

## NOTICE OF ILLEGIBLE DOCUMENT ON THE MICROFICHE RECORD

Companies House regrets that the microfiche record for this company, contain some documents, which are illegible.

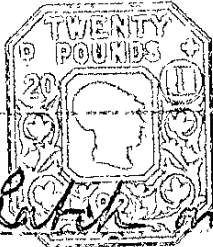
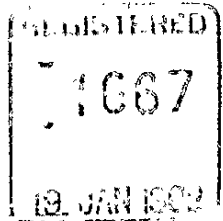
The poor quality has been noted, but unfortunately steps taken to improve them were unsuccessful.

Companies House would like to apologise for any inconvenience this may cause



of Certificate

Form No. 25.



*Letch and Batchelor* COMPANY, LIMITED.

STATEMENT of the Nominal Capital made pursuant to s. 11 of 51 Vict.,  
Customs and Inland Revenue Act, 1888. (NOTE.—The Stamp Duty on the  
Nominal Capital is Two Shillings for every £100 or fraction of £100.)

This statement is to be filed with the Memorandum of Association, or other Document,  
by which the Company is registered.

Filed for registration by

*Milward & Co*

*Sols*

*188. Fleet Street, E.C.*



The NOMINAL CAPITAL of the Latch and Batchelor

Company, Limited,

is £ 20,000, divided into 4000 shares of £ 5

each.

Signature

Milward T.

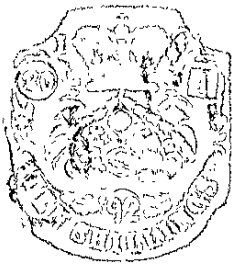
Description

Resolutes for the  
Company:—

Date

19<sup>th</sup> January 1892

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



# Memorandum of Association

OF

## LATCH AND BATCHELOR, LIMITED.



1. The name of the Company is "LATCH AND BATCHELOR, LIMITED."

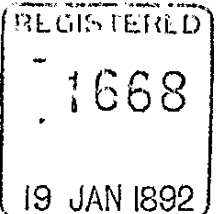
2. The registered office of the Company will be situate in England.

3. The objects for which the Company is established are---

(a) To carry on the business of wire drawers, wire rope manufacturers, and workers of iron and steel metals;

(b) To purchase, take on lease, or in exchange, to acquire any lands, mines, minerals, mineral rights, buildings, easements, rights and privileges, machinery, plant, and other effects whatsoever which the Company may from time to time think proper to be acquired for any of its purposes;

(c) To purchase or hire vessels; to purchase or erect works and buildings; to purchase, construct, or contribute to the construction, maintenance and improvement of roads, waterworks and canals, and also of tramways, railways, and other roads and ways, and quays, piers, and wharves for the purposes of the Company or for access to and from the lands, works, and properties of the Company, or to connect the same with other lines of communication in or at any port, place, river, or other outlet for traffic;



- (d) To make and carry into effect any arrangement for joint working with any other Company, society, partnership, or person carrying on business similar to the objects of this Company, and upon the terms either that (so far as is consistent with this Memorandum) this Company, or the Company, firm, or person with which it shall make the arrangement, or some other Company shall carry on the amalgamated business; and for all or any of the said purposes, if necessary, to establish any new Company, and to take shares or securities in or of any such new or other Company as partial or entire payment or consideration, and to hold or sell such shares or securities, or to distribute or allot them among the shareholders in this Company;
- (e) To purchase or otherwise acquire all or any part of the business property and liabilities of any company, society, partnership, or person formed for all or any part of the purposes with the above objects, and to conduct or liquidate and wind-up such business;
- (f) To sell, dispose of, or transfer the business, property, and undertaking of the Company, or any part thereof, in consideration of payment in cash or in securities, or in shares in another Company, or in any or all of them;
- (g) To borrow or raise money by the issue of debentures, debenture stock (perpetual or terminable), bonds, mortgages, or any other securities founded or based upon all or any of the property, including uncalled capital, and rights of the Company or with any such security and upon such terms as to priority or otherwise as the Company shall think fit;
- (h) To invest the moneys of the Company not immediately required upon such securities as may be from time to time determined, other than the shares of the Company;

