

Number of
Certificates

59462
7



THE STAMP ACT, 1891.

(51 & 55 VICT., Ch. 39.)

COMPANY LIMITED BY SHARES.

REG. NO. 54668
17 DEC 1898

Statement of the Nominal Capital

OF

Bradley & Craven ~~Company~~ Limited.

Pursuant to Section 112 of the Stamp Act, 1891.

Printed for filing by

H. Venn & Co.
13 Gray's Inn Square
London



THE NOMINAL CAPITAL

OF

BRADLEY & CRAVEN ~~COMPANY~~ LIMITED,

is Eighty thousand Pounds,
divided into Eight thousand Shares
of Ten pounds each.

Signature Alm Craven

Officer, Chairman of Directors.

Dated the Sixteenth day
of December, 1898.



THE COMPANIES ACTS, 1862 to 1898.

COMPANY LIMITED BY



Memorandum of Association

OF

BRADLEY & CRAVEN LIMITED.

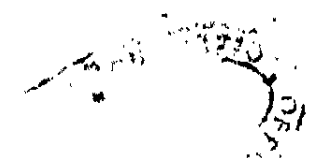
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1. The Name of the Company is "BRADLEY AND CRAVEN LIMITED."

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

3. The Objects for which the Company is established are

(A) To acquire and take over as a going concern and carry on the business of Engineers, Ironfounders, and Machinists, now carried on by JOHN CRAVEN and BENJAMIN CRAVEN, at Westgate Common, in the City of Wakefield, under the style or firm of "BRADLEY AND CRAVEN," together with the whole of the real and personal property and assets of the proprietors of that business used in connection therewith or belonging thereto, as from the 1st day of October, 1898, and, with a view thereto, to enter into and carry into effect (either with or without modification) an Agreement which has been already prepared and engrossed, and is expressed to be made between John Craven and Benjamin Craven of the one part, and Joseph John Hulbert, as Trustee for and on behalf of the abovenamed Company, of the other part, a copy whereof has, for the purpose of identification, been signed by three of the Subscribers hereto.



- (10) To carry on, either in connection with the business aforesaid or as distinct and separate businesses, the business or businesses of Engineers, Iron and Brass Founders, and Machinists, and the makers of other classes of Machinery, Tools, Implements, Engines or Plants, and any other business, whether manufacturing or otherwise, which may seem to the Company capable of being conveniently carried on in connection with the above, or calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property.
- (11) To purchase or by other means acquire any freehold, leasehold, or other property for any estate or interest whatever, and any rights, privileges, or easements over or in respect of any property, and any buildings, factories, mills, works, wharves, roads, railways, tramways, machinery, engines, rolling stock, plant, live and dead stock, barges, vessels, or things, and any real or personal property or rights whatsoever which may be necessary for, or may be conveniently used with, or may enhance the value of any other property of the Company.
- (12) To purchase or by other means acquire, and protect, prolong, and renew, whether in the United Kingdom or elsewhere, any patents, patent rights, brevets d'invention, trade marks, trade names, licences, protections, and concessions which may appear likely to be advantageous or useful to the Company, and to use and turn to account, and to manufacture and sell under or grant licences or privileges in respect of the same, and to expend money in experimenting upon and testing, and in improving or seeking to improve any patents, inventions, or rights which the Company may acquire or propose to acquire.
- (13) To build, construct, maintain, alter, enlarge, pull down, and remove or replace any buildings, factories, mills, offices, works, wharves, roads, railways, machinery, engines, walls, fences, banks, dams, sluices, or watercourses, and to clear sites for the same, or to join with any person, firm, or company in doing any of the things aforesaid, and to work, manage, and control the same or join with others in so doing.
- (14) To acquire and undertake the whole or any part of the business, goodwill, and assets, of any person, firm, or company carrying on or proposing to carry on any of the businesses which this Company is authorised to carry on, and, as part of the consideration for such acquisition, to undertake all or any of the liabilities of such person, firm, or company, or to acquire an interest in, amalgamate with, or enter into any arrangement for sharing profits, or for co-operation, or for limiting competition, or for mutual assistance, with any such person, firm, or company, and to give or accept, by way of consideration for any of the acts or

things aforesaid or property acquired, any Shares, Debentures, or securities that may be agreed upon ; and to hold and retain, or sell, mortgage, and deal with any Shares, Debentures, or securities so received.

