

No. of Certificate

*2460 & Co. L. 22672* //

Form No. 25.



22733

12 AUG 1891

*The Leicester Football & Athletic*

*Ground* COMPANY, LIMITED.

STATEMENT of the Nominal Capital made pursuant to s. 11 of 51 Vict.,  
cap. 8, Customs and Inland Revenue Act, 1888. (Note.—The Stamp Duty on the  
Nominal Capital is Two 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.

Presented for registration by



The NOMINAL CAPITAL of the Gloucester Football

& Athletic Ground Company, Limited.

is £ 4,000, divided into \_\_\_\_\_ shares of £ 1

each.

Signature



Description

Agents for  
Bretherton Son & Boughton  
Solicitors  
Gloucester

Date 12<sup>th</sup> August 1891

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

The Customs and Inland Revenue Act, 1888 (51 Vict., cap 8, sec. 11), provides that:- "A statement of the amount of nominal capital to be raised by Shares of any "Company to be registered with limited liability shall be delivered to the Registrar of "Joint Stock Companies in England, Scotland, or Ireland, and a statement of the "amount of any increase of registered capital of any Company now registered, or to "be registered, with limited liability, shall be delivered to the said Registrar, and every "such statement shall be charged with an *ad Valorem* Stamp Duty of Two Shillings "for every One Hundred Pounds and any fraction of One Hundred pounds over any "multiple of One Hundred Pounds of the amount of such capital or increase of capital, "as the case may be."

Memorandum  
AND  
Articles of Association  
OF  
THE GLOUCESTER  
FOOTBALL AND ATHLETIC GROUND  
COMPANY, LIMITED.

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*Registered the                      day of                      1891.*



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JOHN JENNINGS, STEAM PRINTER, GLOUCESTER.



# Memorandum of Association

OF

## THE GLOUCESTER FOOTBALL AND ATHLETIC GROUND COMPANY, LIMITED.

1. The name of the Company is THE GLOUCESTER FOOTBALL AND ATHLETIC GROUND COMPANY, LIMITED.

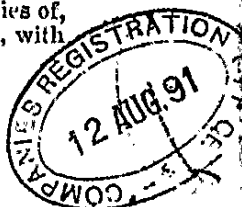
22734

12 AUG 1891

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

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

- (a) To purchase a certain Freehold Estate of seven acres, or thereabouts, with the buildings thereon, known as Castle Grim, situate at Kingsholm, in the City of Gloucester, with a view thereto to adopt and carry into effect, with or without modification, the agreements referred to in Clause 3 of the Company's Articles of Association, and, if considered advisable, to purchase additional lands in Gloucester or the neighbourhood thereof.
- (b) To let on lease, or otherwise, and generally render available, a portion of the said Estate to or for the use of the Gloucester Rugby Union Football Club for the purposes of Football.
- (c) To let portions of such ground to or for the benefit of any other clubs or associations, whether for cricket, football, or other athletic sports.
- (d) Generally to let or utilize the ground aforesaid, or any part thereof, for the purpose of athletic sports of all kinds, including cricket, football, lawn tennis, polo, bowls, curling, and cycling, and for matches and exhibitions, and for any other kind of amusement, recreation, sport or entertainment, and, if considered advisable, to promote such sports, matches, exhibitions, amusements, recreations, and entertainments, and to give and contribute towards prizes, cups, stakes, and other rewards.
- (e) To erect and construct any grand or other stands, stables, refreshment rooms, all lavatories and other buildings and conveniences, and to make all proper and necessary approaches and roads for the purpose of so utilizing the said ground.
- (f) To apply for and obtain licenses for the sale of refreshments and spirituous liquors to be consumed on the ground, and to supply refreshments of all kinds, whether liquid or solid; or, if thought desirable, to let the right of selling such refreshments and liquors to such persons, for such periods and on such terms as may be thought desirable.
- (g) As regards any of the Company's landed property for the time being to develop the same as a building estate, and to sell or lease the whole or any portions thereof in fee or for years, and either absolutely or on ground rents, or otherwise to dispose of or turn the same to account.
- (h) To construct, erect, carry out and maintain, either by the Company or other parties, sewers, drains, roads, streets and buildings, houses, and all other works and things of any and every description whatsoever upon the lands acquired by the Company. To lend or advance money to builders or other persons upon such terms as may seem expedient. To win, work, convey and dispose of, in any manner they may think fit, any mineral properties of the Company.
- (i) To enter into partnership or into any arrangement for sharing profits, union of interest, reciprocal concession or co-operation with any person or company carrying on or about to carry on any business which this Company is authorized to carry on, 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 subsidize or otherwise assist any such Company, and to sell, hold, re-issue, with or without guarantee, or otherwise deal with such Shares or securities.