(i) To

(j) To

(k) To

(l) To

(m) To

(n) To

(o) To

(p) To

4. To

5. To

- (i) To establish agencies in Great Britain or elsewhere, and to discontinue and regulate the same ;
  - (j) To promote or assist in promoting, and to accept and take, hold, and sell shares, stock and securities in any company, society or undertaking, the objects of which shall either in whole or in part be similar to those of this Company, or such as may be likely to promote or advance the interests of this Company ;
  - (k) To let the whole or any part of the property of the Company on such terms as the Company shall determine ;
  - (l) To draw and accept and make and to indorse, discount, and negotiate bills of exchange and promissory notes ;
  - (m) To purchase or otherwise acquire any patent rights or inventions, copyrights or secret processes which may be useful for the Company's objects, and to grant licenses to use the same ;
  - (n) To procure, or assist in procuring any Parliamentary powers by which the Company will be enabled to extend its objects or to carry any of its objects into effect ;
  - (o) To procure for the Company incorporation or constitution of a like character or as a *société anonyme* in any foreign country or in any colony or dependency of the United Kingdom ;
  - (p) Generally to do all such things as are incidental or conducive to the attainment of the above objects or any of them.
4. The liability of the members is limited.
5. The capital of the Company is £20,000, divided into 4,000 shares of £5 each, with power to divide the shares in the capital for the time being into several classes, and to attach thereto respectively any preferential, deferred, qualified, or special rights, privileges or conditions.

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 to our respective names.

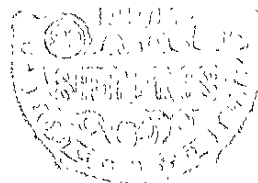
NAMES, ADDRESSES, AND DESCRIPTIONS OF SUBSCRIBERS.	Number of Shares taken by each Subscriber.
Gifford Clarence Batchelor 8 Parsons Court Road Northumb. Yorks Str Engineer	one
Henry Herbert Coldwell-Horfall Piccus Hall, Erdington Mr. Master	one.
Arthur Hatch Culverlands Crescent Engineer	one
Robert Harding Macdonald The Linthorpe House near Brownswood Notary Public	one
<del>Joseph Hadley</del> Grove Avenue Woodley, Birmingham Solicitor	one
Charles Fairfax Curdson Apsedale near Brownswood Land Agent	one

Witness to above signatures

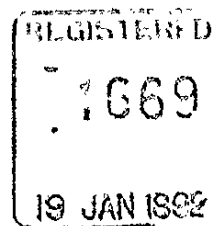
William James Gillies  
 The Old Currier  
 41 Abchurch Lane  
 Birmingham  
 Birmingham

Date 15<sup>th</sup> day of January, 1898

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Articles of Association  
OF  
LATCH AND BATCHELOR,  
LIMITED.



*It is agreed as follows:—*

1. The regulations contained in the table marked A in the first Schedule to the Companies Act, 1862, shall not apply to this Company, but instead thereof the following shall be the regulations of the Company.

2. The Company may by special resolution increase the Capital of the Company by the issue of new shares. Such new shares may be issued with or without any special condition, preference or priority either as to dividend or capital, or both, or with such other special rights or advantages as may be thought fit.

3. Any capital raised by the creation of new shares shall be considered as part of the original capital, and subject to any special rights, advantages, or conditions attached thereto, shall be subject to the same provisions with reference to the payment of calls, forfeiture, surrender or otherwise, as if it had been part of such original capital.

ALLOTMENT OF SHARES.

4. The shares, except where otherwise provided, shall be allotted by and at the discretion of the Directors, on such terms and conditions, and in such manner, and with such preferential, deferred, qualified, or special rights, privileges or conditions, as the Directors may from time to time determine.

5. Subject to any direction to the contrary that may be given by the meeting sanctioning the increase of capital, all new shares of





whatever kind shall be offered to the members in proportion to the existing shares held by them, and such offer shall be made by notice specifying the number of shares to which the member is entitled, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or on the receipt of an intimation from the member to whom such notice is given that he declines to accept the shares offered, the Directors may dispose of the same in such manner as they may think most beneficial to the Company.

6. If, owing to any equality in the number of new shares to be issued, and the number of shares held by members entitled to have the offer of such new shares, any difficulty shall arise in the apportionment of such new shares or any of them amongst the members, such difficulty shall in the absence of direction by the Company be determined by the Directors.

7. Every member shall leave at the office of the Company notice in writing of an address in the United Kingdom, and no member who shall change his name or address shall be entitled to receive any dividend until notice of the change of name or address be given to the Secretary in order to permit of its being registered.

