

THE COMPANIES ACTS, 1908 and 1913.

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COMPANY LIMITED BY SHARES

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Memorandum

AND

Articles of Association

OF

JOHN THACKER, LIMITED.

(A Company adopting Table "A" with modifications.)

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INCORPORATED THE 24th DAY OF AUGUST, 1914.

WRIGHT, SON & WYSON,

*Solicitors,*

17, BOWLING GREEN STREET,

LEICESTER.

LONDON:

WATERLOW BROS. & LAYTON, LIMITED,

24 AND 25, BIRCHIN LANE, E.C.

THE COMPANIES ACTS, 1908 AND 1913.

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COMPANY LIMITED BY SHARES.

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## Memorandum of Association

OF

# JOHN THACKER, LIMITED.

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1. The name of the Company is "JOHN THACKER, 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 the business now carried on at 5, Shenton Street, in the County Borough of Leicester, under the style or firm of John Thacker, and all or any of the assets and liabilities of the proprietors of that business in connection therewith, and with a view thereto to enter into and carry into effect with or without modification the agreement referred to in clause 3 of the Articles of Association of the Company.

(B) To carry on the business of grindery merchants, emery and sand paper manufacturers and dealers, manufacturers of and dealers in small ware of all kinds and boot and shoe mercery and supplies, manufacturers and dealers in boots and shoes, leather merchants and manufacturers, manufacturers of and dealers in inks, stains, dressings, waxes, brushes and polishes, manufacturers of and dealers in boot and shoe and other machinery and tools, engineers, dealers in hides, skins and other materials, manufacturers of and dealers in rubber goods, and any other trade or business whatsoever which can, in the opinion of the Company, be advantageously or conveniently carried on by the Company by way of extension of or in connection with such business, or is calculated directly or indirectly to develop any branch of the Company's business or to increase the value of or turn to account any of the Company's assets property or rights.

(c) To acquire from time to time and to manufacture and deal in all such stock-in-trade, goods, chattels and effects as may be necessary or convenient for any business for the time being carried on by the Company.

(d) To acquire and take over the whole or any part of the business, property and liabilities of any person or persons, firm or corporation carrying on any business which this Company is authorized to carry on or possessed of any property or rights suitable for the purposes of this Company.

(e) To take or otherwise acquire and hold shares, stock, debentures, debenture stock or other interests in 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.

(f) To purchase, take on lease, or in exchange, or otherwise acquire any real or personal property, patents, licenses, rights or privileges which the Company may think necessary or convenient for the purposes of its business, and to construct ~~maintain~~ and alter any buildings or works necessary or convenient for the purposes of the Company.

(g) To borrow, or raise, or secure the payment of money by mortgage, or by the issue of debentures or debenture stock, perpetual or otherwise, or in such other manner as the Company shall think fit, and for the purposes aforesaid to charge all or any of the Company's property or assets, present and future, including its uncalled capital and collaterally or further to secure any securities of the Company by a trust deed or other assurance.

(h) To draw, make, accept, indorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.

(i) To lend money on any terms that may be thought fit and particularly to customers or other persons having dealings with the Company.

(j) To enter into any partnership or arrangement in the nature of a partnership with any person or persons or corporation engaged or interested or about to become engaged or interested in the carrying on or conduct of any business or enterprise which this Company is authorized to carry on or conduct, or from which this Company would or might derive any benefit direct or indirect.

(K) To grant pensions, allowances, gratuities and bonuses to employes or ex-employes of the Company or its predecessors in business, or the dependents of such persons, and to support or subscribe to any charitable or other institutions, clubs, societies or funds.

(L) To sell or dispose of the undertaking of the Company or any part thereof in such manner and for such consideration as the Company may think fit, and in particular for shares (fully or partly paid up), debentures, debenture stock or securities of any other company whether promoted by this Company for the purpose or not, and to improve, manage, develop, sell, exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Company.

(M) To distribute any of the Company's property among the Members in specie.

(N) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and by or through agents, sub-contractors, trustees or otherwise, and to do all such other things as are incidental or the Company may think conducive to the attainment of the above objects or any of them.

4. The liability of the Members is limited.
5. The share capital of the Company is £5,000, divided into 5,000 shares of £1 each.

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

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.	Number of Shares taken by each Subscriber.
JAMES BURROWS, 115, Mere Rd., Leicester, Grindery Merchant's Manager ... ..	500
ANNIE LOUISA BURROWS, 115, Mere Road, Leicester, wife of James Burrows ... ..	600
ADA GERTRUDE CLARKE, 5, St. Saviour's Rd., E., Leicester, wife of Arthur Benjamin Clarke ... ..	650
EDITH HARRIS, 1, Sherrard Road, Leicester, wife of William Henry Harris ... ..	650
CLARA LYNDIA EARL, 128, Mere Road, Leicester, wife of Cyril Ebenezer Earl ... ..	500
WILLIAM ERNEST THACKER, May House, Fern Rise, Humberstone Garden Suburb, Leicestershire, Grindery Merchant's Traveller	700

Dated this 22nd day of August, 1914.

