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THE COMPANIES ACTS, 1908 to 1917.

COMPANY LIMITED BY SHARES.

Memorandum  
AND  
Revised Articles of Association  
OF  
**Z. HINCHLIFFE & SONS**  
LIMITED.

COMPANY REGISTERED 3rd OCTOBER, 1908.  
REVISED ARTICLES REGISTERED 30th AUGUST, 1927.

RAMSDEN, SYKES & RAMSDEN,  
SOLICITORS,

HUDDERSFIELD.

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THE COMPANIES ACTS, 1908 to 1917.

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COMPANY LIMITED BY SHARES.

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# Memorandum

AND

Revised Articles of Association

OF

# Z. HINCHLIFFE & SONS

LIMITED.

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COMPANY REGISTERED 3rd OCTOBER, 1903.

REVISED ARTICLES REGISTERED 30th AUGUST, 1927.

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RAMSDEN, SYKES & RAMSDEN,

SOLICITORS,

HUDDERSFIELD.

THE COMPANIES ACTS, 1862 to 1900.

COMPANY LIMITED BY SHARES.

Memorandum of Association  
OF  
Z. HINCHLIFFE & SONS  
LIMITED.

1. The name of the Company is "Z. HINCHLIFFE & SONS LIMITED."
2. The Registered Office of the Company will be situated in England.
3. The objects for which the Company is established are :—
  - (1) To acquire and take over as a going concern the business of Woollen and Worsted Spinners carried on by the firm of Z. Hinchcliffe & Sons at Hartcliffe Mills, Denby Dale, in the County of York, and elsewhere, together with the goodwill, mills, warehouses, buildings and land, plant, machinery, utensils, stock-in-trade, assets, property, and effects connected with or used in the said business, or any part thereof, and with a view thereto to enter into the agreement referred to in Clause 3 of the Company's Articles of Association, and to carry the same into effect, with or without modifications.
  - (2) To pay for the acquisition of the premises aforesaid or any other property to be at any time acquired by the Company, or any part thereof, in cash or in Ordinary or Preference Shares to be issued as fully or in part paid up, or in debenture stock, mortgage debentures, or other debentures of the Company, or in such other manner as may be determined.
  - (3) To carry on the trades or businesses of woollen and worsted spinners, yarn spinners, top makers, wool combers, worsted manufacturers, woollen cloth manufacturers, wool dealers, yarn merchants, woollen merchants, bleachers, dyers and finishers, in all their branches and processes, and to purchase, prepare, spin, manufacture, and deal in wool, woollen, worsted, tops, yarn, cotton, silk and other fibrous substances, products and materials.
  - (4) To produce, store, manufacture, sell and supply heat, steam, compressed air and other power, coal, oil, gas and electricity.
  - (5) To carry on any other trade or business of a character similar or analogous to the trades or businesses hereinbefore mentioned, or any business which may seem to the Company to be capable of

the company shall have the right to purchase the shares of the company at a price of \$100 per share, or such other price as may be determined by the board of directors, at any time within the period of ten years after the date of the completion of the offering of the shares.

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debentures thereof for the purpose of its acquiring all or any of the property and liabilities of this Company, or for any other purposes which may seem directly or indirectly calculated to profit this Company.

- (13) To borrow or raise money by the issue of or upon debentures or debenture stock (perpetual or terminable, and either to bearer or registered, with or without coupons to bearer, and secured by a trust deed, or by mortgage, or otherwise), bonds, mortgages, charges or any other securities founded or based upon all or any of the property of the Company or of its uncalled capital, or without any such security, and upon such terms as to priority or otherwise as the Company shall think fit, or upon bills of exchange, promissory notes or other obligations or securities, or in such other manner as may be deemed necessary, or to receive money on deposit at interest or otherwise.
- (14) To enter into any arrangement with any government or authority, supreme, municipal, local or otherwise, and to obtain from any such government or authority any rights, concessions or privileges that may seem conducive to the Company's objects or any of them.
- (15) To invest the moneys of the Company upon such securities as may be from time to time determined, other than in the purchase of its own shares; and also to lend money, and particularly to customers and others having dealings with the Company, on such terms as the Company may think fit; also to guarantee the performance of any contract by a customer of, or other person having dealings with, the Company.
- (16) To acquire by original subscription, purchase or otherwise, and to hold, sell or otherwise dispose of shares, whether fully paid up or not, stock, debentures or debenture stock in any other company or in any undertaking.
- (17) To demise, lease or let the whole or any part of the property of the Company on such terms as the Company shall determine.
- (18) To draw and accept, and make, and to endorse, discount and negotiate bills of exchange and promissory notes and other negotiable instruments.
- (19) To take out, purchase or otherwise acquire or deal with any patents, patent rights or inventions, licenses, concessions, trademarks, copyrights or secret processes which may be useful for the Company's objects, and to grant licenses to use the same.
- (20) To procure the Company to be registered or recognised in any foreign country or place, and to procure for the Company incorporation or constitution of a like character, or as a *societe anonyme*, in any country in the Continent of Europe, or in any colony or dependency of any such country, or elsewhere.
- (21) To effect assurances on the lives of any debtors to the Company, or on the lives of any other person or persons in whom the Company may have an insurable interest, and to pay the premiums and

other moneys required to keep up the policies of assurance out of the moneys of the Company.

- (22) To effect assurances against accidents or against liability to pay compensation for injuries happening to or sustained by any of the employees of the Company, and to pay the premiums and other moneys required to keep up such assurances out of the moneys of the Company.
- (23) To establish and support, or to aid in the establishment and support, of associations, institutions or conveniences calculated to benefit employees or ex-employees of the Company or its predecessors in business, or the dependents or connections of such persons, and to grant pensions and allowances and to subscribe or guarantee money for charitable or benevolent objects, or for any exhibition, or for any public, general or useful object.
- (24) To appoint any person, firm or company to accept and hold in trust for the Company, or for any purpose or object of the Company, any real or personal property or any beneficial rights or privileges, either in the United Kingdom or on the Continent of Europe, or in any part of the world.
- (25) To exercise the powers of the Companies Seals Act, 1864, and of the Companies (Colonial Registers) Act, 1883.
- (26) To do all or any of the above things in any part of the world, and either as principals, agents, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, sub-contractors, trustees or otherwise.
- (27) To do all such things as the Company may think incidental or conducive to the attainment of the above objects or any of them.

And it is hereby declared 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, and the intention is that the objects specified in each paragraph of this clause shall, except where otherwise expressed in such paragraph, be in no wise restricted by reference to or inference from the terms of any other paragraph or the name of the Company.

4. The liability of the members is limited.

5. The capital of the Company is £275,000 divided into 275,000 shares of £1 each, of which 30,000 are Preference Shares and 245,000 are Ordinary Shares, with such respective rights as are defined by the Articles of Association registered herewith. The Company shall have power to increase the said capital and to issue any shares of the original or any new capital with any preference or priority with regard to dividend, distribution of assets or otherwise, over or ranking equally with any other shares, whether at the time issued or created or not, and whether Preference, Ordinary or other share, or as Deferred Shares, and with or without a right to the whole or any part of the surplus assets after repayment of paid-up capital, and with a special or without any right of voting, and to alter the Articles of Association for the purpose of giving effect to any preference, priority or right

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*John N. Hinchliffe*

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*Wm. Walker*

or special conditions as to right of voting or for effecting any alteration or abandonment of any rights or privileges at any time attached to any class of shares, as well as in any other way authorised by statute, and upon the sub-division of a share the right to participate in profits may be apportioned in any manner as between the several shares resulting from such sub-division, but the rights or privileges belonging to the holders of the said 30,000 Preference Shares or any other class of shares shall not be affected, altered, modified or dealt with except with such sanction as is required by or mentioned in the said Articles of Association.

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

| NAMES, ADDRESSES, AND DESCRIPTIONS OF SUBSCRIBERS.                                          | No. of Shares taken by each Subscriber |
|---------------------------------------------------------------------------------------------|----------------------------------------|
| JOHN HINCHLIFFE, Strathdearne, Denby Dale, Woollen and Worsted Spinner ... ..               | One                                    |
| JAMES PEACE HINCHLIFFE, Hartcliffe House, Denby Dale, Woollen and Worsted Spinner ... ..    | One                                    |
| THOMAS ALBERT HINCHLIFFE, The Royds, Denby Dale, Woollen and Worsted Spinner ... ..         | One                                    |
| NARAH PEACE HINCHLIFFE, Hartcliffe House, Denby Dale, Wife of James Peace Hinchliffe ... .. | One                                    |
| CLARA EMILY HINCHLIFFE, The Royds, Denby Dale, Wife of Thomas Albert Hinchliffe ... ..      | One                                    |
| ALBERT FRIDAY PEACE, Denby Dale, Cashier ... ..                                             | One                                    |
| THOMAS HIRST, Denby Dale, Scribbling Engineer ... ..                                        | One                                    |

Dated the 30th day of September, 1903.