8. If several persons are registered as joint-holders of any share they shall be severally as well as jointly liable for any call or other liability in respect of such share, but the first named upon the register shall as regards voting, proxy, and service of notices be deemed the sole owner thereof. Any of such persons may give effectual receipt for dividend, and upon the death of a registered joint-owner the surviving registered joint-owner or owners shall be deemed by the Company to be absolutely entitled to the share.

9. Except only as is by these articles expressly provided, the Company shall not be bound by or recognise any contingent, future,

partial, or equitable claim to any share or any right thereto in the thereof; and except trustee of a bankrupt or otherwise to become a member.

10. No person shall have been entitled to paid all calls and other in the Company be

11. Every instrument common seal of the by the secretary, signed amount paid-up the shall for the purposes certificate of any share on the register.

12. The certificate special conditions

13. If a certificate renewed by a new shilling, as the Directors renewal certificate

14. The Company the shares registered or jointly with or solely or jointly whether the time have actually arrived

partial, or equitable interest in the nature of a trust or otherwise in any share or any other right in respect of any share except an absolute right thereto in the person from time to time registered as the owner thereof; and except also as regards any executor, administrator, or trustee of a bankrupt, his respective right under these presents or otherwise to become a member in respect of or to transfer any share or stock.

10. No person shall exercise any rights of a member until his name shall have been entered in the register of members, and he shall have paid all calls and other moneys for the time being payable on every share in the Company held by him.

#### CERTIFICATES.

11. Every member shall be entitled to a certificate under the common seal of the Company signed by two Directors and countersigned by the secretary, specifying the share or shares held by him, and the amount paid-up thereon, and any two or more joint-owners of a share shall for the purpose of this clause be treated as a single member, and the certificate of any such share shall be delivered to the person first named on the register.

12. The certificate of any share which may be issued under special conditions shall indicate such conditions.

13. If a certificate be lost or worn out it shall, if requested, be renewed by a new certificate on payment of such sum not exceeding one shilling, as the Directors shall from time to time prescribe. Any renewal certificate shall be marked as such.

#### COMPANY'S LIEN ON SHARES.

14. The Company shall have a first and paramount lien upon all the shares registered in the name of every member (whether solely or jointly with others) for his debts, liabilities, and engagements solely or jointly with any other person to or with the Company, whether the time for payment, fulfilment, or discharge thereof shall have actually arrived or not.

15. For the purpose of enforcing such lien, the Directors may sell the shares subject thereto in such manner as they shall think fit, but no sale shall be made until such time as in the last preceding clause mentioned shall have arrived, and until notice in writing of the intention to sell shall have been served on such member or his representatives, and default shall have been made by him or them in payment, fulfilment, or discharge of such debts, liabilities, or engagements for twenty-one days after such notice.

16. The net proceeds of any such sale shall be applied in or towards satisfaction of such debts, liabilities, or engagements, and the balance (if any) paid to such member or his representatives.

#### TRANSFER OF SHARES.

17. No transfer shall be made to an infant or person of unsound mind, nor, except with the approval of the Directors, to a married woman, nor to any person or persons engaged in a similar trade or business to that carried on by the Company.

18. The Directors may decline to register any transfer of a share (a) upon which the Company has a lien (b) where it is not proved to the satisfaction of the Directors that the proposed transferee is a responsible person, or (c) where the Directors are of opinion that the proposed transferee from any cause is not a desirable person to admit to membership. But provisions (b) and (c) of this clause shall not apply where the proposed transferee is already a member of the Company, nor to a transfer to any person named in Clause 31.

19. The instrument of transfer of any share shall be executed by both the transferor and the transferee, and the transferor shall be deemed to remain a holder of such share until the name of the transferee is entered on the register thereof.

20. Shares in the Company shall be transferred in the usual form.

21. The Company shall be transferred to prove the and the fee from time to the Company member, and by the Com

22. immediately closed at such thereof by the same s month in t

23. the only p shares.

24. member sh at any tim remain un at such ph payable of the rate to per annum been paid the time with such

21. Every instrument of transfer shall be presented to the Company duly stamped, accompanied by the certificate of the share to be transferred, and such evidence (if any) as the Company may require to prove the title of the transferor. Upon such evidence being produced and the fee of such amount not exceeding 2s. 6d., as the Directors may from time to time appoint, being paid to the Company for registration the Company shall with all reasonable speed register the transferee as a member, and when registered the instrument of transfer shall be preserved by the Company.

