

"The Companies (Consolidation) Act, 1908."

COMPANY LIMITED BY SHARES.

DUPLICATE

Memorandum

AND

Articles of Association

OF THE

Sweeney (Oswestry) Brick Company,
LIMITED.

INCORPORATED THE 11th DAY OF December, 1911.

Solicitors:

JACKSON & FERRINGTON,
OSWESTRY.

JORDAN & SONS, LIMITED,
COMPANY REGISTRATION AGENTS, PRINTERS, PUBLISHERS, AND STATIONERS,
116 AND 117 CHANCERY LANE, LONDON, W.C.

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"The Companies (Consolidation) Act, 1908."

COMPANY LIMITED BY SHARES.

DUPLICATE

Memorandum of Association

OR

THE SWEENEY (OSWESTRY) BRICK COMPANY,
LIMITED.



1. The Name of the Company is "THE SWEENEY (OSWESTRY) BRICK COMPANY, 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 all or any of the businesses of Manufacturers of and Dealers in Plain, Glazed, Enamelled, Moulded, and Paving Bricks, and Bricks of all kinds, Plain and Ornamental Tiles of every description, Ridges, Finials, Terminals, Terra-cotta, Chimney Pots, Drain and other Pipes, Fire Clay Goods of every description; Rustic Ware, Statuary, Pottery, China, and Ceramic Ware of all kinds; and in Cement, Lime, Plaster of Paris, Sand, Clay, and Builders' Requisites of all kinds.

(b) To search for, get, win, work, raise, make merchantable, sell and deal in stone, brick-earth, gravel, flint, clay, coal, fireclay, and other minerals, substances, and products on, within, or under any property of the Company.

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- (c) To open branches, depôts, agencies, and offices in any part of the United Kingdom, and to carry on therein any business within the scope of the objects of the Company.
- (d) To carry on 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.
- (e) To purchase or by any 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, kilns, 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.
- (f) To build, construct, maintain, alter, enlarge, pull down, and remove or replace any buildings, kilns, factories, mills, offices, works, wharves, roads, railways, tramways, 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.
- (g) 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, 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 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.

- (h) 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, Debenture Stock, or securities that may be agreed upon, and to hold and retain, or sell, mortgage, and deal with any Shares, Debentures, Debenture Stock, or securities so received.
- (i) 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.
- (j) 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.
- (k) 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.
- (l) 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, raised, or owing 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.

- (m) 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.
- (n) To apply for, promote, and obtain any necessary authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, 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.
- (o) 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.
- (p) 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.
- (q) 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.
- (r) 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 commissions

to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any Shares, Debentures, Debenture Stock, or securities of this Company.

- (s) 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 employés, or may be connected with any town or place where the Company carries on business; 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; to make payments towards insurance; and to form and contribute to provident and benefit funds for the benefit of any persons employed by the Company.
- (t) To procure the Company to be registered or recognised in any Colony or Dependency and in any Foreign Country or Place.
- (u) 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, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.
- (v) 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.
- (w) To distribute among the Members of the Company in kind any property of the Company, and in particular to sell or distribute any shares, debentures, or securities of other companies belonging to this Company, or of which this Company may have the power of disposing.

(a) 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 Five Thousand Pounds, divided into Five Hundred Shares of Ten Pounds each. The Company has power from time to time to increase or reduce its Capital, and to issue any Shares in the original or increased Capital with preferred, deferred, or other special rights, or with such restrictions, whether in regard to Dividend, voting, return of Capital, or otherwise, as the Company may from time to time by Special Resolution determine.

do hereby 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. | Number of Shares taken by each Subscriber. |
|--|--|
| <i>Stacy Perry</i> <i>Buyer Union Ownership Solicitor</i> | <i>one</i> |
| <i>Richard Hughes</i> <i>Willow Street</i> <i>Owensby</i> <i>Veterinary Surgeon</i> | <i>One</i> |

Dated the 8th day of December 1911.

Witness to the above Signatures—

Joseph W. Livingston
Solicitor

Owensby

"The Companies (Consolidation) Act, 1908."

COMPANY LIMITED BY SHARES.

DUPLICATE

Articles of Association

OF

**THE SWEENEY (OSWESTRY) BRICK COMPANY,
LIMITED.**



PRELIMINARY.

1. The Regulations contained in Table A, in the First Schedule to The Companies (Consolidation) Act, 1908 (such Table being hereinafter referred to as "Table A"), shall apply to the Company save in so far as they are excluded or varied hereby, that is to say: the Clauses of Table A numbered 2, 5, 29, 35 to 40, 46, 68, 69, 70, 73, 77, 88, 111, and 114 shall not apply to this Company; but in lieu thereof, and in addition to the remaining Clauses of Table A, the following shall be the Regulations of the Company.