WITNESS to all the Signatures—

JOSEPH N. BYGOTT,

Managing Clerk to Ramsden, Sykes & Ramsden,

Solicitors, Huddersfield.

No. 73,708.



## Certificate of Incorporation.

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I hereby Certify, That Z. HINCHLIFFE & SONS,  
LIMITED, is this day Incorporated under the Companies'  
Acts, 1862 to 1900, and that the Company is Limited.

Given under my hand, at London, this Third day of  
October, One Thousand Nine Hundred and Three.

**JAMES BARBER,**

Assistant Registrar of Joint Stock Companies.

Fees and Deed Stamps £18 2 6.

Stamp Duty on Capital £125 0 0.

THE COMPANIES ACTS, 1908 to 1917.

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COMPANY LIMITED BY SHARES.

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Revised Articles of Association  
OF  
Z. HINCHLIFFE & SONS  
LIMITED.

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*Adopted by Special Resolution passed on the 6th August, 1927,  
and confirmed on the 27th August, 1927.*

INTERPRETATION.

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

"The Company" means Z. HINCHLIFFE & SONS LIMITED.

"The Act" means the Companies (Consolidation) Act, 1908.

"The Statutes" means the Companies Acts, 1908 to 1917, and every other Act for the time being in force concerning Joint Stock Companies and affecting the Company.

"The Members" means the holders for the time being of shares in the capital of the Company.

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

"The Register" means the register of members of the Company to be kept pursuant to the Act.

"Dividend" includes bonus, except where otherwise stated.

"Month" means calendar month.

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

"In writing" and "written" include printing, typing, lithography, and other modes representing or reproducing words in a visible form.

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

"The Secretary" means the Secretary for the time being of the Company.

"Special Resolution" and "Extraordinary Resolution" have the meanings assigned thereto respectively by the Act.

"Paid up" includes "credited as paid up."

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

Words importing the masculine shall include the feminine gender.

Words importing persons shall include corporations.

## CONSTITUTION.

2. The regulations contained in Table A in the First Schedule to the Act shall not apply to the Company, and these Articles of Association shall be substituted for such regulations.

3. The funds of the Company shall not be employed in the purchase of or lending on shares in the Capital of the Company.

4. The Company is hereby declared to be a Private Company, and accordingly the following provisions shall have effect:—

- (1) The right to transfer the shares shall be restricted as hereinafter mentioned.
- (2) The number of 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 termination of such employment to be members of the Company) shall be limited to 50.
- (3) There shall be no invitation to the public to subscribe for any shares or debentures of the Company.
- (4) The requirements of Section 1 (3) of the Companies Act, 1913, shall be complied with.
- (5) The Company shall not issue share warrants to bearer.

5. The Office shall be at such place in England as the Directors may from time to time appoint.

*John R. Hinchey*

*K. H. Walker,*  
CAPITAL.

6. At an Extraordinary General Meeting of the company held on the 8th January, 1958 it was resolved that the capital of the company be increased to £275,000 divided into 30,000 preference shares and 245,000 ordinary shares of £1 each.

7. The said classes of shares shall have attached thereto respectively the following rights, privileges or conditions:—

- (1) The holders of the said preference shares shall be entitled to receive out of the profits of the company available for distribution a fixed cumulative preferential dividend at the rate of 5 per cent per annum on the capital for the time being paid upon such shares, and shall in the event of the winding up of the company be entitled to receive in full out of the assets of the company the capital paid upon such preference shares, together with any arrear of dividend due thereon at the date of the winding up in priority to the claims of the holders of ordinary shares.

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- (2) Subject as aforesaid the holders of the said preference shares shall not be entitled to any further claim upon the assets of the company.
- (3) Subject as aforesaid, any profits which it may at any time be determined to distribute amongst the members, and in a winding up any surplus assets after repayment of capital under the foregoing provisions, shall belong to the owners of the ordinary shares in proportion to the capital paid up thereon.
- (4) In the event of capital being written off on a reduction of capital, amounts paid or credited on the ordinary shares shall be written off before the amounts paid or credited on the said preference shares.
- (5) The preference shares shall not confer on the holders thereof the right to attend or vote at any general meeting (other than a separate meeting of the holders of the preference shares) or to receive any notice thereof, unless:-
- The dividend on the preference shares or any of them is six months in arrear, and for this purpose dividends on the preference shares shall be deemed to be payable at the close of the financial year, or
  - The meeting is convened for reducing the capital or winding up or reconstructing the company, or for sanctioning the sale of the undertaking or altering the regulations of the company.

8. The Company may from time to time by Extraordinary Resolution increase the share capital by such sum to be divided into shares of such amount as the Resolution may prescribe.

9. Any new shares from time to time to be created may from time to time be issued, with any such guarantec, or any such right of preference, whether in respect of dividend or of repayment of capital, or both, or any other special privilege or advantage over any shares previously issued or then about to be issued, or subject to any such conditions or provisions, and with any such right or without any right of voting, and generally on such terms as shall be directed by the Extraordinary Resolution creating the same, and if no direction be given, as the Directors shall determine, subject nevertheless to the provisions of the next succeeding Article.

10. No new shares shall be issued with any preferential right in respect of dividend or repayment of capital over the said existing Preference Shares, except with the sanction of an Extraordinary Resolution passed at a separate meeting of the holders of such Preference Shares, held in accordance with Article 15 hereof.

11. Except as provided by any contract of purchase, all new shares shall in the first instance, be offered to all the members of the Company who shall for the time being hold Ordinary Shares of the Company, in proportion to their respective holdings of Ordinary Shares, and, subject to such offers as aforesaid, the new shares shall be allotted or otherwise disposed of to such persons as the Company in General Meeting shall determine, and in default of such determination, or, so far as the same shall not extend, the same shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons on such terms and conditions and at such times as the Directors think fit.

12. Except so far as otherwise provided by the conditions of issue, or by these Articles, any capital raised by the creation of new shares shall be considered part of the original capital, and shall be subject to the provisions herein contained with reference to the payment of calls and instalments, transfer and transmission, forfeiture, lien, surrender and otherwise. For the purpose of this Article a renunciation of new shares in favour of a nominee shall be considered a transfer.

13. The Company may from time to time by Special Resolution:-

- (1) Consolidate and divide its share capital into shares of larger amount than its existing shares.
- (2) By sub-division of its existing shares or any of them, divide the whole or any part of its share capital into shares of smaller amount than is fixed by the Memorandum of Association, subject to the provisions of Section 41 (1) (d) of the Act.
- (3) Cancel any shares which, at the date of the passing of the resolution have not been taken or agreed to be taken by any person.
- (4) Reduce its share capital in any manner and with and subject to any incident authorised, and consent required, by law.

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

15. All or any of the rights or privileges attached to any class of shares (unless otherwise provided by the terms of issue of the shares of that class) may be modified with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of an Extraordinary Resolution passed at a separate General Meeting of the holders of shares of that class. All the provisions hereinafter contained as to General Meetings shall, with such modifications as shall be necessary, apply to every such meeting, but so that the quorum thereof shall be persons holding or representing by proxy three-fourths of the issued shares of the class.

#### SHARES.

16. The Company may make arrangements on the issue of shares for a difference between the holders of such shares in the amount of calls to be paid and the time of payment of such calls.

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

18. The Company shall be entitled to treat the registered holder of any share as the absolute owner thereof, and accordingly shall not be bound to recognise any equitable or other claim to, or interest in such share, on the part of any other person save as herein provided. No equitable interest in any share shall be created, except upon the footing and condition that this Article is to have full effect.

#### CERTIFICATES.

19. The certificates of title to shares shall be issued under the Seal and signed by two Directors, and by the Secretary or some other person appointed by the Directors.

20. Every member shall be entitled (without payment) to one certificate for the shares registered in his name. Every certificate of shares shall specify the number of the shares in respect of which it is issued and the amount paid up thereon.

21. If any certificate be worn out or defaced, upon production thereof to the Directors they may order the same to be cancelled, and may issue a new certificate in lieu thereof. If any certificate be lost or destroyed, upon proof thereof to the satisfaction of the Directors, and on such indemnity as the Directors deem adequate being given, a new certificate in lieu thereof shall be given to the party entitled to such lost or destroyed certificate.

22. The sum of one shilling, or such smaller sum as the Directors may determine, shall be paid to the Company for every certificate issued, after the first, in pursuance of the preceding Article.

23. In the case of shares registered in the names of two or more persons, the Company shall not be bound to issue more than one certificate. Such certificate shall be delivered to the person first named on the register, and such delivery shall be sufficient delivery to all.