Witness to the above signatures of all the above subscribers—

SYDNEY M. WOODROW,

Solicitor,

17, Bowling Green Street.

Leicester.

THE COMPANIES ACTS, 1908 AND 1913.

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COMPANY LIMITED BY SHARES.

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Articles of Association

OF

JOHN THACKER, LIMITED.

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PRELIMINARY.

1. Subject as hereinafter provided, the Regulations contained in Table "A" in the First Schedule to the Companies (Consolidation) Act, 1908 (hereinafter referred to as Table "A"), shall apply to the Company.

2. Clauses 2, 5, 20, 31 to 40 (both inclusive), 49, 51, 68, 69, 70, 77, 96 and 108 of Table "A" shall not apply to the Company, and in lieu thereof the clauses hereinafter contained dealing with the respective subject matters dealt with in such clauses shall be applicable.

3. The Company shall forthwith accept a proposal in writing made to the Company by James Burrows, Annie Louisa Burrows, Ada Gertrude Clark, Edith Harris, Clara Lynda Earl, and William Ernest Thacker, which proposal for the purpose of identification has been signed by Sydney Melson Woodrow, of the County Borough of Leicester, Solicitor, and the Directors shall carry the agreement constituted by the acceptance of such proposal into effect with full power nevertheless from time to time to agree to any modification of the terms thereof, either before or after the acceptance thereof. The basis on which the Company is established is that the Company shall acquire the property and rights comprised in the said proposal on the terms therein set forth, subject to such modification as aforesaid, and it shall be no objection to such proposal or the acceptance thereof that any of the said proposers as vendor, promoter or Director of the Company stands in a fiduciary position towards the Company, or that the Directors do not in the circumstances constitute an independent board, and every Member of the Company, present and future, is to be deemed to join the Company on this basis.

## PRIVATE COMPANY.

4. The Company is a "private Company" within the meaning of the Companies Acts, 1908 and 1913, and accordingly (1) No invitation shall be issued to the public to subscribe for any shares, debentures or debenture stock of the Company; (2) the number of the Members of the Company (exclusive of persons who are in the employment of the Company and of persons who having been formerly in the employment of the Company, were while in such employment and have continued after the determination of such employment to be Members of the Company) shall be limited to fifty, provided that for the purposes of this provision where two or more persons hold one or more shares in the Company jointly, they shall be treated as a single Member; and (3) the right to transfer the shares of the Company is restricted in manner and to the extent hereinafter appearing.

## SHARES.

5. No shares other than those subscribed for and taken by the subscribers to the Memorandum of Association, shall be issued without the authority of this Company in General Meeting, and subject to any direction to the contrary that may be given by the Meeting that authorizes the issue of further shares. All further shares authorized to be issued shall be offered to the Members as nearly as may be in proportion to the existing shares held by them respectively. The offer shall in each case limit the time within which the same if not accepted will be deemed to be declined.

6. Subject to clause 5 hereof, the shares shall be at the disposal of the Directors, and they may allot or otherwise dispose of them to such persons, at such times and generally on such terms and conditions as they think proper, subject always to clause 4 hereof and provided that no shares shall be issued at a discount.

7. No person shall be recognised by the Company as holding any share upon any trust, and the Company shall not be bound by or recognise any equitable, contingent, future or partial interest in any share or any interest in any fractional part of a share, or (except only as by these presents otherwise expressly provided), any other right in respect of any share except an absolute right to the entirety thereof in the Registered Holder.

## TRANSFER OF SHARES.

8. A share may be transferred by a Member or other person entitled to transfer to any Member selected by the transferor, but save as aforesaid and save as provided by clause 10 hereof no share shall be transferred to a person who is not a Member without the previous sanction of the Directors, so long as any Member is willing to purchase the same at the fair value.

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

10. Any shares of a deceased Member may be transferred by his executors or administrators to any child or other issue, son-in-law, daughter-in-law, father, mother, brother, sister, nephew, niece, widow or widower of such deceased Member, and shares standing in the name of the trustees of the will of any deceased Member may be transferred upon any change of trustees to the trustees for the time being of such will and the restrictions in clause 8 hereof shall not apply to any transfer authorized by this clause.

11. No transfer of any share in the Company except where the proposed transferee is already a Member or the transfer is made pursuant to clause 10 hereof shall be made or registered without the previous sanction of the Directors, who may without assigning any reason decline to give any such sanction and shall so decline in the case of any transfer the registration of which would involve a contravention of Article 4 hereof. The Directors may also suspend the registration of transfers during the fourteen days immediately preceding the Ordinary General Meeting in each year. The Directors may decline to recognize any instrument of transfer unless (a) such fee not exceeding two shillings and sixpence, as the Directors may from time to time determine, is paid to the Company in respect thereof, and (b) the instrument of transfer is accompanied by the certificate of the shares to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer.