- (ii) To promote any other company for the purpose of acquiring all or any of the property and undertaking any of the liabilities of this Company, or of undertaking any business or operations which may appear likely to assist or benefit this Company, or to enhance the value of any property or business of this Company.
- (iii) To sell or otherwise dispose of the whole or any part of the undertaking of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for Shares, Debentures, or securities of any company purchasing the same.
- (i) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (j) To lend and advance money or give credit to such persons and on such terms as may seem expedient, and in particular to customers and others having dealings with the Company, and to give guarantees or become security for any such persons, and to lend out machinery and other manufacturers' effects on hire, on such terms as may be thought desirable, with the option for the person hiring to purchase and pay for their goods by instalments.
- (k) To borrow or raise money in such manner as the Company shall think fit, and in particular by the issue of Debentures or Debenture Stock, perpetual or otherwise, and to secure the repayment of any money borrowed or raised by mortgage, charge, or lien upon the whole or any part of the Company's property or assets, whether present or future, including its uncalled capital, and also by a similar mortgage, charge, or lien to secure and guarantee the performance by the Company of any obligation or liability it may undertake.
- (l) To draw, make, accept, endorse, discount, execute, and issue promissory notes, bills of exchange, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
- (m) To apply for, promote, and obtain any Act of Parliament, Provisional Order, or license of the Board of Trade or other authority for enabling the Company to carry any of its objects into effect, or for any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.

- (N) To improve, manage, cultivate, develop, exchange, let on lease or otherwise, mortgage, sell, dispose of, turn to account, grant rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.
- (O) To enter into any arrangements with any Governments or authorities, supreme, municipal, local, or otherwise, or any corporations, companies, or persons, that may seem conducive to the Company's objects or any of them, and to obtain from any such Government, authority, corporation, company, or person any charters, contracts, decrees, rights, privileges, and concessions which the Company may think desirable, and to carry out, exercise, and comply with any such charters, contracts, decrees, rights, privileges, and concessions.
- (P) To subscribe for, take, purchase, or otherwise acquire and hold Shares or other interest in or securities of any other company having objects altogether or in part similar to those of this Company, or carrying on any business capable of being conducted so as directly or indirectly to benefit this Company
- (Q) To act as agents or brokers and as trustees for any person, firm, or company, and to undertake and perform sub-contracts, and also to act in any of the businesses of the Company through or by means of agents, brokers, sub-contractors, or others.
- (R) To remunerate any person, firm, or company rendering services to this Company, whether by cash payment or by the allotment to him or them of Shares or securities of the Company credited as paid up in full or in part, or otherwise.
- (S) To pay all or any expenses incurred in connection with the formation, promotion, and incorporation of the Company, or to contract with any person, firm, or company to pay the same, and to pay commission to brokers and others for underwriting, placing, selling or guaranteeing the subscription of any Shares, Debentures, or securities of this Company.
- (T) To support and subscribe to any charitable or public object, and any institution, society, or club which may be for the benefit of the Company or its employes, or may be connected with any town or place where the Company carries on business; and to give pensions, gratuities, or charitable aid to any person or persons who may have served the Company, or to the wives, children, or other relatives of such persons; and to form and contribute to provident and benefit funds for the benefit of any persons employed by the Company.

- (v) To distribute among the Members of the Company in specie any property of the Company—whether in the winding-up of the Company or otherwise—and in particular any Shares, Debentures, or securities of other companies belonging to this Company, or of which this Company may have the power of disposing
- (v) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

4. The Liability of the Members is Limited.

5. The Capital of the Company is £ 80000 divided into 8000 Shares of £10 each. The Company has power from time to time to increase its Capital, and to issue any Shares in the original or increased Capital as Ordinary, Preferred, Deferred or Guaranteed Shares, and to attach to any class or classes of such Shares any preferences, rights, privileges, or conditions, or to subject the same to any restrictions or limitations that may be determined by any Special Resolution of the Company passed before the issue of the Shares affected thereby.