#### CALLS.

24. The Directors may, from time to time, make such calls as they think fit upon the members in respect of all moneys unpaid on the shares held by them respectively, and not by the conditions of allotment thereof made payable at fixed times, and the following provisions shall have effect in reference thereto:—

(1) Each member shall pay the amount of every call so made on him, to the persons and at the times and places appointed by the Directors.

(2) A call may be made payable by instalments.

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

(4) Fourteen days' notice, at least, of any call having been made shall be given, specifying the time and place of payment and to whom such call shall be paid.

(5) 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.

25. If the sum payable in respect of any call or instalment be not paid on or before the day appointed for payment thereof, the holder for the time being of the share, in respect of which the call shall have been made, or the instalment shall be due, shall be liable to pay interest for the same at the rate of 10 per cent. per annum, from the day appointed for the payment thereof to the time of actual payment. The Directors may remit all, or any, of such interest.

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

### FORFEITURE, SURRENDER, AND LIEN.

27. 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.

28. 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 share in respect of which the call was made or instalment is payable, will be liable to be forfeited.

29. If the requirements of any such notice as aforesaid are not complied with, any shares in respect of which such notice has been given may at any time thereafter before payment of all calls or instalments, interest, and expenses, due in respect thereof, be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares, and not actually paid before the forfeiture.

30. Any share 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. 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. Any member whose shares have been forfeited shall, notwithstanding, be liable to pay and shall forthwith pay to the Company, all calls, instalments, interest and expenses owing upon or in respect of such shares at the time of the forfeiture, together with interest thereon from the time of forfeiture until payment at the rate of 10 per cent. per annum. The Directors may enforce the payment thereof if they think fit, but shall not be under any obligation to do so.

32. The Directors may accept the surrender of any share which under the regulations of the Company they would be justified in forfeiting. Any share so surrendered may be disposed of in the same manner as a forfeited share.

33. The forfeiture or surrender of a share shall involve the extinction of all interest in, and also of all claims and demands against the Company in respect of the share, and all other rights incident to the share except only such of those rights as by these Articles are expressly saved.

34. The Company may, at any time, register in the name of any person registered in the name of the Company upon the proceeds of the sale of the share or jointly with any person, the payment, fulfilment, and the following provisions of the Articles of Association.

- (1) Such person shall be deemed to be the owner of the share in respect of which the same has been so registered.
- (2) Unless otherwise agreed, the person so registered shall be entitled to the dividends and interest payable on the share.
- (3) The person so registered shall be entitled to the share on the termination of the loan.
- (4) For the purpose of the foregoing provisions, the person so registered shall be deemed to be the owner of the share.
- (5) No person shall be entitled to the share unless he has paid the full amount of the purchase money for the same.
- (6) The person so registered shall be deemed to be the owner of the share for the purpose of the foregoing provisions.

35. Upon the exercise of the power conferred by the foregoing provisions, the name to be entered in the register shall not be bound by the provisions of the purchase money, and the validity of the transaction shall not be affected by any person aggrieved by the same, or by the Company exclusively.

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36. Shares not mentioned in the foregoing provisions shall be dealt with as follows.

37. The person who transfers a share shall be deemed to be the owner of the share until the same is registered in the name of the transferee.

38. No person shall be entitled to the share unless he has paid the full amount of the purchase money for the same, and the validity of the transaction shall not be affected by any person aggrieved by the same, or by the Company exclusively.

(1) If the person so registered is a minor, the share shall be held in trust for him.

34. The Company shall have a first and paramount lien upon all the shares registered in the name of each member (whether solely or jointly with others) and upon the proceeds of sale thereof 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 the following provisions shall have effect in reference thereto :—

- (1) Such lien shall extend to all dividends from time to time declared in respect of such shares.
- (2) Unless otherwise agreed the registration of a transfer of shares shall operate as a waiver of the Company's lien (if any) on such shares.
- (3) The Directors may at any time declare any share to be wholly or partially exempt from the provisions of this clause.
- (4) For the purpose of enforcing such lien the Directors may sell the shares subject thereto, in such manner as they think fit.
- (5) No sale shall be made until such period as aforesaid shall have arrived, and until notice in writing of the intention to sell shall have been served on such member, his executors or administrators, and default shall have been made by him or them in the payment, fulfilment or discharge of such debts, liabilities or engagements for seven days after such notice.
- (6) The net proceeds of any such sale shall be applied in or towards satisfaction of such debts, liabilities or engagements, and the residue (if any) paid to such member, his executors, administrators or assigns.

35. Upon any sale after forfeiture, or for enforcing a lien in purported exercise of the powers hereinbefore given, the Directors may cause the purchaser's name to be entered in the register in respect of the shares sold, and the purchaser shall not be bound to see to the regularity of the proceedings, or to the application of the purchase money. After the purchaser's name has been entered in the register, the validity of the sale shall not be impeached by any person, and the remedy of any person aggrieved by the sale shall be in damages only, and against the Company exclusively.

#### TRANSFER AND TRANSMISSION OF SHARES.

36. Shares shall be transferable, and may be transferred subject as hereinafter mentioned by any usual or common form of transfer.

37. The instrument of transfer of any share shall be executed by the transferor and transferee. The transferor shall be deemed to remain the holder of such share until the name of the transferee is entered in the register in respect thereof.

38. No transfer of a share shall be made to any person who is not already a member without the previous approval of the Directors (except as provided by Article 30), and the Directors may withhold such approval.

- (1) If the Company has a lien on the shares.

(2) If they do not approve of the proposed transferee.

(3) If the effect of the transfer will be to increase the number of members (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 termination of such employment, to be members of the Company) beyond the limit of 50 mentioned in Article 4 (2).

39. Any share may be transferred by a member to any son or daughter of such member, or with the consent of the Directors to the trustees of any settlement executed by a member (such trustees not being persons engaged in the same trade as the Company), and any share of a deceased member may be transferred by his executors or administrators to any son or daughter of such deceased member, and Article 38 (2) shall not apply to any such transfer.

40. A share may be transferred to any existing member selected by the transferor, but no transfer of a share shall be made to any person who is not a member (other than a transfer under Article 39) except upon the following conditions:—

- (1) The share shall first be offered to the Directors at the fair value, to be ascertained in accordance with Article 41.
- (2) Should the Directors within thirty days of the share being offered to them accept the share the share shall be transferred accordingly.
- (3) If the Directors decline, or do not accept or decline the offer within thirty days, the shareholder shall be at liberty to deal with the share as he may think fit, subject only to Article 35.

41. The fair value of the shares of the Company for the purpose of these Articles shall be ascertained as follows:—

- (1) At or immediately after the Ordinary General Meeting in each year the Company's Auditors shall fix in writing the value of the shares of each class.
- (2) In the event of any omission to fix such value at or after any Ordinary General Meeting, the Auditors shall fix such value when requested by the Directors to do so.
- (3) There shall be added to such value interest as hereinafter mentioned on the amounts paid up on such shares calculated from the date up to which the balance sheet of the Company laid before such Ordinary General Meeting has been made to the date of payment of the purchase price of the shares.
- (4) There shall be deducted from such value and interest any dividends declared subsequent to such Ordinary General Meeting.
- (5) The interest to be added to the said sum so fixed in the case of the Preference Shares shall be at the rate of 5 per cent. per annum and in the case of the Ordinary Shares the interest shall be at a rate equal to the average of the dividends which could have been declared on such shares out of the profits earned during the three financial years immediately preceding the purchase of the shares, if such profits had been fully distributed and no part thereof had been appropriated to the reserve fund.

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- (6) The said value so fixed, with the addition of interest and the deduction of dividends as hereinbefore mentioned, shall be final and binding and shall be the fair value until the same shall be again fixed in manner aforesaid, unless there shall in the meantime have been a change in the issued capital of the Company, in which event the fair value shall be again fixed by the Company's Auditors on the request of the Directors.

42. No transfer shall be made to an infant, bankrupt or person of unsound mind.

43. Every instrument of transfer shall be left at the office for registration, accompanied by a certificate of the shares to be transferred, and such other evidence as the Company may require to prove the title of the transferor or his right to transfer the shares.

44. All instruments of transfer which shall be registered shall be retained by the Company. Any instrument of transfer which the Directors may decline to register shall be returned to the person depositing the same. A fee not exceeding 2s. 6d. may be charged for each transfer, and shall, if required by the Directors, be paid before the registration thereof.

45. The transfer books may be closed during such time as the Directors think fit, not exceeding in the whole thirty days in each year.

46. The executors or administrators of a deceased member (not being one of several joint holders) shall be the only persons recognised by the Company as having any title to the shares registered in the name of such member. In case of the death of any one or more of the joint holders of any shares, the survivors shall be the only persons recognised by the Company as having any title to or interest in such shares.