22. The transfer books will be closed during the fourteen days immediately preceding the Ordinary General Meetings, and may also be closed at such other time or times (subject to seven day's previous notice thereof by advertisement) as the Directors shall deem expedient so that the same shall not be closed for any greater period in the whole than one month in the year.

#### TRANSMISSION OF SHARES.

23. The executors or administrators of a deceased member shall be the only persons recognised by the Company as having any title to his shares.

#### FORFEITURE OF SHARES.

24. Whenever any call or instalment of a call payable by any member shall not have been paid on the appointed day the directors may at any time thereafter during such time as such call or instalment shall remain unpaid send a notice requiring payment by such further day and at such place or places where the calls of the Company are usually made payable of such call or instalment so in arrear with interest thereon at the rate to be determined by the directors, not exceeding ten per cent. per annum from the day on which such call or instalment ought to have been paid, and such notice shall state that in the event of non-payment at the time and place appointed of the arrear and interest thereon, together with such expenses (if any) as may be incurred in and about the

collection or recovery of such call or instalment and interest or any of them, then the share in respect of which such call was made will be forfeited without further notice.

25. If the requisition of any notice given pursuant to the last preceding clause shall not be complied with, any share in respect of which such notice shall have been given may, without further notice, at any time thereafter, unless payment of all calls, interest, and expenses due in respect thereof has been made, be forfeited by a resolution of the directors to that effect.

26. Any share forfeited under these articles shall be deemed to be the property of the Company, and may be sold or re-allotted or otherwise disposed of for the benefit of the Company in such manner as the directors shall approve.

27. Until any share so forfeited shall be sold, re-allotted, or otherwise disposed of, the forfeiture thereof may, at the discretion and by a resolution of the directors, be remitted on such terms as the directors may in their discretion think fit.

28. Notwithstanding any such forfeiture as aforesaid all moneys which were owing at the time of forfeiture, whether for call, interest or expenses, shall remain due from the person who was liable to pay the same at the time of forfeiture, or his representatives, but the Company shall not be entitled to recover by action or otherwise more than the balance remaining due after deducting the value ascertained by sale or otherwise of the shares so forfeited.

29. Upon any sale after forfeiture or in purported exercise of the powers for enforcing a lien conferred by these presents, the directors may cause the purchaser's name to be entered in the register in respect of the shares or stock sold, and the purchaser shall not be bound to see to the regularity of the proceedings or to the application of the purchase money, and after his name has been entered in the register the validity of the

sale shall not be impeached by any person, and the remedy of any person aggrieved by the sale shall be in damages only, and against the Company exclusively.

#### CALLS.

30. All calls in respect of shares shall be made at the discretion of the directors, and shall be payable after 21 days notice in writing to the persons, and at the times and places appointed by the directors.

31. A call shall be deemed to be made at the time when the resolution of the Directors authorising it is passed.

32. The joint-owners of a share shall be severally, as well as jointly, liable to the payment of all calls in respect thereof.

33. If the call or instalment of a call, payable in respect of any share is not paid by the day appointed for payment thereof, the holder for the time being of such share shall be liable to pay interest for the same, at a rate to be settled by the Directors, not exceeding Ten Pounds per cent. per annum, from the day appointed for the payment thereof to the time of actual payment.

34. The Directors may if they shall think fit receive from any member willing to advance the same all or any part of the moneys for the time being remaining uncalled on his share, beyond the calls then actually made, and in case they shall think fit they shall pay dividend upon the moneys so paid in advance, or upon so much thereof as shall from time to time remain in advance of the calls then made upon the share in respect of which such advance has been made, in addition to the dividend payable on such part of the share as is actually called up, and at the same rate.

35. If the Directors shall see fit to receive in advance any such moneys as aforesaid, they may pay interest upon the same out of the profits of the Company, or upon so much thereof as shall from time to time remain in advance of the calls, at such rate (unless the members in

General Meeting shall otherwise determine the amount of such interest to be in lieu of the dividend provided by the preceding clause upon such monies so paid in advance.

#### MEETINGS.

36. An Ordinary General Meeting of the Company shall be held once at least in every year after the incorporation of the Company. It shall be held at such time and place as shall from time to time be prescribed by the Directors: provided, nevertheless, that the first Ordinary General Meeting of the Company shall be held within four months after the date of the registration of the Company.