We, the several persons whose Names, Addresses, and Descriptions are subscribed, are desirous of being formed into a Company, in pursuance of this Memorandum of Association, and we respectively agree to take the number of Shares in the Capital of the Company set opposite our respective names.

NAMES, ADDRESSES, AND DESCRIPTIONS OF SUBSCRIBERS.	No. of Shares taken by each Subscriber.
John Craven Albion Villa Abberthorpe Road Wakefield. Engineer and Machinist	one
Benjamin Craven. West Villa Abberthorpe near Wakefield. Engineer and Machinist	one
Mary Craven Albion Villa Abberthorpe Road. Wakefield. Wife of the said John Craven.	one
Mary Craven West Villa Abberthorpe near Wakefield. Wife of the said Benjamin Craven.	one
John William Craven Beech Villa Abberthorpe Road Wakefield. Engineer and Machinist.	one
William Halford Cooper Westgate Common House Dewsbury Road Wakefield Engineer and Machinist.	one
Joe Henry Craven Westgate Common Dewsbury Road Wakefield Engineer and Machinist's draftsman	one


Dated the 16th day of December, 1898

Witness the above Signatures—


William J. Mitchell

Solicitor

Wakefield



7



THE COMPANIES ACTS, 1862 to 1898.

COMPANY LIMITED BY SHARES.

Articles of Association

OF

BRADLEY & CRAVEN LIMITED

PRELIMINARY.

1. The Regulations contained in the Table marked "A," in the First Schedule to the Companies Act, 1862, shall apply to the Company, save in so far as they are excluded or varied by or are inconsistent with any of these Articles.

2. The first business of the Company shall be to acquire the business and undertaking of the firm of Bradley and Craven, as now carried on as partners by John Craven and Benjamin Craven, and, for the purpose of so doing, the Directors shall forthwith take into consideration and if approved of shall adopt on behalf of the Company, either with or without modification, the Agreement referred to in Clause 3 (A) of the Memorandum of Association.

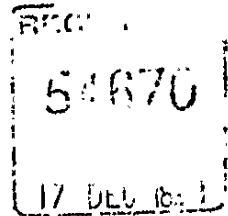
SHARES AND CERTIFICATES.

3. The Directors shall not employ the funds of the Company, or any part thereof, in the purchase of or by way of loan upon Shares of the Company.

4. The Shares shall be under the control of the Directors, who may allot and dispose of the same to such persons, on such terms, and in such manner as they think fit. Shares may be issued at par or at a premium.

5. 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 in the time of payment of such Calls.

6. If any Certificate be worn out or lost, it may be renewed on payment of One Shilling or such less sum as the Directors may prescribe, and upon the person requiring the new Certificate giving up the worn-out Certificate, or giving such evidence of its loss or destruction and such indemnity to the Company as will satisfy the Directors.



CALLS ON SHARES.

7. A Call may be made payable by instalments.

8. No Call upon any Share shall exceed one quarter of the nominal amount of such Share, nor be made payable within two months after the last preceding Call was payable.

9. If by the conditions of allotment any amount is payable in respect of any Shares by instalments, every such instalment shall be payable as if it were a Call duly made by the Directors, and of which due notice had been given, and all provisions hereof with respect to the payment of Calls, or to the forfeiture of Shares for nonpayment of Calls, shall apply to such instalments and the Shares in respect of which they are payable.

10. The joint holders of Shares shall be severally as well as jointly liable in respect of all payments which ought to be made in respect of such Shares.

TRANSFER OF SHARES.

11. The Directors may refuse to register any transfer of a Share (a) where the Company has a lien thereon; (b) where it is not proved to their satisfaction that the proposed transferee (unless already a Member) is a responsible person; (c) where they are of opinion that the proposed transferee (unless already a Member) is not a desirable person to admit to membership.

12. The power of the Directors to dissent from any proposed transfer shall be absolute, and no transfer shall be registered or have any effect without their assent.

13. A fee not exceeding Two Shillings and Sixpence may be charged for the registration of each transfer.

14. Every instrument of transfer shall be left at the Office for registration, and the Certificate of the Shares expressed to be transferred shall be produced, and such other evidence given as the Directors may require to show the right of the transferor to make the transfer.

FORFEITURE OF SHARES.