47. Subject to Article 39, the Directors may at any time and from time to time call on the executors or administrators of a deceased member or any person becoming entitled to or holding shares in consequence of the death, lunacy or bankruptcy of any member to transfer the shares of such deceased, lunatic or bankrupt member to the Directors, or their nominee or nominees, at the fair value, to be ascertained in accordance with Article 41, and upon payment or tender of such fair value the shares shall be transferred accordingly by the person for the time being entitled to or holding such shares.

48. Any person becoming entitled to shares in consequence of the death, lunacy or bankruptcy of any member, upon producing such evidence that he sustains the character in respect of which he proposes to act under this Article, or of his title, as the Directors think sufficient, may, with the consent of the Directors (which they shall not be under any obligation to give), be registered as a member in respect of such shares, or transfer such shares, subject to the regulations as to transfers hereinbefore contained.

#### COMPULSORY RETIREMENT.

49. The Directors shall have power to require any member to transfer his shares to the Directors or their nominee or nominees at the fair value to be ascertained in accordance with Article 41, in any of the following events :—

- (1) If such member, being in the employment of the Company, cease to be employed by the Company.

- (3) If such member act, in the opinion of the Directors, contrary to or against the purport and intent of Article 150.
- (4) If such member become a bankrupt or insolvent, or execute a deed of assignment or arrangement for the benefit of or compound with his creditors.
- (5) If the Company shall have been served by the holders of nine-tenths of the issued ordinary share capital of the Company with a requisition to enforce the transfer of the shares of such member, and notice in writing of such requisition shall have been given to such member by the Directors, and such member shall not within ten days thereafter have offered his shares to the Directors at the fair value, to be ascertained in accordance with Article 41.

50. For the purpose of enforcing the powers conferred by the last preceding Article, the Directors shall give notice in writing to the member concerned or affected thereby requiring him to transfer his shares to the Directors or their nominee or nominees at the fair value to be ascertained in accordance with Article 41, and such notice shall be accompanied by an extract from the last preceding Article having reference to the particular case of the member concerned or affected thereby. At the expiration of 14 days from such notice and upon payment or tender of such fair value, such member shall transfer his shares in accordance with such notice.

51. If in any case under Articles 40, 47, 49 or 50 the member concerned or affected thereby, after having become bound or liable to transfer any shares, make default in transferring such shares, 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 shares, and shall hold the purchase money in trust for the member entitled thereto. The receipt of the Company for the purchase money shall be a good discharge to the purchasing member, and if 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.

52. Any Preference or Ordinary Shares which may under these Articles be offered to the Directors, or shall have been deemed to have been offered to them, and which they shall determine to accept, and any shares which the Directors shall compulsorily require to be transferred, shall be offered and disposed of in the same manner as it is by Article 11 provided that new shares shall be offered and disposed of.

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

54. The Directors may issue debentures for all or part of the property of the Company, and may apply its uncalled capital for that purpose, on such terms and conditions, and subject to such provisions, as they may think fit:—

- (1) Every such charge
- (2) Debenture assignee person
- (3) Any debenture be issued by the company in respect of shares, appoint
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54. The Directors may raise or secure the repayment of such moneys by the issue of debentures or debenture stock of the Company charged upon all or any part of the property of the Company both present and future, including its uncalled capital for the time being or in such other manner and generally upon such terms and conditions in all respects as they think fit, subject to the following provisions :—

- (1) Every such debenture, debenture stock certificate, mortgage or other charge shall be under the Seal.
- (2) Debentures, debenture stock, and other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued.
- (3) Any debentures, debenture stock, bonds, or other securities may be issued at a discount, premium, or otherwise, and with any special privileges as to redemption, surrender, drawings, allotment of shares, attending and voting at General Meetings of the Company, appointment of Directors and otherwise.
- (4) The Directors shall cause a proper register to be kept in accordance with the Act.
- (5) The said register shall be open to inspection as provided by the Act.
- (6) The fee payable by persons other than creditors or members of the Company shall be one shilling for each inspection.
- (7) The register of mortgages and debentures may be closed for a period of thirty days in each year preceding the dates fixed for the payment of interest.
- (8) The Directors shall duly comply with the requirements of the Act in regard to the registration of mortgages and charges therein specified and otherwise.

55. If any uncalled capital of the Company is included in or charged by any mortgage or other security, the Directors may, by instrument under the seal, authorize the person in whose favour such mortgage or security is executed, or any other person in trust for him, to make calls on the members in respect of such uncalled capital, and the provisions hereinbefore contained in regard to calls shall, with such modifications as shall be necessary, apply to calls made under such authority, and such authority may be made exercisable, either conditionally or unconditionally, and either presently or contingently, and either to the exclusion of the Directors' powers or otherwise, and shall be assignable if expressed so to be.

#### GENERAL MEETINGS.

56. A General Meeting shall be held once in every calendar year, at such time and place as may be determined by the Directors, being not more than fifteen months after the holding of the last preceding General Meeting.

57. The General Meetings referred to in the last preceding Article shall be called Ordinary General Meetings; all other meetings of the Company shall be called Extraordinary General Meetings.

58. The Directors may, when they think fit, and shall, on the requisition of the holders of not less than one-tenth of the issued capital of the Company upon which all calls or other sums then due have been paid, forthwith proceed to convene an Extraordinary General Meeting of the Company. In the case of such requisition the following provisions shall have effect:—

(1) The requisition must state the objects of the meeting and must be signed by the requisitionists and deposited at the Office, and may consist of several documents in like form, each signed by one or more requisitionists.

(2) If the Directors of the Company do not proceed to cause a meeting to be held within twenty-one days from the date of the requisition being so deposited, the requisitionists, or a majority of them in value, may themselves convene the meeting, but any meeting so convened shall not be held after three months from the date of such deposit.

(3) If at any such meeting a resolution requiring confirmation at another meeting is passed, the Directors shall forthwith convene a further Extraordinary General Meeting for the purpose of considering the resolution and, if thought fit, of confirming it as a Special Resolution. If the Directors do not convene the meeting within seven days from the date of the passing of the first resolution, the requisitionists, or a majority of them in value, may themselves convene the meeting.

(4) Any meeting convened under this Article by the requisitionists shall be convened in the same manner as nearly as possible as that in which meetings are to be convened by Directors and shall be convened for the purpose specified in the requisition and for no other purpose.

59. Seven days' notice, specifying the place, day, and hour of meeting, and, in case of special business, the general nature of such business, shall be given by notice sent by post or otherwise served as hereinafter provided. With the consent of all the members for the time being entitled to notice thereof a General Meeting may be convened on a shorter notice than seven days, and in any manner they may think fit.

60. The accidental omission to give any such notice to any of the members shall not invalidate any resolution passed at any such meeting.

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

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# PROCEEDINGS AT GENERAL MEETINGS.

62. The business of an Ordinary General Meeting shall be as follows :—

- (1) To receive and consider the balance sheet and the reports of the Directors and of the Auditors.
- (2) To elect Directors and Auditors and, where necessary, to fix their remuneration.
- (3) To declare Dividends.
- (4) To transact any other business which under these Articles ought to be transacted at an ordinary meeting, and also any business which is brought under consideration by the report of the Directors.

All other business transacted at an Ordinary General Meeting, and all business transacted at an Extraordinary General Meeting shall be deemed special.

63. Two 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 members personally present not being less than two in number, and holding or representing by proxy not less than one-tenth part 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.

64. The Chairman of the Directors shall be entitled to take the chair at every General Meeting. If there be no Chairman, or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding such meeting, the members present shall choose another Director as Chairman. If no Director be present, or, if all the Directors present decline to take the chair, then the members present shall choose one of their number to be Chairman.

65. 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. In any other case it shall stand adjourned to such day, time and place as the meeting shall by resolution determine. 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 is called.

66. 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. No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

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

68. At any General Meeting, unless a poll is demanded by not less than two persons entitled to vote at such meeting or by the Chairman, or by a member or members holding or representing by proxy or entitled to vote in respect of at least one-tenth part of the capital represented at the meeting, a declaration by the Chairman that a resolution has been carried, or carried by a particular majority or lost, or not carried by a particular majority, and an entry to that effect in the book of proceedings of the Company, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

69. If a poll is demanded as aforesaid, the following provisions shall have effect :-

- (1) The poll shall be taken in such manner and at such time and place as the Chairman of the meeting directs, and either at once or after an interval or adjournment or otherwise.
- (2) The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- (3) The demand of a poll may be withdrawn.
- (4) Any poll duly demanded on the election of a Chairman of a meeting, or on any question of adjournment, shall be taken at the meeting, and without adjournment.
- (5) The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

#### VOTES OF MEMBERS

70. On a show of hands, each member personally present and entitled to vote shall have one vote, and in case of a poll each member present in person or by proxy and entitled to vote shall have one vote for each ordinary share held by him, provided that no member shall be entitled to vote unless and until all calls due from him have been paid. Provided also, that preference shareholders shall be entitled to vote in respect of any preference shares held by them only in such cases and upon such terms and conditions as are expressly provided for by the Articles of Association of the company for the time being. In such cases as the preference shareholders are entitled to vote, each member present in person or by proxy shall, in case of a poll, have one vote for every five preference shares held by him.