37. The Directors may also, whenever they shall think fit, and they shall, upon a requisition made in writing by two or more members, holding not less than one-fourth of the shares for the time being issued by the Company, convene an extraordinary General Meeting.

38. Any requisition so made shall express the object of the meeting proposed to be called, and shall be left at the office, and upon the receipt of such requisition the Directors shall forthwith proceed to call an Extraordinary General Meeting, to be held at such place as they shall determine. If they do not proceed to convene the same within twenty-one days from the date of the requisition, the requisitionists may themselves convene an Extraordinary General Meeting, to be held at the office of the Company, or at some convenient place within a quarter of a mile distant therefrom, but not elsewhere, at such time as, having regard to the Company's regulations as to notice, such requisitionists may themselves fix.

39. Seven days' notice at the least of every General Meeting Ordinary, or Extraordinary, and by whomsoever convened, specifying the day, place and hour of meeting, and in the case of special business the general nature of such business, shall be sent to the members entitled

to be present at such meeting; but an accidental omission to send such notice to any member shall not invalidate the proceedings at any General Meeting.

**40.** All business shall be deemed to be special that is transacted at an Extraordinary General Meeting, and with the exception of sanctioning a dividend and the consideration of the accounts, balance sheets, and the ordinary report of the Directors, all that is transacted at an Ordinary General Meeting.

**41.** Save as hereinafter expressly provided, no business shall be transacted at any General Meeting except the election of a chairman unless a quorum of members be present personally at the time when the meeting is prepared to proceed to business.

**42.** In order to constitute a quorum there should be present personally three members.

**43.** If within one hour from the time appointed for the meeting a quorum of members be not present, the meeting, if convened upon the requisition of members, shall be dissolved. In any other case it shall stand postponed to the same day in the next week at the same time and place, and at such postponed meeting the business shall be transacted whatever the number of members present.

**44.** The chairman with the consent of the meeting, may adjourn the same from time to time and from place to place, but every adjourned meeting shall be treated as a prolongation only of the original meeting, and shall only be competent to transact business which might properly have been transacted at the original meeting.

**45.** The Chairman (if any) of the Directors shall preside as chairman at every meeting of the Company. If there be no such chairman of the Directors, or in case he shall not be present at the time for holding any meeting or should decline to take the chair, then some one of the other Directors present at the meeting (if any) shall preside



at such meeting; and in case no Director shall be present or be willing to take the chair, then the members present shall choose some one of their number to be chairman of such meeting.

46. No business shall be discussed or transacted at any General Meeting, except the election of a chairman, whilst the chair may be vacant.

47. Minutes of the proceedings of every General Meeting shall be kept, and shall be signed by the chairman of the same meeting or by the chairman of the next succeeding meeting and the same when so signed shall be evidence of all such proceedings and of the proper election of the chairman.

#### VOTING AT MEETINGS.

48. At any meeting, unless a poll be demanded as hereinafter provided, every resolution shall be decided by a show of hands, and in case there shall be an equality of votes the chairman at such meeting shall be entitled to a casting vote in addition to the vote to which he may be entitled as a member; and a declaration by the chairman that a resolution has been carried, or carried by a sufficient majority, or lost, as the case may be, and an entry to that effect in the minute book of the Company, shall be sufficient evidence of the fact without proof of the number of votes recorded in favour of or against such resolution.

49. If at any meeting a poll be demanded by notice in writing signed by at least two members, holding not less than one-fourth of the capital of the Company then issued, personally present, and entitled to vote which notice shall be delivered during the meeting to the chairman, the poll shall be taken at such time and in such manner as the chairman shall direct, and in such case every member present at the taking of the poll, either personally or by proxy, shall have the number of votes to which he may be entitled as hereinafter provided, and in case at any such poll there shall be an equality of votes the chairman of the meeting

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at which such poll shall be demanded shall be entitled to a casting vote in addition to any votes to which he may be entitled as a member and proxy.

50. No poll shall be demanded on the election of a chairman of a meeting or on any question of adjournment.

51. Every member shall have one vote for every share.

52. No person other than a member duly registered, and who shall have paid everything for the time being due from him and payable to the Company in respect to his share, shall be entitled to be present either personally or by proxy at any General Meeting of the Company.

53. The instrument appointing any proxy shall be in writing under the hand of the appointer, or if such appointer be a corporation under the common seal of such corporation. No person shall be appointed a proxy who is not entitled to vote at the meeting for which the proxy is given.