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- (j) 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, and capable of being profitably dealt with in connection with any of the Company's property or rights for the time being, and in particular any land, buildings, easements, licenses, patents, machinery, ships, barges, rolling stock, plant, and stock-in-trade.
  - (k) To sell the undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular for Shares, Debentures, or securities of any other Company having objects altogether or in part similar to those of this Company. To promote any other Company for the purpose of acquiring all or any of the property, rights and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company.
  - (l) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
  - (m) To obtain any Provisional Order of the Board of Trade or Act of Parliament for enabling the Company to carry any of its objects into effect or for effecting any modification of the Company's constitution.
  - (n) To raise or borrow money in such manner and on such terms as may seem expedient and in particular by the issue of Debentures or Debenture Stock, whether perpetual or otherwise, and charged or not charged upon the whole or any part of the property of the company, both present and future, including its uncalled Capital.
  - (o) To remunerate any parties for services rendered or to be rendered in placing or assisting to place, or guaranteeing the placing of any Shares in the Company's Capital, or any Debentures, Debenture Stock or other securities of the Company, or in or about the formation or promotion of the Company.
  - (p) To sell, improve, manage, develop, lease, mortgage, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Company.
  - (q) 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.
4. The liability of the Members is limited.
5. The Capital of the Company is £4000, divided into Shares of One Pound each. Any Shares in the original or any increased Capital may be issued with any preferential, qualified or special rights, privileges or conditions attached thereto, with full power to increase or decrease such Capital at such times, in such manner, and on such terms as the Company shall determine.

We the undersigned, 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 to our respective names.

Names, Address and description of Subscriber	Number of Shares taken by each Subscriber.
George Cunningham Mactator Spa Road Gloucester	Fifty
Charles Henry Dancy Midland Road Plumber Gloucester	Twenty five
William Henry Phillips 81 Worcester Street Gloucester Painter	Nine
Alfred John Barnes 24, St Aldate Street Decorator Gloucester	Five
Henry William Bennett 70 London Road Gloucester Composer	Five
James Philip Moore 9 Berkeley Street Architect Gloucester	Twenty
Herbert Sumner Simpson 60 Wellington Street Gloucester Bank Cashier	Ten

Dated the 11<sup>th</sup> day of August, 1891

Witness to the above Signatures,

Arthur E. Shorland

Clerk to Messrs Bretherton, Smith & Boughton  
Solicitors, Gloucester



12 AUG 1891

# Articles of Association

OF

## THE GLOUCESTER FOOTBALL AND ATHLETIC GROUND COMPANY, LIMITED.

### PRELIMINARY.

1. In these Articles, unless there be something in the subject matter or context inconsistent therewith—

"The Company" means THE GLOUCESTER FOOTBALL AND ATHLETIC GROUND COMPANY, LIMITED.

"The Office" means the Registered Office for the time being of the Company.

"The Register" means the Register of Members to be kept pursuant to Section 25 of "The Companies Act, 1862."

"Month" means Calendar Month.

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

"The Seal" means the Common Seal of the Company.

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

"Special Resolution" and "Extraordinary Resolution" have the meaning assigned thereto respectively by "The Companies Act, 1862."

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

Words importing the masculine gender only include the feminine gender.

Words importing persons include Corporations.

2. The regulations contained in Table A in the First Schedule to "The Companies Act, 1862," shall not apply to the Company.

3. The Company shall forthwith adopt an Agreement dated the 7th day of August, 1891, and made between Arthur Vincent Hatton of the one part and Hubert James Boughton and Arthur Williams Vears of the other part, whereby the said Arthur Vincent Hatton agrees to sell to the said Hubert James Boughton and Arthur Williams Vears about seven acres of Land, with Buildings thereon, situate at Kingsholm in the City of Gloucester. And the Company shall also adopt an Agreement, dated the 10th day of August, 1891, and made between the said Hubert James Boughton and Arthur Williams Vears of the one part and Tom Graves Smith and Sidney Stephen Starr of the other part, for letting portions of the said land to the Gloucester Rugby Union Football Club. The Directors shall carry the said Agreements into effect, with full power nevertheless from time to time to agree to any alteration or modification of the terms thereof.

4. The Directors shall not employ the funds of the Company, or any part thereof, in the purchase of Shares of the Company.

5. The business of the Company may be commenced as soon after the incorporation of the Company as the Directors in their absolute discretion shall think fit, and notwithstanding that part only of the Shares may have been taken.

6. 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 either at a discount, premium or otherwise, and at such times as the Directors think fit.

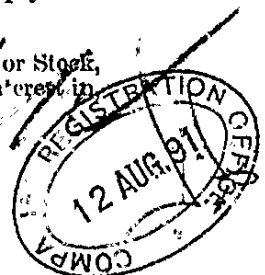
7. If by the condition of allotment of any Share the whole or part of the amount thereof shall be payable by instalments, every such instalment shall when due be paid to the Company by the holder of the Share.

8. 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.

9. In case of the death of any one or more of the joint registered holders of any Share or Stock, the survivors shall be the only persons recognised by the Company as having any title to, or interest in, such Shares or Stock.



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## CERTIFICATES.

10. Every Member shall be entitled to a Certificate under the Seal of the Company, and signed by two Directors specifying the share or shares held by him, and the amount paid up thereon.

11. If any Certificate is proved to the satisfaction of the Directors to have been worn out or defaced, or lost, or destroyed, it may be renewed on payment of one shilling, and giving such indemnity (if any) as the Directors deem adequate.

12. The Certificate of Shares registered in the names of two or more persons shall be delivered to the person first named on the register.

## CALLS.

13. The Directors may from time to time make such Calls as they may think fit upon the Members in respect of all moneys unpaid on the Shares held by them, 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 person, and at the time, and at the place, appointed by the Directors. A Call may be made payable either in one sum or by two or more instalments.

14. A Call shall be deemed to have been made at the time when the resolution of the Directors authorizing such call was passed. Fourteen days notice at the least of any Call shall be given, specifying the time and place of payment, and to whom such Call shall be paid.