71. In the case of an equality of votes, the Chairman shall, both on a 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.

72. Any person entitled under Article 48 to transfer any shares may vote at any General Meeting in respect thereof in the same manner as if he were the registered holder of such shares, provided that forty-eight hours at least before the time of holding the meeting at which he proposes to vote he shall satisfy the Directors of his right to transfer such shares, unless the Directors shall have previously admitted his right to vote in respect thereof.

73. Votes may be given either personally or by proxy. The following provisions shall have effect in regard to proxies :-

- (1) The instrument appointing a proxy shall be in writing under the hand of the appointor, or his duly authorised attorney, or if such appointor is a Corporation, under its common seal, or in the event of a Corporation having no common seal, the proxy shall be under the hand of the chairman or secretary of such Corporation.
- (2) The instrument appointing a proxy, whether for a specified meeting or otherwise, shall, as near as circumstances will admit, be in the form given in Table A in the First Schedule to the Act, but may appoint several persons in the alternative.

74. When persons may vote share, as if he were be present at an so present whose alone be entitled of a deceased member this Article, be c

75. Any Directors, authori at any meeting of the same function an individual sha

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- (3) No person shall be appointed a proxy unless he is a member of the Company and qualified to vote, or is the authorised representative of a Company being a member and qualified to vote.
- (4) The instrument appointing a proxy shall be deposited at the Office, or other place appointed by the Directors, not less than forty-eight hours before the time for holding the meeting at which the person named in such instrument proposes to vote.
- (5) No instrument appointing a proxy shall be valid after the expiration of six months from the date of its execution.
- (6) In the event of the Company appointing any place for the deposit of proxies other than the Office, any notice convening a meeting shall bear a note stating where proxies are to be deposited.
- (7) A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death of the principal, or revocation of the proxy, or transfer of the share in respect of which the vote is given, provided no intimation in writing of the death, revocation, or transfer shall have been received at the Office before the meeting.

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

75. Any company being a member of the Company may, by minute of its Directors, authorise any of its officials or any other person to act as its representative at any meeting of the Company, and such representative shall be entitled to exercise the same functions on behalf of the company which he represents as if he had been an individual shareholder, and to act as proxy for any other member.

76. 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 which shall be due and payable to the Company in respect of any of the shares of such member remains unpaid.

77. Any resolution passed by the Directors, notice whereof shall be given to the members in the manner in which notices are hereinafter directed to be given and which shall within one month after it shall have been so passed, be ratified and confirmed in writing by members holding in the aggregate three-fifths of the issued share capital of the Company, shall be as valid and effectual as a resolution of a General Meeting. This Article shall not apply to a resolution for winding up the Company or to a resolution passed in respect of any matter which by the Statutes or these Articles ought to be dealt with by Special or Extraordinary Resolution.

John Hinchliffe

H. W. Wainman

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~~H. W. Wainman~~ DIRECTORS.

78. The number of Directors shall be not less than 1 or more than eight until otherwise determined by the Company in General Meeting.

79. The following are the present Directors, namely :—

Mr. JOHN HINCHLIFFE, of Strathdearne, Denby Dale.

Sir JAMES PEACE HINCHLIFFE, of Inkerman Hall, Denby Dale.

Mr. HAROLD HINCHLIFFE, of Strathdearne, Denby Dale.

Mr. ARTHUR HINCHLIFFE WILBY, of Denby House, Denby Dale.

Mr. HERBERT DEWHIRST, of Westcliffe, Denby Dale.

80. The Directors for the time being, or a majority of them, shall have power from time to time and at any time to appoint any other persons to be Directors, provided always that the number of Directors shall at no time exceed the maximum number fixed as above.

81. The qualification of a Director may from time to time be fixed and altered by a resolution of a General Meeting, but until otherwise fixed, shall be the holding of Ordinary Shares of the nominal value of £500. A Director may act before acquiring his qualification, but he shall acquire his qualification within two months from the day of his appointment.

82. The Directors, other than the Managing Directors, shall be paid out of the funds of the Company, and as remuneration for their services such annual sum as the Company in General Meeting may from time to time determine, which sum shall be divided between them in such proportions and manner as they shall agree amongst themselves, or in default of agreement as the Directors shall determine and whenever an annual sum is determined on under this Article, such determination shall remain in force until a fresh determination by a General Meeting. In addition to the remuneration to which any Director is entitled, he shall be paid all travelling and other expenses incurred by him in connection with the business of the Company, including attendances at meetings of the Directors.

83. A Director (unless bound by contract with the Company) may retire from his office upon giving six months' notice in writing to the Company of his intention so to do, and such resignation shall take effect upon the expiration of such notice or its earlier acceptance. A resignation may be withdrawn at any time prior to its acceptance.

84. The continuing Director or Directors may act notwithstanding any vacancy in their body.

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

- (1) If he be found lunatic or become of unsound mind.
- (2) If he be convicted of an indictable offence.
- (3) If he become bankrupt or compound with his creditors.
- (4) If he absent himself from the meetings of the Directors during a period of six calendar months without special leave of absence from the Directors.
- (5) If he resign his office under Article 83.
- (6) If he be requested in writing to resign by members holding not less than three-fourths of the issued Ordinary Shares of the Company.

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86. A Director may hold any office or place in any company in which he is or to contract with the Company following provisions

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87. The Directors may from time to time determine

88. The Directors may from time to time determine

89. A Director may be eligible for election to the office of Director

90. The Directors may from time to time determine in manner aforesaid by electing a Director in his stead

(7) If he be removed under Article 93.

(8) If he do not within two months from the date of his appointment obtain his qualification, or if after the expiration of such period he cease at any time to hold his qualification. A person vacating office under this sub-clause shall be incapable of being re-appointed a Director until he has obtained his qualification.

86. A Director shall be at liberty notwithstanding his Directorship to hold any office or place of profit under the Company (other than that of Auditor) or under any company in which this Company shall be a shareholder or otherwise interested or to contract with the Company either as vendor, purchaser or otherwise, and the following provisions shall have effect :—

- (1) Any such contract or any contract or arrangement entered into by or on behalf of the Company in which any Director shall be in any way interested shall not be avoided, and any Director shall not be liable to account to the Company for any profit arising from any such office or place of profit or realised by any such contract or arrangement, by reason only of such Director holding that office, or of the fiduciary relation thereby established.
- (2) The nature of his interest must be disclosed by him at the meeting of the Directors at which the contract or arrangement is determined on, if his interest then exists, or in any other case at the first meeting of the Directors after the acquisition of his interest.
- (3) A Director may vote as such in respect of any contract or arrangement in which he is so interested as aforesaid.
- (4) A general notice that a Director is a member of any specified firm or company and is to be regarded as interested in any subsequent transaction with that firm or company shall be a sufficient disclosure under this Article as regards such Director and the said transactions, and after such general notice it shall not be necessary for such Director to give a special notice relating to any particular transaction with that firm or company.

#### ROTATION OF DIRECTORS.

87. The Directors for the time being shall continue to hold office until otherwise determined by a resolution of a General Meeting.

88. The Company in General Meeting may determine the rotation in which the Directors for the time being shall retire from office.

89. A retiring Director shall retain office until the dissolution or adjournment of the meeting at which his successor is elected. A retiring Director shall be eligible for re-election.

90. The Company at any General Meeting at which any Directors retire in manner aforesaid may, subject to Article 95, fill up the vacated offices by electing a like number of persons to be Directors, and without notice in that behalf may fill up any other vacancies.

91. 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, if willing, continue in office until the Ordinary General Meeting in the next year, and so on from year to year, until their places are filled up, unless it shall be determined at such meeting to reduce the number of Directors.

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

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

94. Any casual vacancy occurring among the Directors may be filled up by the Directors, but any person so chosen shall retain his office only until the next following Ordinary General Meeting of the Company, and shall then be eligible for re-election.

95. No person not being a retiring Director shall, unless recommended by the Directors for election, be eligible for election to the office of Director at any General Meeting unless he or some other member intending to propose him has, at least fourteen clear days before the meeting, left at the office of the Company a notice in writing under his hand signifying his candidature for the office or the intention of such member to propose him. Notice of each such candidature shall be given in the notice convening the meeting.

96. The Company shall keep at the office a register containing the names and addresses and occupations of its Directors and shall send to the Registrar of Joint Stock Companies a copy of such register, and shall from time to time notify to the Registrar any change that takes place in such Directors.