#### PROCEEDINGS AT GENERAL MEETINGS.

12. Seven days' notice at the least (exclusive of the day on which the notice is served or deemed to be served, but inclusive of the day for which notice is given) specifying the place, the day and the hour of meeting and in case of special business the general nature of such business, shall be given in manner hereinafter mentioned, or in such other manner if any as may be prescribed by the Company in General Meeting, to such persons as are under the regulations of the Company entitled to receive such notices from the Company, but the accidental omission to give such notice to or the non-receipt of such notice by any of such persons shall not invalidate the proceedings at any General



Meeting. A Meeting may with the written consent of all the Members be convened by shorter notice and in such manner as the Members think fit.

13. No business shall be transacted at any General Meeting unless a quorum of Members is present when the Meeting proceeds to business. Save as herein otherwise provided two Members personally present shall be a quorum.

#### DIRECTORS.

14. Unless and until otherwise determined by the Company in General Meeting, the number of the Directors shall be not less than two nor more than three.

15. The following shall be the first Directors of the Company, that is to say : James Burrows, of 115, Mere Road, Leicester, Manager, who shall be the Chairman, and William Ernest Thacker, of May House, Fern Rise, Humberstone Garden Suburb, in the County of Leicester, Traveller.

16. The remuneration of the Chairman shall be at the rate of £208 per annum, and of each of the other Directors at the rate of £130 per annum. The Company in General Meeting may from time to time direct such further sum or sums as may be thought fit to be paid as and by way of remuneration to the Directors or any one or more of them. The Directors shall also be entitled to be repaid all travelling and hotel expenses incurred by them respectively in or about the performance of their duties as Directors, including their expenses of travelling to and from Board Meetings.

17. The qualification of a Director shall be the holding in his own right and not jointly with any other person of shares of the Company of the nominal value of at least £300, and it shall be his duty to comply with the provisions of section 73 of the Companies (Consolidation) Act, 1908. A Director may act before acquiring his qualification.

#### DISQUALIFICATION OF DIRECTORS.

18. The office of Director shall be vacated :—

(1) If by notice in writing to the Company he resigns the office of Director.

(2) If he ceases to be a Director by virtue of the Companies (Consolidation) Act, 1908, section 73.

(3) If he absents himself from the Meetings of the Directors during a continuous period of three months without special leave of absence from the Directors, and they pass a Resolution that he has by reason of such absence vacated office.

(4) If he becomes bankrupt.

(5) If he is found lunatic or becomes of unsound mind.

19. A Director shall be capable of contracting and participating in the profits of any contract with the Company in the same manner as if he were not a Director, subject nevertheless (save as regards the agreement referred to in clause 3 hereof) to the following provisions, namely: (1) Before the contract is entered into or so soon thereafter as he becomes interested therein he shall disclose in writing to the Board his interest in the contract; and (2) after he has become interested he shall not vote in respect of the contract or any matter arising thereout, and if he do so vote his vote shall not be counted.

#### PROCEEDINGS OF DIRECTORS.

20. A Resolution in writing signed by every Member of the Board shall have the same effect and validity as a Resolution of the Board duly passed at a Meeting of the Board duly convened and constituted.

#### DIVIDENDS.

21. 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 according to the estimate formed by them thereof.

#### ACCOUNTS.

22. The balance sheet and profit and loss account of the Company shall be kept at the office of the Company for the inspection of Members, but the same shall not be circulated and no copy or extract from the same shall be taken or made.

#### SECRETARY.

23. The first Secretary of the Company shall be George Sidney Mobbs, of Gwendolen Road, Leicester, and he shall forthwith notify to the proposers or vendors referred to in clause 3 hereof the acceptance by the Company of such proposal in writing therein referred to, and such Secretary is hereby authorized to give such notification on the Company's behalf accordingly.

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NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.

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JAMES BURROWS, 115, Mere Rd., Leicester, Grindery Merchant's  
Manager.

ANNIE LOUISA BURROWS, 115, Mere Road, Leicester, wife of James  
Burrows.

ADA GERTRUDE CLARKE, 5, St. Saviour's Rd., E., Leicester, wife  
of Arthur Benjamin Clarke.

EDITH HARRIS, 1, Sherrard Road, Leicester, wife of William Henry  
Harris.

CLARA LYNDA EARL, 128, Mere Road, Leicester, wife of Cyril  
Ebenezer Earl.

WILLIAM ERNEST THACKER, May House, Fern Rise, Humberstone  
Garden Suburb, Leicestershire, Grindery Merchant's Traveller.

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Dated this 22nd day of August, 1914.

Witness to the above signatures of all the above subscribers—

SYDNEY M. WOODROW,

Solicitor,

17, Bowling Green Street,

Leicester.