15. If the sum payable in respect of any Call or instalment is 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 instalments shall be due, shall pay interest for the same at the rate of ten per cent. per annum from the day appointed for the payment thereof to the time of the actual payment. But the Directors may, where they think fit, remit altogether or in part any sum becoming payable for interest under this clause.

16. The Directors may receive from any Member willing to advance the same, and upon such terms and conditions as they think fit, all or any parts of the moneys due upon the Shares held by such Member beyond the sums paid up or payable thereon, and, in particular, such money may be received upon the terms that interest shall be paid thereon, or on so much thereof as for the time being exceeds the amount called up.

## TRANSFER AND TRANSMISSION OF SHARES OR STOCK.

17. Shares and Stock shall be transferable subject to the following provisions:—The instrument of transfer shall be signed both by the transferrer and the transferee, and the transferrer shall be deemed to remain a holder of the Shares or Stock until the name of the transferee is entered in the Register in respect thereof.

18. The instrument of transfer of any Shares shall be in the usual common form, or in the following form, or as near thereto as circumstances will admit:—

<p>"I</p> <p>"of the sum of £</p> <p>"of</p> <p>"to the transferee the Share (or Shares) numbered</p> <p>"in the books of The Gloucester Football and Athletic Ground Company, Limited,</p> <p>"to hold unto the transferee, his executors, administrators, and assigns, subject to</p> <p>"the several conditions on which I held the same immediately before the execution</p> <p>"hereof. And I, the transferee, do hereby agree to take the said Share (or Shares)</p> <p>"subject to the same condition.</p> <p>"As witness our hands the</p>	<p>of</p> <p>paid to me by</p> <p>hereinafter called the transferee, do hereby transfer</p> <p>standing in my name</p> <p>the Gloucester Football and Athletic Ground Company, Limited,</p> <p>his executors, administrators, and assigns, subject to</p> <p>the same immediately before the execution</p> <p>hereof. And I, the transferee, do hereby agree to take the said Share (or Shares)</p> <p>subject to the same condition.</p> <p>day of</p>	<p>in consideration</p> <p>"</p>
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19. The Directors may decline to register any transfer of Shares or Stock on 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.

20. Every instrument of transfer shall be delivered to the Company for registration accompanied by the Certificate of the Share or Stock to be transferred, and such other evidence as the Directors may require to prove the title of the transferrer or his right to transfer the Shares or Stock.

21. 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, on demand, be returned to the person depositing the same.

22. A fee of one shilling, or such smaller sum as the Directors may determine, may be charged for each transfer, and shall, if required by the Directors, be paid before the registration thereof. The transfer book may be closed during such time as the Directors think fit, not exceeding in the whole thirty days in each year.

23. The executors or administrators of a deceased Member (not being one of several joint holders) shall be the only persons recognized by the Company as having any title to the Shares or Stock registered in the name of such Member.

24. Any guardian of any infant Member, and any Committee of a Lunatic Member, and any person becoming entitled to Shares or Stock in consequence of the death, bankruptcy or liquidation of any Member, upon producing such evidence that sustains the character in respect of which he proposes to act under this clause, or of his title, as the Directors think sufficient, may, with the consent of the Directors, which they shall be under no obligation to give, be registered himself as a Member in respect of such Shares or Stock, or, subject to the regulations as to transfer hereinbefore contained, may transfer the same to some other person. This clause is hereinafter referred to as "the transmission clause."

### FORFEITURE AND LIEN.

25. 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.

26. 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.

27. 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 Calls or instalments, interest and expenses due in respect thereof, be forfeited by a resolution of the Directors to that effect.

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

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 forfeiture, together with interest thereon from the time of forfeiture until payment at the rate of ten per cent. per annum, and the Directors shall enforce the payment of such moneys or any part thereof if they think fit, but shall not be under any obligation so to do.

30. 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.

31. The Company shall have a first and paramount lien upon all the Shares and Stock 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 declared on such Shares or Stock.

32. For the purpose of enforcing such lien the Directors may sell the Shares or Stock 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 intention to sell shall have been served on such Member, his executors and 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.

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

34. Upon any sale in purported exercise of the powers given by clauses 28 and 32 hereof respectively, the Directors may cause the purchaser's name to be entered in the Register in respect of the Shares or Stock sold, and the purchaser shall not be bound to see to the regularity of the proceedings or the application of the purchase money, and after his name has been entered in the Register in respect of such Shares or Stock the sale shall not as against him be impeached by the former holder of the Shares or Stock or any other person, and the remedy of any Member or person aggrieved by such sale shall be in damages only against the Company exclusively.

### CONVERSION OF SHARES INTO STOCK.

35. The Company (in General Meeting) may convert any paid-up Shares into Stock. When any Shares have been converted into Stock, the several holders of such Stock may thenceforth transfer their respective interests therein, or any part of such interests, in the manner and subject to the regulations hereinbefore provided. Provided always that the Directors may from time to time, if they think fit, fix the minimum amount of Stock transferable, and direct that fractions of a pound shall not be dealt with, but with power at their discretion to waive such rules in any particular case.

36. The Stock shall confer on the holders thereof respectively the same privileges and advantages for the purpose of voting at Meetings of the Company, and as regards participation in profits and for other purposes, as would have been conferred by Shares of equal amount in the Capital of the Company, but so that none of such privileges or advantages, except the participation in the dividends and profits of the Company, shall be conferred by any such aliquot part of Stock as would not if existing in Shares have conferred such privileges or advantages, but no preference or other special privileges shall be effected by any such conversion.

