a Director, or if the Company in General Meeting shall resolve that his tenure of such office be determined.

37. The Directors may from time to time confer upon and entrust to the Managing Director or Manager all or any of the powers of the Directors (excepting the power to make Calls, forfeit Shares, borrow money, or issue Debentures) that they may think fit. But the exercise of all powers by the Managing Director or Manager shall be subject to such regulations and restrictions as the Directors may from time to time impose, and the said powers may at any time be withdrawn, revoked, or varied.

## NOTICES.

38. A Member who has no registered address in the United Kingdom, and has not supplied to the Company an address within the United Kingdom for the giving of notices to him, shall not be entitled to receive any notices from the Company.

## WINDING UP.

39. With the sanction of an Extraordinary Resolution of the Shareholders, any part of the assets of the Company, including any shares in other companies, may be divided between the Members of the Company in specie, or may be vested in trustees for the benefit of such members, and the liquidation of the Company may be closed and the Company dissolved, but so that no Member shall be compelled to accept any shares whereon there is any liability.

40. The assets of the Company available for distribution among the Members shall be applied—First, in repaying to the holders of Preference Shares (if any) the amounts paid up or credited as paid up on such Preference Shares respectively; Secondly, in repaying to the holders of Ordinary Shares the amounts paid up or credited as paid up on such Ordinary Shares respectively; and the balance (if any) shall be distributed among all the holders of shares in the Company in proportion to the number of shares held by them respectively.

NAMES, ADDRESSES, AND DESCRIPTIONS OF SUBSCRIBERS.

Joseph Jackson  
Park Gate  
Bowdon  
Cheshire  
Brick Manufacturer

Thomas Jackson  
"Craig Roy"  
St. Michaels Avenue  
Brunhall  
Cheshire  
Company Secretary

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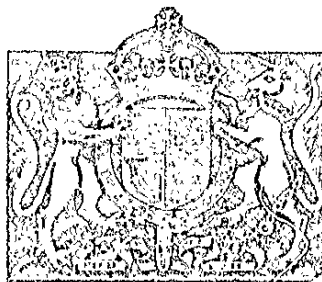
Dated the Tenth day of October, 1936.

Witness to the above Signatures—

Lilian M. Ashworth  
Articled Clerk  
with Percy H. Barker also  
Solicitors  
Manchester

DUPLICATE FOR THE FILE.

Nº 19658



# Certificate of Incorporation

I Hereby Certify,

That

JACK ONE (WARWICKSHIRE) BRICKWORKS LIMITED

is this day Incorporated under the Companies Act, 1929, and that the Company is Limited.

Given under my hand at London this seventeenth day of October One

Thousand Nine Hundred and thirty-six

*[Signature]*  
Assistant Registrar of Companies.

Certificate  
received by *[Signature]*

Date *[Signature]* 14/10/36