#### MANAGING DIRECTORS.

97. The Directors may from time to time appoint one or more of their body to be Managing Director or Managing Directors of the Company, and the following provisions shall have effect in reference thereto:—

(1) The appointment may be either for a fixed term or without any limitation as to the period for which such Managing Director or Managing Directors is or are to hold such office.

(2) The Directors may from time to time remove or dismiss such Managing Director or Managing Directors from office and appoint another or others in his or their place or places.

(3) A Managing Director shall not, while he continues to hold that office, be subject to retirement by rotation, and he shall not be taken into account in determining the rotation or retirement of Directors. He shall (subject to the provisions of any contract between him and the Company) be subject to the same provisions as to resignation and removal as the ordinary Directors of the Company, and if he cease to hold the office of Director from any cause, he shall immediately cease to be a Managing Director.

(4) The term of office of a Managing Director shall be fixed by the Directors, and may be varied or extended by the Directors.

(5) The Directors may, under the authority of the Managing Director, may cause to be prepared and may cause to be printed and may cause to be distributed, with or without charge, such reports, notices, and other documents as may be required in connection with the business of the Company, and may cause to be printed and may cause to be distributed, with or without charge, such reports, notices, and other documents as may be required in connection with the business of the Company.

98. The Directors may, under the authority of the Managing Director, may cause to be prepared and may cause to be printed and may cause to be distributed, with or without charge, such reports, notices, and other documents as may be required in connection with the business of the Company, and may cause to be printed and may cause to be distributed, with or without charge, such reports, notices, and other documents as may be required in connection with the business of the Company.

99. It shall be the duty of the Managing Director to see that the Company is duly and lawfully managed, and to see that the Company is duly and lawfully managed, and to see that the Company is duly and lawfully managed.

100. Any Director who is appointed to the office of Managing Director shall be subject to the following provisions:

(1) The appointment may be either for a fixed term or without any limitation as to the period for which such Managing Director or Managing Directors is or are to hold such office.

(2) The Directors may, under the authority of the Managing Director, may cause to be prepared and may cause to be printed and may cause to be distributed, with or without charge, such reports, notices, and other documents as may be required in connection with the business of the Company, and may cause to be printed and may cause to be distributed, with or without charge, such reports, notices, and other documents as may be required in connection with the business of the Company.

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(4) Such appointment shall be subject to the provisions of any contract between him and the Company, and if he cease to hold the office of Director from any cause, he shall immediately cease to be a Managing Director.

(5) Such appointment shall be subject to the provisions of any contract between him and the Company, and if he cease to hold the office of Director from any cause, he shall immediately cease to be a Managing Director.

101. A Director who is appointed to the office of Managing Director shall be subject to the following provisions:

102. Question of the casting vote. In case of an equality of votes, the Managing Director shall have a casting vote.

103. The Chairman of the Board shall be elected by the Directors for what period he is to hold office, and if he cease to hold the office of Director from any cause, he shall immediately cease to be a Managing Director.

- (4) 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 these modes.
- (5) 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 Articles 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. They may confer such powers either collaterally with, or to the exclusion of, and in substitution for, all or any of the powers of the Directors in that behalf, and may from time to time revoke, withdraw, alter or vary all or any of such powers.

#### PROCEEDINGS OF DIRECTORS.

98. The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit, and may determine the quorum necessary for the transaction of business. Until otherwise determined two Directors shall be a quorum.

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

100. Any Director shall be at liberty to appoint an alternate, and the following provisions shall have effect in reference thereto:—

- (1) The appointment shall be in writing, and may be either general or for a specific purpose.
- (2) The alternate shall be either a Director or a member of the Company, or an authorised representative of a Company being a member, and acceptable to a majority of the Directors, but shall not require any qualification.
- (3) The alternate shall be at liberty to attend the meetings of the Directors, and to take part in the proceedings and vote, and otherwise act in the same manner as such Director could act if he were personally present.
- (4) Such appointment (if general) shall remain in force until revoked by notice in writing under the hand of such Director, and sent by registered post or left at the Office.
- (5) Such alternate shall, if the appointee of more than one Director, be entitled to one vote for each Director represented by him.

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

102. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes, the Chairman shall have a second or casting vote.

103. The Chairman shall be elected by the Directors, who may determine for what period he is to hold office. If at any meeting the Chairman is not present at the time appointed for holding the same, the Directors present shall choose some one of their number to be Chairman of such meeting.

104. A meeting of the Directors for the time being at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions by or under the regulations of the Company for the time being, vested in or exercisable by the Directors generally.

105. The Directors may delegate any of their powers, other than their powers to borrow money or make calls, to committees consisting of any two or more members of their body. 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. The meetings and proceedings of any such committee shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Directors, so far as the same are applicable thereto and are not superseded by any regulations made by the Directors under the last preceding Article.

106. 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.

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

108. A Director who shall not have served during the whole period for which the remuneration is payable shall be entitled to an amount proportionate to the time served by him.

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

#### POWERS OF DIRECTORS.

110. 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 Articles 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, subject to any regulations from time to time made by the Company in General Meeting. No regulation shall invalidate any prior act of the Directors, which would have been valid if such regulation had not been made.

111. Without prejudice to the general powers conferred by the last preceding Article and of the other powers conferred by these Articles, the Directors shall have the following powers:—

- (1) To pay out of the funds of the Company all expenses which the Company may lawfully pay, having regard to the provisions of the Act, of or incident to raising money for the Company, and to apply to Parliament at the cost of the Company for any extension of the Company's powers.

- (2) To purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorised to acquire, at such price and generally on such terms and conditions as they think fit, and to sell the whole or any portion of the property of the Company, and either for cash, or for shares or securities of any other company, and generally upon such conditions as they may deem expedient.
- (3) At their discretion to pay for any properties or rights acquired by or services rendered to the Company, either wholly or partially in cash or in shares, bonds, debentures or other securities of the Company. Any shares may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon. Any such bonds, debentures or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital, or not so charged.
- (4) 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 of the Company and its unpaid capital for the time being, or in such other manner as they may think fit.
- (5) 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 determine their duties and fix their salaries and emoluments, and to require security in such instances and to such amount as they think fit.
- (6) To accept from any member, under circumstances which would otherwise justify a forfeiture, a surrender of his shares or any part thereof.
- (7) To appoint any person or persons or company to accept and hold in trust for the Company any property belonging to the Company or in which it is interested, or for any other purposes, and to execute and do all such deeds and things as may be requisite in relation to any such trust.
- (8) To institute, conduct, defend, compound or abandon any legal proceedings by or against the Company or its officers, or otherwise concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debts due, and of any claims or demands by or against the Company.
- (9) To refer any claims and demands by or against the Company to arbitration and observe and perform the awards.
- (10) To make and give receipts, releases and other discharges for money payable to the Company, and for claims and demands of the Company.
- (11) To act on behalf of the Company in all matters relating to bankrupts and insolvents.

- (12) To invest and deal with any of the moneys of the Company not immediately required for the purposes thereof upon such securities (not being shares of the Company) and in such manner as they may think fit and from time to time to vary or realise such investments.
- (13) To execute in the name and on behalf of the Company, in favour of any Director or other person, who may incur, or be about to incur, any personal liability, whether as principal or surety, for the benefit of the Company, such mortgages of the Company's property (present and future) as they think fit. Any such mortgage may contain a power of sale, and such other powers, covenants and provisions as shall be agreed on.
- (14) To give to any manager, officer or other person employed by the Company a commission on the profits of any branch of the Company's business. Such commission or share of profits shall be treated as part of the working expenses of the Company.
- (15) To establish and support or to aid in the establishment and support of associations, institutions, schemes, trusts, superannuation funds or conveniences calculated to benefit employees or ex-employees of the Company or its predecessors in business, or the dependants or connections of such persons, and to grant pensions and allowances and subscribe or guarantee money for any such associations, institutions, schemes, trusts, superannuation funds or conveniences, or for any charitable or benevolent objects, or for any exhibition, or for any public, general or useful object.
- (16) To set aside out of the profits of the Company such sum as they think proper as a reserve fund to meet contingencies, or for special dividends, or for equalising dividends, or for repairing, improving or maintaining any of the property of the Company, or for such other purposes as the Directors shall in their absolute discretion think conducive to the interests of the Company, or without placing the same to reserve, to carry forward any profits which they may not think it prudent to divide, and either to employ the sums so set aside or carried forward in the business of the Company, or to invest the same upon such investments (other than shares of the Company) and in such manner 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.
- (17) Before recommending any dividend, to set aside out of the profits of the Company such sum or sums as they think proper as a Bonus Fund, to be applied by the Directors, and in such amounts and on such conditions as they may think fit, in payments to any manager, departmental manager, agent, workman, employee or servant employed by the Company by way of gratuity or reward in recognition of the services of such person or persons in promoting the interests of the Company.
- (18) From time to time to write off from the amounts standing in the books of the Company as the cost of property or value of assets or book debts, or otherwise such sums as the Directors may consider reasonable or proper either for depreciation or on account of bad or doubtful debts or otherwise howsoever.