## INCREASE AND REDUCTION OF CAPITAL.

37. 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.

38. 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 a qualified right to dividends, and in the distribution of the assets of the Company, and with a special or without any right of voting.

39. The Company in General Meeting may, before the issue of any new Share, determine that the same or any of them shall be offered in the first instance to all the then Members in proportion to the amount of capital held by them, or make any other provision as to the issue and allotments of the new Shares which they may think fit, but in default of any such determination or so far as the same shall not extend the new Shares shall be issued on the same terms as the original Shares.

40. 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 sums, calls, and instalments, transfer and transmission, forfeiture, lien, surrender, and otherwise.

41. The Company may from time to time reduce its capital in any manner permitted by law, and may consolidate or sub-divide any of its Shares, and paid-up capital may be paid off upon the footing that the amount may be called up again or otherwise.

## BORROWING POWERS.

42. The Directors may from time to time at their discretion borrow from the Directors or other persons, or otherwise raise any sum or sums of money for the purposes of the Company.

43. 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 of the Company charged upon the property and rights of the Company (both present and future), including the uncalled capital, or by accepting or endorsing on behalf of the Company any promissory notes or bills of exchange.

44. Every Debenture or other instrument for securing the payment of the money issued by the Company may be so framed that the moneys thereby secured shall be assignable free from any equities between the Company and the person to whom the same may be issued. Any Debenture Bonds or other instruments or securities may be issued at a discount, premium or otherwise, and with any special privileges as to redemption, surrender, drawings, allotment of Shares or otherwise.

45. The Directors shall cause a proper Register to be kept, in accordance with Section 43 of "The Companies' Act, 1867," of all mortgages and charges specifically affecting the property of the Company.

46. If any uncalled Capital of the Company is included in or charged by any mortgage or other security, the Directors may by deed under the seal authorize the person in whose favour such mortgage or security is executed, or any trustee for him, to make calls on the members in respect of such uncalled capital, and such authority may be made exercisable, either presently or contingently, and either conditionally or unconditionally, and either in exclusion of the Directors' power or otherwise, and the provisions in regard to calls hereinbefore contained shall, *mutatis mutandis*, apply to calls made or to be made on such authority, and such authority shall be assignable if expressed so to be.

## GENERAL MEETINGS.

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

48. Subsequent General Meetings shall be held at such time and place as may be prescribed by the Company in General Meeting, and if no other time or place is prescribed, a General Meeting shall be held in the month of May in every year at such time and place as may be determined by the Directors.

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.

50. The Directors may, whenever they think fit, and they shall, upon a requisition made in writing by members holding not less than one-tenth of the nominal amount of the issued Capital, convene an Extraordinary 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, whether convened by the Directors or the requisitionists, must be convened for the purposes specified in the requisitions.

52. In case the Directors for fourteen days after such deposit shall fail to convene an Extraordinary 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.

53. Seven clear days' notice at the least, 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 notice sent by post or otherwise served as hereinafter provided. Whenever any meeting is adjourned for fourteen days or more, at least five days' notice of the place and hour of meeting of such adjourned meeting shall be given in like manner.

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.

55. The business at an Ordinary Meeting shall be to receive and consider the statement of income and expenditure, the balance sheet, the ordinary reports of the Directors and Auditors, to elect Directors and other officers in the place of those retiring by rotation or otherwise, to declare dividends, and to transact any other business which under these presents ought to be transacted at any Ordinary Meeting. All other business transacted at an Ordinary Meeting, and all business transacted at an Extraordinary Meeting, shall be deemed special.

56. Three Members personally present shall be a quorum for a General Meeting for the choice of a Chairman, the declaration of a dividend, and the adjournment of the meeting. For all other purposes the quorum for a General Meeting shall be three Members personally present, holding or representing by proxy not less than one-tenth of the nominal amount of the issued Capital of the Company. No business shall be transacted at any General Meeting unless the requisite quorum be present at the commencement of the business.

57. The Chairman of the Directors, if any, (and in his absence the Deputy-Chairman, if any) shall be entitled to take the chair at every General Meeting. If such officers have not been appointed, or if neither of them be present at a Meeting within fifteen minutes after the time appointed for holding such meeting, the Directors present, or in default the Members present, shall choose a Director as Chairman, and if no Director be present, or if all the Directors present decline to preside, then the Members present shall choose one of their number to be Chairman.

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.

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

60. At any General Meeting (unless a poll is demanded by at least three Members, or by a Member or Members holding or representing by proxy, or entitled to vote in respect of at least one-tenth of the nominal amount 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 the 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 resolutions.

61. If a poll is demanded as aforesaid, it shall be taken in such manner and at such time and place, and either immediately or after an interval or adjournment not exceeding seven days, as the Chairman of the Meeting directs, and the result of the poll shall be deemed to be the resolution of the Meeting at which the poll was demanded.

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.

63. 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.

64. Any poll demanded upon any question of adjournment, or as to the election of a Chairman, shall be taken at the Meeting without adjournment.

65. Every Member shall have one vote for every Share held by him.

66. Any guardian or other person entitled under the transmission clause to transfer any Shares or Stock may vote at any General Meeting in respect thereof in the same manner as if he were the registered holder of such Shares or Stock, 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 Stock, or that the Directors shall, previously to such Meeting, have admitted his right to vote thereat in respect of such Shares or Stock.