2. It shall be lawful for the Company to pay a commission to any person in consideration of his subscribing or agreeing to subscribe, whether absolutely or conditionally, for any Shares of the Company, or procuring or agreeing to procure subscriptions, whether absolute or conditional, for any Shares in the Company to any amount not exceeding Two Shillings per Share.

3. The Company shall not offer any of its Shares or Debentures to the public for subscription.

4. The number of the Members of the Company (exclusive of persons who are in the employment of the Company) shall not at any time exceed fifty.

5. The Company shall be entitled to treat the person whose name appears upon the Register in respect of any Share as the absolute owner thereof, and shall not be under any obligation to recognise any trust or equity or equitable claim to or partial interest in such Share, whether or not it shall have express or other notice thereof.

CALLS ON SHARES.

6. A Call may be made payable by instalments.

7. No Call shall exceed one half of the amount of the Share, and Clause 12 of Table A shall be modified accordingly.

8. A Call shall be deemed to have been made at the time when the resolution of the Directors authorising such Call was passed.

9. If by the conditions of allotment any amount is payable in respect of any Shares by instalments at any fixed times, every such instalment shall be payable as if it were a Call duly made by the Directors of which due notice had been given.

FORFEITURE OF SHARES AND LIEN.

10. When any Shares shall have been forfeited, an entry shall forthwith be made in the Register of Members of the Company stating the forfeiture and the date thereof, and so soon as the Shares so forfeited shall have been disposed of an entry shall also be made of the manner and date of the disposal thereof.

11. The lien conferred by Clause 9 of Table A shall attach to fully paid Shares, and to all Shares registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of several joint holders.

12. An entry in the Minute Book of the Company of the forfeiture of any Shares, or that any Shares have been sold to satisfy a lien of the Company, shall be sufficient evidence, as against all persons entitled to such Shares, that the said Shares were properly forfeited or sold; and such entry, and the receipt of the Company for the price of such Shares, shall constitute a good title to such Shares, and the name of the purchaser shall be entered in the Register as a Member of the Company, and

thereupon cause the name of the purchasing Member to be entered in the Register as the holder of the Share, and shall hold the purchase money in trust for the proposing transferor. The receipt of the Company for the purchase money shall be a good discharge to the purchasing Member, and after his name has been entered in the Register in purported exercise of the aforesaid power, the validity of the proceedings shall not be questioned by any person.

18. If the Company shall not within the space of twenty-eight days after being served with the transfer notice find a Member willing to purchase the Shares comprised therein, and give notice in manner aforesaid, the proposing transferor shall at any time within three months afterwards be at liberty (subject to Article 21 hereof) to sell and transfer the Shares (or those not placed) to any person and at any price.

19. All Shares specified in any transfer notice given to the Company pursuant to Article 14 hereof shall be offered to the Members in proportion as nearly as may be to their holding of Shares in the Company.

20. Any Shares may be transferred by a Member to any child or other issue, son-in-law, daughter-in-law, father, mother, uncle, aunt, brother, sister, nephew, niece, wife, or husband of any Member, and any Share 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, uncle, aunt, brother, sister, nephew, niece, widow, or widower of such deceased Member to or in trust for whom such deceased Member may have bequeathed the same, save that except as to a child or other issue, son-in-law, daughter-in-law, or widow, such bequest must have been a specific one, and Shares standing in the names 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 Article 13 hereof shall not apply to any transfer authorised by this Article.

21. The Directors may refuse to register any transfer of a Share where (a) the Company has a lien on the Share, or where (b) the Directors are of opinion that the proposed transferee not being already a Member is not a desirable person to admit to Member-

ship, and the Directors shall not be required or bound to state their reason for such refusal, but subdivision (b) of this Article shall not apply to a transfer under Article 20 hereof, and Articles 20 and 27 of Table A shall be modified accordingly.

BORROWING POWERS.

22. The Directors may raise or borrow money for the purposes of the Company's 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 or not so charged, but so that the whole amount so borrowed or raised and outstanding at any one time shall not, without the consent of the Company in General Meeting, 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.

23. The Register of Mortgages shall be open to the inspection of any creditor or Member of the Company without payment, and of any other person on payment of the sum of One Shilling for each inspection.

24. A Register of the holders of the Debentures of the Company shall be kept at the Registered Office of the Company, and shall be open to inspection by the registered holders of such Debentures and the holders of Shares in the Company, subject to such restrictions as the Company in General Meeting may impose. The Directors may close such Register for such period or periods as they may think fit, not exceeding in the aggregate thirty days in each year.