54. The instrument appointing a proxy shall be deposited at the office not less than twenty-four hours before the time appointed for the poll at which the person named in such instrument proposes to vote.

55. Any instrument appointing a proxy shall be in the following form:

" I, ..... of.....  
" being a registered member of Latch and Batchelor Limited, do  
" hereby appoint.....of  
" ..... as my proxy, to vote for me and on my  
" behalf at the [Extraordinary or Ordinary as the case may be]  
" General Meeting of the Company, to be held on the.....  
" day of..... and at any adjournment or  
" postponement thereof and every poll that may be taken in  
" consequence thereof.

" As witness my hand this.....day of.....

" Signed by the said.....

" in the presence of....."

of or in any other form as the directors from time to time shall prescribe or allow.

56. No objection shall be made to the validity of any vote except at the meeting or poll at which such vote shall be tendered, and every vote, whether given personally or by proxy, not objected to within seven days after such meeting or poll, shall be deemed valid for all purposes of such meeting or poll whatsoever.

#### DIRECTORS.

57. The number, qualification, and remuneration of the Directors may, from time to time, be altered and fixed by a resolution of a General Meeting, but until otherwise fixed, the number of the Directors shall not be more than five, and not less than three, and, except as to the first Directors, none but a member of the Company who shall be registered as the sole holder of not less than one hundred shares of £5 each, shall be eligible as a Director.

58. The first Directors of the Company shall be appointed by the signatories of the Memorandum and Articles of Association of the Company.

59. Any casual vacancy occurring in the Board of Directors may at any time be filled by the Directors by the appointment of some properly qualified member, but every person so appointed shall retain office so long only as the vacating Director would have retained the same if no vacancy had occurred. The continuing Directors may act notwithstanding any vacancy in their body.

60. At the second Ordinary General Meeting, and at the Ordinary General Meeting in every succeeding year one of the directors shall retire from office. The Director to retire shall be he who has been longest in office since their last election. As between Directors of equal seniority the Director to retire shall be selected from amongst them by lot. A retiring Director shall be immediately or at any future time, if still qualified, eligible for re-election.

61. Unless it be resolved to reduce the number of Directors the Ordinary General Meeting at which a Director retires or ought to retire shall elect a successor to the retiring Director. A retiring Director shall remain in office until the close of the meeting, or until the election of his successor which shall last happen.

62. If at any meeting, at which an election of a Director in place of a retiring Director ought to take place, no such election shall be made, and in the absence of any resolution reducing the number of Directors, the Director to retire shall continue to act as Director as if he had been re-elected at such meeting.

63. No member shall be eligible to be a Director, except with the express consent of the meeting, unless notice in writing that he is a candidate for such office shall have been given at least twenty-one days before the day of holding the meeting at which the election is or ought to take place, but this rule shall not apply to a Director retiring from office in pursuance of the these presents, who shall be assumed to be desirous of being re-elected unless he shall give notice of a contrary intention.

64. A Director may at any time give one month's notice in writing to the Company of his wish to resign, and at the expiration of such time his office shall be vacated.

65. The Company in any General Meeting may remove any Director before the expiration of his term of office, and may appoint any properly qualified member in his stead, such member so appointed to 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.

66. The office of a Director shall be vacated in any of the following cases :

- (1) If he cease to hold the required qualification, or in the case of a first Director if he do not acquire his qualification within one month after election ;

- (2) If he holds any other office or position of profit under the Company other than that of Managing Director or Manager.
- (3) If he becomes subject to or take the benefit of any Act for the time being in force for the relief of insolvent debtors;
- (4) If he be found to be a lunatic;
- (5) If he absent himself from attendance at the usual meeting of directors continuously for the space of six months without leave in writing of the Directors;
- (6) If he contract with the Company, or be concerned in or participate in the profits of any contract with the Company, without declaring his interest at the meeting of the Directors at which such contract is determined on or work ordered, if his interest then exists, or in any other case at the first meeting of the Directors after the acquisition of his interest, and no Director so interested shall vote on any question relating to such contract or work, but this clause shall not apply if his interest be only that of a member other than a Director, or other officer of a Company incorporated, which contracts with or does work for this Company, or is concerned in or participates in the profits of any contract with this Company.

Unless these disqualifying conditions or any of them shall be dispensed with in any special case by a resolution of a General Meeting.