67. Where there are any joint registered holders of any Share or Stock, any one of such persons may vote at any Meeting, either personally or by proxy, in respect of such Shares or Stock 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 in the Register in respect of such Shares or Stock shall alone be entitled to vote in respect thereof.

68. Votes may be given personally or by proxy. The instrument appointing a proxy shall be in writing under the hand of the appointor, or if such appointor is a Corporation, under its common seal. No person shall be appointed a proxy who is not a Member of the Company and qualified to vote.

69. The instrument appointing a proxy shall be deposited at the Registered Office of the Company not less than twenty-four hours before the time for holding the Meeting at which the person named in such instrument propose to vote, but no instrument appointing a Proxy shall be valid after the expiration of six months from the date of its execution.

70. 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 appointment, unless notice in writing of the death or revocation shall have been received at the office of the Company twenty-four hours at the least before the Meeting.

71. The instrument of proxy, whether for a specified Meeting or otherwise, shall, as far as the circumstances will admit, be in the form or to the effect following :—

THE GLOUCESTER FOOTBALL AND ATHLETIC GROUND COMPANY, LIMITED.

I	of	in the
of	being a Member of the above-named Company, hereby	of
appoint	of	of
or failing him	of	of
failing him	of	of
as my proxy, to vote for me and on my behalf at the Ordinary [or Extraordinary, as the	case may be] General Meeting of the Company to be held on the	
day of	and at any adjournment thereof.	
As witness my hand this	day of	

72. 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.

73. The number of Directors shall not be less than three or more than ten, but the continuing Directors may act notwithstanding any vacancies.

74. The City of Gloucester Rugby Union Football Club shall from time to time by writing, signed by the Chairman of their Committee and the majority of members of that Committee, be at liberty to nominate and appoint one Director, and at any time to remove such Director so appointed.

75. The following persons shall be the first Directors :—

1. GEORGE CUMMINGS, of Wotton, Gloucester.
2. CHARLES HENRY DANCEY, of Midland Road, Gloucester.
3. SAMUEL DAVIS, of Westgate Street, Gloucester.
4. THOMAS GURNEY, of Widden Street, Gloucester.
5. ARTHUR VINCENT HATTON, of the Northgate Brewery, Gloucester.
6. LEWIS HENRY FRIDAY, of Longford Court, near Gloucester.
7. ARTHUR WILLIAMS VIBARS, of 25, Brunswick Square, Gloucester.
8. ALFRED WOODWARD, of Spa Road, Gloucester.
9. SIDNEY STEPHEN STARR, of Northgate Street, Gloucester, (Nominated on behalf of the Gloucester Football Club.)

76. The Directors shall from time to time, and at any time have power 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.

77. As remuneration for their services the Directors shall be paid out of the funds of the Company such sum as the Company in General Meeting shall from time to time determine.

78. The qualification of a Director shall be the holding of Shares or Stock of the Company of the nominal value of £20 at the least, except that the Director from time to time holding office as the nominee of the Gloucester Football Club shall not require such qualification, provided he is a Shareholder or Stockholder in the Company to some extent.

79. The office of Director shall be vacated—

- (a) If he become bankrupt, or suspend payment, or compound with his creditors.
- (b) If he be found lunatic or become of unsound mind.
- (c) If he absent himself from the meetings of the Directors during a period of three calendar months without special leave of absence from the Directors.
- (d) If he cease to hold his qualification Shares, or do not acquire the same within three months after election or appointment.
- (e) If by notice in writing to the Company he resign his office.

80. No Director or intended Director shall be disqualified by his office from contracting with the Company, either as Vendor or otherwise, nor shall any such contract, or 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 member or so interested, be liable to account to the Company for any profit realized by any such contract or arrangement by reason only of such Director holding that office, or of the fiduciary relation thereby established; nevertheless, it is declared that no Director shall vote in respect of any such contract or arrangement in which he is interested, and the nature of his interest must be disclosed at the Meeting at which the contract is determined on if it then exists, and in any other case at the first Meeting of the Directors after the acquisition of his interest; but this direction shall not apply to the agreements referred to in Clause 3 hereof, or any matters arising thereout.

#### ROTATION OF DIRECTORS.

81. At the Ordinary General Meeting to be held in the year 1892, and at the Ordinary General Meeting in each succeeding year, one-third of the Directors, or if their number is not a multiple of three, then the number nearest to but not exceeding one-third of the Directors, shall retire from office.

82. The Director nominated by the Gloucester Football Club shall not retire by rotation, but is removable by the Committee of the Gloucester Football Club at any time, in accordance with Clause 74.

83. The Directors to retire on each occasion shall be those who have been longest in office. As between two or more who have been in office for a like period, the Director to retire shall in default of agreement between them be selected by ballot. For the purposes of this clause the length of time a Director has been in office shall be computed from his last election or appointment. A retiring Director shall be eligible for re-election.

84. The Company at any General Meeting at which any Directors retire in manner aforesaid, or otherwise, shall fill up the vacated offices by electing a like number of persons to be Directors, unless at such Meeting it is determined to reduce the number.

85. 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 General Meeting to reduce the number of Directors.

86. The Company in General Meeting may from time to time increase or reduce the number of Directors and alter their qualifications, and may also determine in what manner or rotation such increased or reduced number is to go out of office.