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- (19) To treat as capital expenditure, and spread over a series of years or otherwise as the Directors may determine, the cost to the Company of and incident to the acquisition by purchase of any property of a wasting nature, or in connection with any contract, or the establishing of the business, or of any new branch of business, or any extraordinary expenditure and for the purpose of calculating the profits of the Company available for dividends, such costs or expenditure or any part thereof for the time being outstanding or not written off may be reckoned as an asset.
- (20) From time to time to make, vary, and repeal bye-laws for the regulation of the business of the Company, its officers and servants.
- (21) To enter into all such negotiations and contracts, and rescind and vary all such contracts, and execute and do all such acts, deeds, and things in the name and on behalf of the Company, as they may consider expedient for or in relation to any of the matters aforesaid, or otherwise, for the purposes of the Company.
- (22) To determine who shall be entitled to sign on the Company's behalf bills, notes, receipts, acceptances, endorsements, cheques, releases, contracts and documents.

#### MINUTES.

112. The Directors shall cause minutes to be duly entered in books provided for the purpose:—

- (1) Of all appointments of officers ;
- (2) Of the names of the Directors present at each meeting of the Directors ;
- (3) Of all resolutions and proceedings of General Meetings, and of meetings of the Directors.

Any such minutes of any meeting of the Directors or of the Company, if purporting to be signed by the Chairman of such meeting, or by the Chairman of the next succeeding meeting, shall be receivable as evidence of the matters stated in such minutes.

#### SECRETARY.

113. The Directors may at any time remove the Secretary and appoint another in his place, or may appoint a temporary substitute for the Secretary, who shall for the purposes of these Articles be deemed to be the Secretary.

114. The Secretary shall make the requisite annual returns to the Registrar of Joint Stock Companies in accordance with the Act.

#### THE SEAL.

115. The Directors shall provide for the safe custody of the seal, and the seal shall never be used except by the authority of the Directors, or of a Committee of the Directors, previously given.

116. Every instrument to which the seal is affixed shall be signed by two Directors and by the Secretary or some other person appointed by the Directors for the purpose.

117. The Company may exercise the powers conferred by Section 77 of the Act.

## DIVIDENDS.

118. The Company in General Meeting may declare a dividend or bonus to be paid to the members according to their rights and interests in the profits, subject to the following provisions :—

- (1) No larger dividend shall be declared than is recommended by the Directors.
- (2) No dividend shall be payable except out of profits, of whatever nature, arising directly or indirectly from the business or operations of the Company.
- (3) Where capital is paid up in advance of calls upon the footing that the same shall carry interest, such capital shall not, whilst carrying interest, confer a right to participate in profits.
- (4) Dividends may be payable in cash, or in debentures or shares, or other securities.
- (5) No dividend shall bear interest against the Company.
- (6) The declaration of the Directors as to the amount of the net profits of the Company shall be conclusive.
- (7) A transfer of shares shall not pass the right to any dividends declared thereon before the registration of the transfer.
- (8) Undivided profits of the Company, whether standing to the credit of reserve fund or not, may be applied by the Directors in payment of special dividends or bonuses, or in manner specified by Article 126.

119. Where any business is bought by the Company as from a past date upon the terms that the Company shall, as from that date, take the profits of the business and pay interest on the purchase money, any excess of such profits over the interest shall be credited to revenue account. If the profits in question shall be insufficient to pay the interest, the deficiency shall be debited to revenue account. The excess or deficiency, as the case may be, shall, for the purpose of ascertaining the fund available for dividend, be treated as a profit or loss arising from the business or operations of the Company.

120. Where a share (not being a share carrying a fixed dividend calculated upon the amount for the time being paid up thereon) is issued after the commencement of any financial period, it shall, unless otherwise provided by the terms of issue, rank level with the previously issued shares of the same class as regards any dividend subsequently declared in respect of such period. Where any such share is issued upon the terms that it shall rank for dividend as from a particular date falling within such period, the dividend on such share for the period in question shall be an apportioned dividend only.

121. The Directors may from time to time pay to the members on account of the next forthcoming dividend such interim dividends as in their judgment the position of the Company justifies.

122. If several persons are registered as joint holders of any share, any one of them may give effectual receipts for any dividend payable in respect of such share.

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

124. The Directors may retain the dividends payable upon shares in respect of which any person is, under Article 48, entitled to become a member, or which any person under that Article is entitled to transfer, until such person shall become a member in respect of such shares, or shall duly transfer the same.

125. Unless warrant, sent through or in the case of joint respect of the joint warrant so sent shall The Company shall of payment.

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125. Unless otherwise directed any dividend may be paid by cheque or warrant, sent through the post to the registered address of the member entitled, or in the case of joint holders to the one whose name stands first on the register in respect of the joint holding, or as the joint holders may direct. Every cheque or warrant so sent shall be made payable to the order of the person to whom it is sent. The Company shall not be responsible for any loss happening through such mode of payment.

126. The following provisions shall have effect:—

- (a) The company in general meeting may at any time resolve that the whole or any part of the undivided profits of the company (which expression shall include any premiums received upon the issue of shares, debentures or debenture stock of the company and any profits or other sums which have been carried to reserve other than capital redemption reserve or which stand to the credit of Profit and Loss Account) be capitalised and distributed amongst such of the shareholders as would be entitled to receive the same if distributed by way of dividend and in the same proportions on the footing that they become entitled thereto as capital and that all or any part of such capitalised sum be applied on behalf of such shareholders in paying up on their behalf the whole or any part of the nominal amount of any unissued shares or debentures or debenture stock of the company, which shares or debentures or debenture stock when so fully or partly paid up, shall be distributed accordingly or in or towards payment of the uncalled liability on any issued shares or debentures or debenture stock and that such distribution or payment shall be accepted by such shareholders in full satisfaction of their interest in the said capitalised sum.
- (b) If upon any capitalisation of profits by means of the issue of new shares, debentures or debenture stock the said distribution would result in any shareholders becoming entitled to fractions of a share or debenture or to an amount of stock or to a debenture of less value than one pound the directors may provide that in lieu of becoming so entitled the shareholder or shareholders in question shall receive a sum in cash representing such fraction, amount or debenture.
- (c) The directors may appoint any person to contract with the company on behalf of the shareholders entitled to participate in the capitalised sum for the application of such capitalised sum in the payment or part payment of any shares or debentures or debenture stock as aforesaid and any person so appointed may, as agent for and on behalf of the said shareholders respectively, make such contract and such contract when so made shall be binding on every one of such shareholders and shall where necessary be filed with the Registrar of Companies in accordance with Section 42 (or Section 118) of the Companies Act, 1929.
- (d) All profits which shall have been capitalised under the foregoing provisions of this Article shall rank for dividend or interest as from the date on which they shall have been so capitalised.
- (e) In the event of any resolution being passed under this Article it shall be no objection thereto that it may have been passed at the meeting at which the resolution adopting this Article was passed as a Special Resolution.
- (f) The above-mentioned provisions shall operate (in so far as may be necessary) by way of alteration of the existing Articles of Association of the company.

*John R. Thompson*

*K. M. Walker*

*P. W. W. W.*

John W. Macdonald

K. M. Walker

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126A. In addition to the power of declaring dividends conferred by Article 118 the company in general meeting or the directors may at any time or times pass a resolution that any surplus capital moneys or capital profits in the hands of the company whether arising from the realisation of capital assets of the company or received in respect of any capital assets or represented by shares or other property received as consideration or part consideration for the sale or realisation of any capital assets of the company or any investments representing any such surplus moneys as aforesaid shall be divided amongst the members of the company by way of capital distribution in proportion to their rights and interests in the distributable profits of the company and any such resolution shall be effective and shall be carried into effect by the directors accordingly.

#### ACCOUNTS.

127. The Directors shall cause true accounts to be kept:—

- (1) Of the sums of money received and expended by the Company and the matters in respect of which such receipt and expenditure takes place.
- (2) Of the assets, credits, and liabilities of the Company.

128. The books of account shall be kept at the Office, or at such other place or places as the Directors think fit.

129. 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. 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 resolution of the Company in General Meeting.

130. At the Ordinary General Meeting in every year the Directors shall lay before the Company a balance sheet containing a summary of the property and liabilities of the Company, made up to a date not more than four months before the meeting.

131. Every such balance sheet shall be accompanied by a report of the Directors as to the state and condition of the Company, and as to the amount which they recommend to be paid out of the profits by way of dividend or bonus to the members; and the amount (if any) which they propose to carry to the reserve fund, or to carry forward according to the provisions in that behalf hereinbefore contained. The report and balance sheet shall be signed on behalf of the Board by two Directors, or if there is only one Director, by that Director. Such report and balance sheet shall not except in the absolute discretion of the Directors be circulated.