67. All acts done by the Directors shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any of them, or that they or any of them were disqualified, be as valid as if every such person has been duly appointed and was qualified to be a Director.

68. The remuneration of the Directors shall be the sum of £100 per annum to be divided amongst them as they shall from time to time agree in the details of agreement as may be fixed by a General Meeting.

69. Directors shall be paid all travelling expenses and other expenses incurred by them when engaged on the business or in the service of the Company.

#### POWERS OF THE DIRECTORS.

70. The business of the Company shall be conducted by the Directors in such manner as in their discretion they may think most expedient. They may generally exercise all such powers and do all such acts and things as are by any Act of Parliament, or by these presents, or by implication of law conferred upon the Company, or directed or authorised to be done by it, and are not required to be exercised and done by the Company in general meeting, but subject nevertheless to the provisions of any such Act of Parliament or of these presents, and subject also to such regulations if any as may from time to time be prescribed by the Company in General Meeting, but no regulations made by the Company in General Meeting as aforesaid shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made.

71. The Directors may from time to time delegate any of their powers (other than their power of making calls) to such a committee or committees of their body as they shall think fit to appoint, and may recall or revoke such delegation and appointment, and any committee so appointed shall in the exercise of the powers so delegated conform to any regulations that may be imposed upon it by the Directors.

#### MANAGING DIRECTORS.

72. The Board may, if they think fit, appoint one or more of the Directors to be Managing Director or Directors of the Company,

either for a fixed time or otherwise, and may, upon removal or resignation of any such Managing Director or Directors, appoint another or others in his or their place or places.

73. A Managing Director shall not, while he continues to hold that office, be subject to retirement in rotation nor be taken into account in determining such rotation, but shall be subject to the same provisions as to resignation and removal as the other Directors, and if he from any cause ceases to be a Director of the Company, he shall, *ipso facto*, immediately cease to be a Managing Director thereof.

74. The Board may from time to time confer on the Managing Director or Directors such powers or any of them as are possessed by the Board themselves, and may revoke and alter such powers as they shall think fit.

75. The Managing Director or Directors shall receive such remuneration for his or their services as may be agreed upon between him or them and the Board, such remuneration to be considered and treated as part of the working expenses of the Company.

#### PROCEEDINGS OF THE DIRECTORS.

76. The Directors may meet together for the despatch of business, and adjourn and otherwise regulate their meetings as they shall think fit. At the request in writing of any one Director, the secretary or other officer of the Company for the time being shall, by at least twenty-four hours' notice in writing to every Director, call a meeting of the Directors.

77. The Directors, or any Committee of the Directors (if not otherwise provided for by the Directors), shall from time to time elect a chairman, but the omission to elect a chairman shall not invalidate any act done by the Directors, or Committee, or the Company. If any chairman shall be absent from any meeting, a substitute for that meeting shall thereupon be appointed by such meeting.

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78. The quorum of every meeting of the Directors shall be two Directors. The quorum of any Committee of Directors shall be fixed by the meeting of Directors appointing such Committee, and if not fixed then such quorum shall be fixed by the members of such Committee.

79. Every question at a meeting of the Directors or of a Committee of the Directors shall be determined by a majority of the votes of the Directors present, every Director having one vote. In case of an equality of division of votes at any such meeting as aforesaid, the acting chairman thereof shall have a second or casting vote.

80. The Directors shall cause proper minutes to be made of the proceedings of all meetings, and of the attendance of the Directors thereat respectively, and of all orders and resolutions made and passed at such meetings, and any such minute of any meeting, if purporting to be signed by the chairman of such meeting, shall be receivable as evidence in all legal proceedings, and until the contrary is proved shall be considered as a correct record of proceedings at a meeting properly held and convened.

81. Every Committee shall keep minutes of the proceedings of such Committee, and shall from time to time report them to the Board of Directors.

82. A Committee may meet and adjourn as they shall think proper.

#### DIVIDENDS.

83. The Directors may, with the sanction of a General Meeting, from time to time declare a dividend, but no such dividend shall be payable except out of profit arising from the business of the Company; provided that when in the opinion of the Directors the profits of the Company permit, they may in their discretion declare and pay by way of dividend on account a quarterly or half-yearly dividend.



84. The dividend so declared shall be payable on all shares, subject to the rights of the holders of shares created or raised under any special arrangement as to dividend, in proportion to the amount of capital for the time being paid in respect of such shares.