87. The Company may by Extraordinary Resolution remove any Director before the expiration of his period of office, and if thought fit may by Ordinary Resolution appoint another person in his stead, and 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.

88. No person not being a Director shall, unless recommended by the Directors for election, be eligible as a Director at any general Meeting unless he, or some other member intending to propose him has, at least seven clear days before the Meeting, left at the office of the Company a notice in writing under his hand signifying his candidature for the office, or the intention of such Member to propose him.

#### MANAGING DIRECTOR.

89. The Directors may from time to time appoint one of their body to be Managing Director of the Company, either for a fixed term, or without any limitation as to the period for which he is to hold such office, and may, subject to any contract between him and the Company, from time to time remove or dismiss him from office, and appoint another in his place.

90. A Managing Director shall not, while he continues to hold that office, be subject to retire by rotation as hereinbefore provided, but (subject to the provisions of any contract between him and the Company and to the foregoing provisions) he shall be subject to the same provisions as to resignation and removal as the other Directors of the Company, and if he cease to hold the office of Director from any cause he shall, *ipso facto* and immediately, cease to be a Managing Director.

91. The remuneration of a Managing Director shall from time to time be fixed by the Directors, and may be by way of salary or commission or participation in profits, or by any or all of those modes, and either in addition to his share of the remuneration assigned to the Directors or otherwise.

92. The Directors may from time to time entrust to and confer upon a Managing Director for the time being such of the powers exercisable under these presents by the Directors as they may think fit, and may confer such powers for such time, and to be exercised for such objects and purposes, and upon such terms and conditions, and with such restrictions as they think expedient, and may from time to time revoke, withdraw, alter, or vary all or any of such powers.

#### PROCEEDINGS OF DIRECTORS.

93. The Directors may meet together for the despatch of business, adjourn and otherwise regulate their business as they think fit (but so that there shall be a Board Meeting at least twice a year), and may determine the quorum necessary for the transaction of business, and until otherwise determined, three Directors shall be a quorum. A Director may, and the Secretary at the request of any Director shall, at any time summon a Meeting of the Directors.

94. Questions arising at any Meeting of Directors shall be decided by a majority of votes, and in case of equality of votes, the Chairman shall have a second or casting vote.

95. The Directors may elect a Chairman and Deputy Chairman of their Meetings, and may determine the period for which such officers shall respectively hold office. In the absence of the Chairman (if any) the Deputy Chairman (if any) shall preside. If such officers have not been appointed, or if neither be present at the time appointed for a Meeting, the Directors present shall choose some one of their number to be Chairman of such Meeting.

96. A Meeting of Directors at which a quorum is present shall be competent to exercise all or any of the authorities, powers, and discretions by or under these presents vested in or exercisable by the Directors generally.

97. 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.

98. 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 Directors, so far as the same are applicable thereto, and are not superseded by the express terms of the appointment of the Committee, or by any such regulations as aforesaid.

99. 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 was qualified to be a Director.

100. A resolution in writing signed by all the Directors shall be as valid and effectual as if it had been passed at the Meeting of the Directors duly called and constituted.

101. If any of the Directors shall be called upon to perform extra services, or to make any special exertions in going or residing abroad for any of the purposes of the Company or the business thereof, the Company shall remunerate the Director or Directors so doing, either by a fixed sum or by a percentage of profits, or otherwise as may be determined, and such remuneration may be either in addition to or in substitution for his or their share in the remuneration hereinbefore provided for the Directors.

102. A Director may hold any other office under the Company in conjunction with his office of Director.

#### POWERS OF DIRECTORS.

103. The management of the business and the control 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 expressly directed or required to be exercised or done by the Company in General Meeting, but subject nevertheless to such regulations not being inconsistent with these presents as may from time to time be made by Extraordinary Resolution; but no regulation shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made.

104. Without prejudice to the general powers conferred by the last preceding clause, and to the other powers and authorities conferred as aforesaid, it is hereby expressly declared that the Directors shall be entrusted with the following powers, namely:—

- (1) To pay the costs, charges and expenses, preliminary and incidental to the formation and establishment of the Company.
- (2) To purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorized to acquire at such price and generally on such terms and conditions as they may think fit.
- (3) To sell any property belonging to them, and either absolutely or reserving fee farm rents thereout, or let any portions thereof on lease or otherwise on such terms and conditions as they may think fit.
- (4) At their discretion to pay for any property or rights acquired by or services rendered to the Company either wholly or partially in cash or Shares, Bonds, Debentures, or other Securities of the Company, and any such Shares may be either issued as fully paid up, or with such amount credited as paid up thereon as may be agreed upon, and any such Bonds, Debentures, or other Securities may be either specially charged upon all or any part of the property and rights of the Company (including its uncalled Capital) or not so charged.
- (5) To secure the fulfilment of any contracts or engagements entered into by the Company by mortgage or charge of all or any of the property and rights of the Company, including its uncalled Capital for the time being, or in such other manner as they may think fit.