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## AUDIT.

132. Once at least in every year the accounts of the Company shall be examined and the correctness of the balance sheet ascertained by an Auditor or Auditors. If only one Auditor is appointed, all the provisions herein contained relating to the Auditors shall apply to him.

133. The following provisions shall apply to the appointment of Auditors :—

- (1) The Auditors shall be appointed by the Company at each Ordinary General Meeting, and the Auditors so appointed shall hold office until the next Ordinary General Meeting.
- (2) A person other than a retiring Auditor shall not be capable of being appointed Auditor at an Ordinary General Meeting unless notice of an intention to nominate that person to the office of Auditor has been given by a shareholder to the Company not less than fourteen days before the Ordinary General Meeting.
- (3) The Company shall send a copy of any such notice to the retiring Auditor, and shall give notice thereof to the shareholders, in the manner in which notices are herein directed to be served, not less than seven days before the Ordinary General Meeting.
- (4) If after a notice of the intention to nominate an Auditor has been so given, an Ordinary General Meeting is called for a date fourteen days or less after that notice has been given, the notice, though not given within the time required by Clause (3) of this Article, shall be deemed to have been properly given for the purposes thereof. The notice to be sent or given by the Company may, instead of being sent or given within the time required by Clause (3) of this Article, be sent or given at the same time as the notice of the Ordinary General Meeting.
- (5) If an appointment of Auditors is not made at an Ordinary General Meeting, the Board of Trade may, on the application of any member of the Company, appoint an Auditor of the Company for the current year, and fix the remuneration to be paid to him by the Company for his services.
- (6) The Auditors may be members of the Company, but no Director or Officer of the Company shall be capable of being appointed Auditor.
- (7) The Directors may fill any casual vacancy in the office of Auditor, but while any such vacancy continues the surviving or continuing Auditors (if any) may act.

134. The remuneration of the Auditors shall be fixed by the Company in General Meeting, except that the remuneration of any Auditors appointed to fill any vacancy may be fixed by the Directors.

135. Every Auditor shall have a right of access at all times to the books and accounts and vouchers of the Company and shall be entitled to require from the Directors and officers of the Company such information and explanations as may be necessary for the performance of the duties of the Auditors.

136. The Auditors shall make a report to the shareholders on the accounts examined by them, and on every balance sheet laid before the Company in General Meeting during their tenure of office, and the report shall state :—

- (1) Whether or not they have obtained all the information and explanations they have required; and

- (2) Whether, in their opinion, the balance sheet referred to in the report is properly drawn up so as to exhibit a true and correct view of the state of the Company's affairs according to the best of their information and the explanations given to them, and as shown by the books of the Company.

137. The Auditors' report shall be attached to the balance sheet, or there shall be inserted at the foot of the balance sheet a reference to the report, and the report shall be read before the Company in General Meeting, and shall be open to inspection by any shareholder.

138. Every account of the Directors when audited as above provided, 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.

139. A notice may be served by the Company upon any member whose registered place of address is in the United Kingdom, either personally or by sending it through the post in a prepaid letter addressed to such member at his registered place of address, or by advertisement by one insertion in one Yorkshire daily newspaper.

140. Each holder of registered shares whose registered place of address is not in the United Kingdom, shall, from time to time, notify in writing to the Company some place in England, to be called his address for service. Any notice may be served by the Company upon such member by sending it through the post in a prepaid letter, addressed to him at his address for service. Until such notification shall have been given, the Office shall be deemed to be the address for service of such member.

141. All notices shall, with respect to any registered shares to which persons are jointly entitled, be given to whichever of such persons is named first in the register in respect thereof, and notice so given shall be sufficient notice to all the holders of such shares.

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

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

144. Any notice or document given, delivered or sent by post to, or left at the registered address of any member in pursuance of these Articles, shall, notwithstanding such member be then deceased, and whether or not the Company have notice of his decease, be deemed to have been duly served in respect of any registered shares, whether held solely or jointly with other persons by such member, until some other person be registered in his stead as the holder or joint holder thereof. Such service shall for all purposes of these Articles be deemed a sufficient service of such notice or document on his executors or administrators, and all persons, if any, jointly interested with him in any such shares.

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145. The signature to any notice to be given by the Company may be written, typed, stamped or printed.

146. Any notice or other document required to be served upon the Company may be served by leaving the same or sending it in a prepaid letter, addressed to the Company, at the Office. Any document requiring authentication by the Company may be in writing, signed by any Director, Secretary, or other authorized officer of the Company.

147. Where a given number of days' notice, or notice extending over any other period, is required to be given, the day of service shall, but the day upon which such notice will expire shall not, be included in such number of days or other period.

### WINDING UP.

148. In the event of the Company being wound up, the surplus assets of the Company, after paying and discharging its debts and liabilities, shall be applied in the order of priority in accordance with Article 7.

149. If the Company shall be wound up, whether voluntarily or otherwise, the following provisions shall have effect :—

- (1) The Liquidators 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.
- (2) If thought expedient any such division may be otherwise than in accordance with the legal rights of the members 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 division otherwise than in accordance with the legal rights of the contributories shall be determined on, any contributory who would be prejudiced thereby shall have a right to dissent and ancillary rights, as if such determination were a Special Resolution passed pursuant to Section 102 of the Act.
- (3) In case any of the shares to be divided as aforesaid involve a liability to calls or otherwise, any person entitled under such division to any of the said shares may within ten days after the passing of the Extraordinary Resolution, by notice in writing, direct the Liquidator to sell his proportion and pay him the net proceeds, and the Liquidator shall, if practicable, act accordingly.

### GENERAL.

150. No shareholder (other than a Director) or meeting of shareholders shall be entitled to do any of the following things :—

- (1) Require any information concerning any part of the Company's trading.

- (2) Enquire into the method, means, or processes used or adopted by the Company, or the price at which, or the persons or firms from, or to whom, the Company purchases or sells any raw, manufactured, or other material or goods, or the quantity or weight of any material or goods in stock, or any matter connected with the internal workings of the Company, or respecting any patent, trade secret, or mystery of trade, or regarding the conduct of the Company.
- (3) Enquire into or seek any information which the Directors in their discretion may consider it inexpedient to afford.
- (4) Enter into or upon any of the premises of the Company.
- (5) Inspect any of the papers or documents of the Company.
- (6) In anywise interfere with the management or conduct of the business of the Company.

151. No Director or other officer of the Company shall be liable for—

- (1) The acts, receipts, neglects, or defaults of any other Director or officer.
- (2) Joining in any receipt or other act for conformity.
- (3) 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.
- (4) The insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested.
- (5) 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.
- (6) Any loss, damage or misfortune whatever which shall happen in the execution of the duties of his respective office or in relation thereto unless the same happen through his own dishonesty.

152. Every Director, Manager, Secretary, and other officer or servant of the Company shall be indemnified by the Company against, and it shall be the duty of the Directors, out of the funds of the Company, to pay all costs, losses and expenses which any such officer or servant may incur or become liable to by reason of any contract entered into, or any act or thing done by him as such officer or servant, or in any way in the discharge of his duties, including travelling expenses. The amount for which such indemnity is provided shall immediately attach as a lien on the property of the Company and have priority as between the members over all other claims.

153. The Company by law) from time to time, of the regulations of the C to the exclusion of or in ad of the Company. The regu deemed to be regulations o originally contained in the altered or modified by any

#### MEMORANDUM.

*Revised Articles of Association in the Resolution of the meeting held on the 6th for the purpose of identifying the Chairman of the said meeting passed by the said meeting*

*Dated this 6th day*

*The Revised Articles of Association, Office, on the 30th August,*

153. The Company may (within the limits for the time being prescribed by law) from time to time, and at any time by special resolution, alter all or any of the regulations of the Company for the time being, and make new regulations to the exclusion of or in addition to all or any of the regulations for the time being of the Company. The regulations so made and for the time being in force shall be deemed to be regulations of the Company of the same validity as if they had been originally contained in these Articles, and shall be subject in like manner to be altered or modified by any subsequent Special Resolution

*MEMORANDUM. The above printed Articles of Association are the Revised Articles of Association of Z. Hinchliffe & Sons Limited referred to in the Resolution of the members of the Company at the Extraordinary General Meeting held on the 6th day of August, 1927, which Revised Articles are for the purpose of identification now produced to and subscribed by me as Chairman of the said meeting, in accordance with the terms of the Resolution passed by the said meeting.*

*Dated this 6th day of August, 1927.*

*JOHN HINCHLIFFE,*

*Chairman,*

*The Revised Articles of Association were filed at the Companies' Registration Office, on the 30th August, 1927.*