85. The Directors may, before recommending any dividend, set aside out of the profits of the business such sum as they may think proper as a reserve fund, to meet contingencies, or for equalising dividends, or for repairing or maintaining any buildings or works connected with the business of the Company, or to cover the loss in wear and tear or other depreciation or diminution in value of any property which shall belong to or from time to time be acquired by the Company, and the Directors may invest the sum so set apart as a reserve fund upon such securities as they may from time to time approve, but not in shares of the Company.

86. The Directors may, if they shall think fit, deduct from the dividend payable to any member all such sums of money as may be actually due from him either solely or jointly to the Company on any account, without prejudice to the right of the Company to sue for the balance of such moneys or to forfeit any share as hereinbefore provided.

87. No dividend shall bear interest against the Company, and any dividend remaining unclaimed for six years from the declaration thereof may be forfeited by resolution of the Directors for the benefit of the Company.

88. Every dividend warrant shall be sent by post to the last registered address of the member entitled, and the receipt by signature on the dividend warrant of the person whose name at the date of the declaration of the dividend appears on the register of Members as the owner of any share shall be a good discharge to the Company in respect of all payments made in respect of such share.

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## ACCOUNTS

88. The Directors shall cause full and true accounts to be kept of all the commercial, financial and other affairs, transactions, and engagements of the Company, and of the profit or loss from time to time resulting therefrom, and of all things as shall be requisite to exhibit the true financial condition of the Company.

89. The books of account shall not, except with the consent of the Directors, be open to the inspection of members other than the Directors and other officers of the Company.

90. Once at least in every year the Directors shall lay before the members in General Meeting a statement of the income and expenditure of the Company made up from the date of the last preceding statement, or in case of the first of such statements from the date of the incorporation of the Company to a date as near the day of meeting as can conveniently be fixed.

91. In addition to such statements the Directors shall lay before the meeting a balance sheet made up for the same period as such statement, and containing a summary of the property and liabilities of the Company, and every such statement shall also be accompanied by a report of the Directors as to the state and condition of the Company, and as to any dividend they may be prepared to recommend.

## AUDIT.

92. The accounts and balance sheet of the Company shall be examined, and the correctness thereof respectively ascertained by an auditor who shall be a chartered professional accountant.

93. The first Auditor shall be appointed by the signatories of the Memorandum and Articles of Association, and shall continue in office till the Second Ordinary General Meeting of the Company, and at each Ordinary General Meeting the said Auditor shall resign, but be re-eligible.

95. At the second or third Annual Meeting and at every succeeding ordinary Annual Meeting held at intervals of one year, unless otherwise determined in General Meeting, the members shall elect a new Auditor for the ensuing year in place of the then acting Auditor, who shall resign, but be re-eligible.

96. The Auditor need not be a member of the Company, but no person shall be eligible as an Auditor who is interested, otherwise than as a member, in any transaction of the Company, and no Director or other officer of the Company shall be eligible during his continuance in office.

97. No person other than the retiring Auditor shall be eligible for election as an Auditor unless notice in writing be given at the office at least twenty-one days before the meeting at which the election is to take place, by some member qualified to vote for such election, of his intention to propose him for election.

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

99. The remuneration of the Auditors shall be fixed by the Directors; that of subsequent Auditors may be fixed by the Company in general meeting.

100. The Auditor shall be furnished with a copy of the accounts and balance sheet proposed to be submitted to the members and shall examine the same with the books, accounts, and vouchers relating thereto; and for this purpose the Auditor shall have access at all reasonable times to the books and accounts of the Company, and may require of the Directors or other officers of the Company any explanation and information that he may deem requisite.

NOTICES.

101. Any notice or other document required to be served on any member shall be deemed sufficiently served by personal service

No 356301

34693



# Certificate of Incorporation

OF THE

*Latch and Batchelor, Limited.*

I hereby Certify, That the

*Latch and Batchelor, Limited,*

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

Given under my hand at London, this *nineteenth* day of *January*,

Thousand Eight Hundred and Ninety *Two*

Stamps and Deed Stamps £ *10.*

Stamp Duty on Capital £ *20.*

Registrar of Joint Stock Companies.

Certificate received by *W. H. Romell*

*per Undersecretary*

*188, Fleet Street, E. C.*

Date *22<sup>nd</sup> January 1892*