- (6) To appoint, and at their discretion remove or suspend such Managers, Secretaries, Officers, Clerks, Agents, and Servants for permanent, temporary, or special services as they may from time to time think fit, and to invest them with such powers as they may think expedient, and to determine their duties and to fix their salaries or emoluments, and to require security in such instances and to such amount as they think fit.
- (7) To attach to any Shares to be issued as the consideration or part of the consideration for any contract with or property acquired by the Company such conditions as to transfer thereof as they think fit.
- (8) 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, and to execute and do all such deeds and things as may be requisite to vest the same in such person or persons.
- (9) To execute in the name and on behalf of the Company such mortgages, charges, and other securities on the Company's property (present and future), including its uncalled Capital, as they think fit in favour of any Director or Directors of the Company who may incur, or be about to incur, any personal liability for the benefit of the Company, and any such instrument may contain a power of sale and such other powers, covenants, and provisions as may be agreed on.
- (10) To institute, conduct, defend, compound, or abandon any legal proceedings by and 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.
- (11) To refer any claims or demands by or against the Company to arbitration, and observe and perform the awards.
- (12) To make and give receipts, releases, and other discharges for money payable to the Company, and for the claims and demands of the Company.
- (13) To act on behalf of the Company in any matters relating to bankrupts and insolvents.
- (14) To accept, on such terms as may seem expedient, the surrender of the whole or any part of the Shares or Stock of any Member.
- (15) To give any officer or other person employed by the Company a commission on the profits of any particular business or transaction, or a share in the general profits of the Company, and such interest, commission, or share of profits shall be treated as part of the working expenses of the Company, and to pay commissions and make allowances to any persons introducing business to the Company or otherwise promoting the business thereof.
- (16) From time to time to set aside such of the assets of the Company as they think proper as a reserve fund, to meet contingencies or for equalizing dividends, or for repairing, improving, and maintaining any of the property of the Company, and for such other purposes as the Directors shall in their absolute discretion think conducive to the interests of the Company, and to invest the several sums so set aside upon such investments as they think fit, and from time to time to deal with and vary such investments and dispose of all or any part thereof for the benefit of the Company, and to divide the reserve fund into such special funds as they think fit, with full power to employ the whole or any of the assets constituting the reserve fund in the business of the Company, and that without being bound to keep the same separate from the other assets. But so much only of the reserve fund as represents profits shall be applicable to the payment of dividends.

#### DIVIDENDS.

105. Subject to the rights of Members entitled to Shares issued upon special conditions, the profits of the Company shall be divisible among the Members in proportion to the amount paid up on the Shares held by them respectively, provided, nevertheless, that where money is paid up in advance of Calls upon the footing that the same shall carry interest, such money shall carry interest accordingly, and not (whilst carrying interest) confer a right to participate in profits.

106. The Company in General Meeting may declare a dividend to be paid to the Members according to their rights and interest in the profits, and may fix the time for payment.

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

108. No dividend shall be payable except out of the profits arising from the business of the Company.

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

110. Any General Meeting declaring a dividend may make a Call on the Members whose Shares are not fully paid up of such amount as the meeting fixes, but so that the Call on each Member shall not exceed the dividend payable to him, and so that the Call be made payable at the same time as the dividend, and the dividend may, if so arranged between the Company and the Member, be set off against the Call. The making of a Call under this clause shall be deemed ordinary business of an Ordinary General Meeting which declares a dividend.



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

112. The Directors may retain the dividends payable upon registered Shares or Stock 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 of such Share or Stock, or shall duly transfer the same.

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

114. Notice of declaration of any dividend, whether interim or otherwise, shall be given to the registered Members in manner hereinafter provided.

115. The Company shall not be responsible for the loss of any cheque, dividend warrant, or post office order which shall be sent by post to any Member in respect of dividends.

#### ACCOUNTS.

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

117. 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 authorized by the Directors or by a resolution of the Company in General Meeting.

118. At the Ordinary Meeting in every year the Directors shall lay before the Company a statement of the income and expenditure and a balance sheet containing a summary of the property and liabilities of the Company made up to the date not more than three months before the Meeting from the time when the last preceding statement and balance sheet were made, or, in the case of the first statement and balance sheet, from the incorporation of the Company.

119. Every such statement 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 dividends 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 statement, report and balance sheet shall be signed by two Directors and countersigned by the Secretary.

120. A printed copy of such balance sheet and report shall three days at least before the Meeting be served on the registered holders of Shares and Stock in the manner in which notices are hereinafter directed to be served.

#### AUDIT.

121. Once at least in every year the Accounts of the Company shall be examined and the correctness of the statement and balance sheet ascertained by one or more Auditor or Auditors.

122. The first Auditor or Auditors shall be appointed by the Directors; subsequent Auditors shall be appointed by the Company at the Ordinary Meeting in each year. The remuneration of the Auditor or Auditors shall be fixed by the Company in General Meeting. Any Auditor quitting office shall be eligible for re-election. If one Auditor only is appointed all the provisions herein contained relating to Auditors shall apply to him.

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

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

125. The Auditors shall be supplied with copies of the statement of accounts and 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.

126. 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.

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

#### NOTICES.

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

129. A Member whose registered place of address is not in the United Kingdom may from time to time notify in writing to the Company some place for service in the United Kingdom, and such place shall be regarded as his registered place of address for the purpose of the last preceding clause hereof.

130. As regards Members (if any) who have no registered address or no registered address in England, a notice posted up in the office shall be deemed to be duly served on them at the expiration of twenty-four hours after it is so posted.

131. 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 by advertisement, and any notice required to be or which may be given by advertisement, shall be advertised once in two London daily newspapers.

132. All notices with respect to Shares or Stock standing in the names of joint holders shall 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 or Stock.

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

134. Any person who by operation of law, transfer, or other means whatsoever, shall become entitled to any Share or Stock, shall be bound by every notice in respect of such Share or Stock which, previously to his name and address being entered in the Register, shall be duly given to the person from whom he derives title to such Share or Stock.