15. The Company shall have a first and paramount lien for all debts, obligations, and liabilities of any Member of the Company upon all Shares (not fully paid up) held by such Member, whether alone or jointly with other persons, and upon all Dividends and Bonuses which may be declared in respect of such Shares, and such lien may be enforced by sale if and whenever the Directors have given to the Member who is indebted or under obligation to the Company a notice requiring him to pay the amount due to the Company, or satisfy the said obligation, within a time (not being less than fourteen days) specified in such notice, and such Member shall not have complied therewith within the said time.

SURRENDER OF SHARES.

16. Any Member may make, and the Company may accept, a surrender of his Shares or any of them upon any terms which may be mutually agreed between such Member and the Directors.

17. When the Capital of the Company is divided or about to be divided into Shares of different classes, Shares of any class may be surrendered for the purpose of being exchanged for Shares of another class upon such terms as may be agreed, provided that the Capital of the Company is not reduced otherwise than in accordance with the provisions of the Statutes.

ALTERATION OF CAPITAL.

18. Upon any increase of Capital, the new Shares shall be issued at such time, in such manner, upon such terms and conditions, and with such rights, priorities, or privileges as the Company shall by Special Resolution direct, or, if no direction shall have been given, the new Shares shall be Ordinary Shares, and shall be issued at such time and in such manner as the Directors shall determine.

19. The Company may from time to time by Special Resolution reduce its Capital in any manner allowed by law.

20. The Company may consolidate or subdivide its Shares or any of them.

21. If and whenever the Capital is divided into Shares of various classes the rights and privileges of the holders of Shares of each class may be varied or modified by any arrangement which is sanctioned on the one hand by a Special Resolution of the holders of the Shares of such class, and on the other hand by a like resolution of the holders of the remaining Shares of the Company, each such resolution being passed at a separate Meeting of the Members entitled to vote thereat. Meetings of the holders of a class of Shares shall be subject, so far as possible, to the same rules and provisions as the Meetings of the Company.

BORROWING POWERS.

22. The Company may raise or borrow money for the purposes of its business, and may secure the repayment of the same by mortgage or charge upon the whole or any part of the assets and property of the Company (present or future), including its uncalled or unissued Capital, and may issue Bonds, Debentures, or Debenture Stock, either charged upon the whole or any part of the assets and property of the Company including such capital or not so charged, but so that the whole amount so borrowed or raised and outstanding at any one time shall not exceed the amount of the subscribed share Capital of the Company, which for this purpose shall include any Shares issued as fully or partly paid up.

GENERAL MEETINGS.

23. The first General Meeting shall be held at such time, not being more than four months after the incorporation of the Company, and at such place as the Directors may determine. Subsequent General Meetings shall be held once in each year in the month of January, at such time and place as may be determined by the Directors.

24. No business shall be transacted at any General Meeting, except the declaration of a Dividend, unless a quorum of Member is present at the time when the Meeting proceeds to business; and such quorum shall consist of not less than three Members personally present and holding or representing by proxy not less than one-tenth of the issued Capital of the Company.

25. If within half an hour from the time appointed for the Meeting a quorum is not present, the Meeting, if convened upon the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week at the same time and place, and if at such ^{adjourned} ~~adjourned~~ Meeting a quorum is not present those Members who are present shall be deemed to be a quorum, and may do all business which a full quorum might have done.

99m.

VOTES OF MEMBERS.

26. Upon a show of hands every Member shall have one vote, and upon a poll every Member shall have one vote for every Share held by him upon which there are no Calls in arrear.

DIRECTORS.

27. The number of the Directors shall not be less than four or more than six.

28. The following persons shall be the first Directors of the Company:-- John Craven, Benjamin Craven, and two others to be appointed at the first Meeting of the Company. The first Chairman of Directors shall be John Craven.

29. The qualification of a Director shall be the holding, as absolute owner and not subject to any trust or charge, of ordinary fully paid up Shares of the Company of the nominal amount of not less than £1,000. A first Director may act before acquiring his qualification, but shall in any case acquire the same within one month from his appointment, and unless he shall do so he shall be deemed to have agreed to take from the Company so many Shares as shall be necessary to make up with those (if any) which he then holds the amount of his said qualification, and the same shall be forthwith allotted to him accordingly.