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

#### WINDING UP.

136. If the Company shall be wound up and the surplus assets shall be insufficient to repay the whole of the paid-up Capital, such surplus assets shall be distributed so that as nearly as may the losses shall be borne by contributories in proportion to the Capital paid up, or which ought to have been paid up, on the Shares in respect of which they are contributories at the commencement of the winding-up. But this clause is to be without prejudice to the rights of the holders of Shares issued upon special conditions.

137. 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.

138. If at any time the Liquidators of the Company shall make any sale or enter into any agreement 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 Meeting at which the Special Resolution authorizing such sale or arrangement was passed) require the Liquidators to sell the Share, Stock or other benefits to which under the said sale or arrangement he would otherwise have become entitled, and to pay the net proceeds over to him, and such sale and payments shall be made accordingly. Such last mentioned sale may be made in such manner as the Liquidators think fit.

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

#### INDEMNITY.

140. 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 act or deed done by him as such officer or servant, or in any way in the discharge of his duties. And 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 his duties or for any other loss, damage or misfortune thereto, unless the same happen through his own wilful act or default.

## Names, Addresses, and Descriptions of Subscribers.

✓ Charles Henry Fancy

Plumber 6 Midland Road,  
Gloucester

✓ George Jennings, Master of the Boat Gloucester

✓ William Henry Phillips

81 Worcester Street

Painter Gloucester

✓ Alfred John Barnes

24 St Aldate Street

Decorator Gloucester

✓ Henry William Bennett

76 London Road

Compositor Gloucester

✓ James Philip More

9 Berkeley Street

Architect Gloucester

✓ Herbert Linnier Simpson  
60 Wellington Street  
Gloucester

Bricklayers

Dated this 11<sup>th</sup> day of August 1891.

Witness to the above Signatures,

Arthur E. Shortland

Clerk to Messrs Bretherton, Son & Boughton  
Solicitors, Gloucester.

DUPLICATE FOR THE FILE.



No 346030

VI. 33673.

# Certificate of Incorporation

OF THE

Gloucester Football and Athletic Ground  
Company, Limited

I hereby Certify, That the

Gloucester Football and Athletic Ground Company  
Limited,

is this day Incorporated under the Companies' Acts, 1862 to 1890, and that the Company is **Limited**.

Given under my hand at London, this

Twelfth day of August One

Thousand Eight Hundred and Ninety

One

Fees and Stamp £ 5 5/-

Stamp Duty on Capital £ 4/-

Registrar of Joint Stock Companies.

Witness received by W. H. Jones

Hooper & Son

19 Ludgate Hill E.C.

Date 14 Aug 1891



23413

20 AUG 1891

Notice of the Situation of the Registered  
Office of the Gloucester Football and Athletic  
Ground Company Limited.

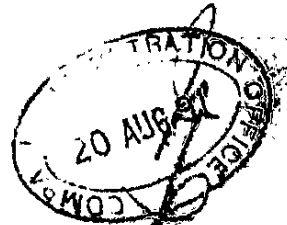
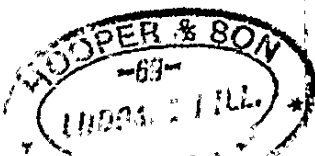
To the Registrars of Joint Stock Companies -

The Directors of The Gloucester Football  
and Athletic Ground Company Limited  
hereby give you notice in accordance with  
"The Companies Act 1862" that the Registered  
Office of the Company is situated at No. 81  
Barton Street in the City of Gloucester.

W Simpson

Secretary

Dated the 19<sup>th</sup> day of August 1891.





THE COMPANIES' ACTS, 1862 TO 1900



## Notice of Change of Situation of the Registered Office

of The Gloucester Football and  
Athletic Ground Company, Limited.

Pursuant to Section 40 of Principal Act.

Presented for Registration by



PUBLISHED AND SOLD BY

ALFRED H. ATKINS, LIMITED,  
Public Companies' Registration Agents, Stationers & Printers,  
23 Bouverie St., Fleet St., London, E.C.



TELEPHONE NO.: "HOLBORN 495." Telegrams: "PAINSTAKING, LONDON."

Notice of Change of the Situation of the Registered Office  
of the Gloucester Football  
and  
Athletic Ground Company, Limited.

TO THE REGISTRAR OF JOINT-STOCK COMPANIES—

THE Gloucester Football and  
Athletic Ground COMPANY, LIMITED,

hereby give you notice, in accordance with "The Companies' Act, 1862," that the

Registered Office of the Company is now situated at 92  
Northgate Street Gloucester

(Signature) Sidney S. Starr  
Secretary

Dated Twenty second day of  
January 1902

\* \* \* This Notice to be signed by a Director, Manager, Secretary, or other authorized Officer of the Company.

2465  
84 Painswick Road, Cheltenham, Glos., GL50 2EU Tel. 0242 45026  
D. P. Jones, F.C.A.

The Secretary,  
The Gloucester Football and Athletic Ground Company Ltd.,  
Kingsholm,  
Gloucester.

9<sup>th</sup> December 1991

Dear Sir,

I hereby resign from the office of auditor of your  
company.

There are no circumstances connected with my  
resignation which I consider should be brought to  
the notice of the members or creditors of your  
company.

Yours faithfully,

*D.P. Jones*