30. The Directors' remuneration shall be decided at the first Meeting of the Company.

DISQUALIFICATION OF DIRECTORS.

31. The office of a Director shall be vacated—
- (A) If he hold any office or place of profit under the Company other than that of Managing Director or Secretary.
 - (B) If he become bankrupt or insolvent, or compound with his creditors.
 - (C) If he become of unsound mind or be found a lunatic.
 - (D) If he cease to hold the necessary Share qualification, or do not (except in the case of a first Director) acquire the same within one month after election or appointment.
 - (E) If he absent himself from the Meetings of Directors continuously for a period of three months without special leave of absence from the other Directors.
 - (F) If he give the Company one month's notice in writing of his resignation of the office.

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

ROTATION OF DIRECTORS.

33. At the Ordinary General Meeting in the year 1902, and at the Ordinary General Meeting in every subsequent year, one-third of the Directors for the time being, or if their number is not a multiple of three then the number nearest to but not exceeding one-third, shall retire from office, but any retiring Director shall be eligible for re-election.

34. The one-third or other number nearest thereto to retire in the years 1902 and 1903 shall, unless the Directors agree among themselves, be determined by ballot. In every subsequent year the one-third or nearest number thereto who have been longest in office shall retire; and upon all occasions where several Directors have been in office an equal length of time, and some or one only of such Directors ought to retire, the Director or Directors to retire shall, in default of agreement, be determined by ballot. For the purposes of retirement by rotation a Director's term of office shall be computed from his most recent appointment.

MANAGING DIRECTOR.

35. The Directors may from time to time appoint one or more of their body to be a Managing Director or Managing Directors of the Company, and may fix and pay his or their remuneration, either by way of salary or commission, or by giving a right to participation in the profits of the Company, or by a combination of two or more of those modes. Every Managing Director shall be liable to be dismissed or removed by the Board of Directors, and another person appointed in his place.

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

THE SEAL.

37. The Directors shall forthwith procure a Common Seal to be made for the Company, and shall as soon as the same is received provide for the safe custody thereof. The Seal shall never be affixed to any document, except by the express authority of a resolution of the Board of Directors or of a Committee of Directors empowered thereto, and in the presence of at least two Directors, who shall affix their signatures to every document so sealed. The Directors may cause the Common Seal to be destroyed and another substituted therefor.

DIVIDENDS.

38. The Directors may from time to time pay to the Members such interim Dividends as appear to the Directors to be justified by the profits of the Company.

WINDING-UP.

39. If the Company shall be wound up the Liquidators may, with the sanction of an Extraordinary Resolution, divide among the Shareholders in specie any part of the assets of the Company, and may, with the like sanction, vest any part of such assets in Trustees, upon such trusts for the benefit of the Contributories as the Liquidators with the like sanction may think fit.

 NAMES, ADDRESSES, AND DESCRIPTIONS OF SUBSCRIBERS.

John Craven, Allion Villa Atherthorpe Road
Wakefield Engineer and Machinist.

Benjamin Craven West Villa Atherthorpe
Wakefield Engineer and Machinist.

Mary Craven Allion Villa Atherthorpe
Road Wakefield Wife of the said John Craven.

Mary Craven West Villa Atherthorpe
Wakefield Wife of the said Benjamin Craven.

John Williams Craven Beech. Villa Atherthorpe
Road Wakefield Engineer and Machinist.

William Halford Craven Westgate Common
House Dewsbury Road Wakefield Engineer
and Machinist.

Joe Henry Craven Westgate Common
Dewsbury Road Wakefield Engineer and
Machinist's draftsman.

Dated the 16th day of December, 1898.

Witness to the above Signatures—

William P. Hattland
Solicitor
Wakefield

10442



Certificate of Incorporation

OF THE

Bradley and Craven limited

I hereby Certify, That the

Bradley and Craven limited

is a company incorporated under the Companies' Acts, 1862 to 1898, and that the Company is Limited.

was first registered at London this Seventeenth day of December 1898.

Capital £100,000

W. Newton
Registrar of Joint Stock Companies.

Thos. W. Newton

for F. Kern & Co.

13. Gray's Inn Square

W.C.
20/12/98.