GENERAL MEETINGS.

25. The Annual General Meeting of the Company shall be held in the month of February or March in each year at such time and place as the Directors shall appoint. In default of a General Meeting being so held, a General Meeting may be convened, to be held at any time during the next succeeding month, by any two Members in the same manner as nearly as possible as that in which Meetings are to be convened by the Directors.

VOTES OF MEMBERS.

26. A poll shall be taken whenever demanded by two or more Members together holding or representing by proxy not less than one tenth of the Capital of the Company for the time being issued, and Clause 56 of Table A shall be read as if this power to demand a poll were substituted for the powers therein contained.

27. A corporation being a Member of the Company may, by minute of its directors, appoint any person to act as its representative at any Meeting of the Company, and such representative shall be entitled to exercise the same functions on behalf of the corporation which he represents as if he had been an individual Member of the Company.

DIRECTORS.

28. The number of Directors shall not be less than three or more than twelve.

29. The following persons shall be the first Directors of the Company:—*Henry* JOHN EVANS, SAMUEL PRYCE PARRY, CHARLES EDMONDSON WILLIAMS, THOMAS HENRY ELLIS, GEORGE WILLIAM FERRINGTON, and RICHARD HUGHES, all of Oswestry; JOHN RICHARDS, of Llynelys, near Oswestry; BERTIE EDWARD PARKER LEIGHTON, of Sweeney Hall, near Oswestry; ROBERT JOHN ROBERTS, of Oswestry; and JAMES DYSON LONSDALE, of St. Anne's-on-the-Sea; and they shall hold office for such time as the Shareholders may in General Meeting from time to time determine, and failing any such determination they shall continue to hold office from year to year, and Clauses 78 to 86 of Table A shall be modified accordingly.

30. There shall be added to Clause 85 of Table A the words "Provided always that the total number of Directors shall not at any time exceed the maximum hereinbefore mentioned."

31. The qualification of every Director shall be the holding, in his own right and as sole holder, of Shares or Stock of the Company to the nominal value of not less than One Hundred Pounds. A first Director may act before acquiring his qualification, but shall in any case acquire his qualification within one month

of being appointed a Director; and if such qualification shall not have been otherwise acquired within the time aforesaid he shall be deemed to have agreed with the Company to take from the Company so many Shares as shall be necessary to make up with the Shares or Stock (if any) which he then holds the amount of his said qualification, and his name shall be entered in the Register of Members accordingly.

32. The remuneration of the Directors shall be such as the Company shall in General Meeting from time to time determine.

33. The quorum of Directors for transacting business shall, unless otherwise fixed by the Directors, be two. Any two Directors may, and the Secretary shall at any time on the requisition of two Directors, call or summon a Directors' Meeting, and Clause 87 of Table A shall be modified accordingly.

DISQUALIFICATION OF DIRECTORS.

34. The office of a Director shall be vacated—

- (a) If he become bankrupt or insolvent or compound with his creditors.
- (b) If he become of unsound mind or be found a lunatic.
- (c) If he be convicted of an indictable offence.
- (d) If he cease to hold the necessary qualification in Shares or Stock, or do not obtain same within one month from the date of his appointment.
- (e) If he absent himself from the Meetings of Directors for a period of six months without special leave of absence from the other Directors.
- (f) If he give the Directors one month's notice in writing that he resigns his office.

but any act done in good faith by a Director whose office is vacated as aforesaid shall be valid unless, prior to the doing of such act, written notice shall have been served upon the Directors or an entry shall have been made in the Directors' Minute Book stating that such Director has ceased to be a Director of the Company.

35. 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.

MANAGING DIRECTOR.

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.

NOTICES.

37. Where a notice is sent by post, it shall be deemed to have been served at the expiration of twenty-four hours after it was posted, and Clause 110 of Table A shall be modified accordingly.

38. A Member who has no registered address in the United Kingdom, and has not supplied to the Company an address within the United Kingdom for the giving of notices to him, shall not be entitled to receive any notices from the Company.

WINDING UP.

39. With the sanction of an Extraordinary Resolution of the Shareholders any part of the assets of the Company, including

any shares in other companies, may be divided between the Members of the Company in specie, or may be vested in trustees for the benefit of such Members, and the liquidation of the Company may be closed and the Company dissolved, but so that no Member shall be compelled to accept any shares whereon there is any liability.

40. The assets of the Company available for distribution among the Members shall be applied—First, in repaying to the holders of Preference Shares (if any) the amounts paid up or credited as paid up on such Preference Shares respectively; Secondly, in repaying to the holders of Ordinary Shares the amounts paid up or credited as paid up on such Ordinary Shares respectively; and the balance (if any) shall be distributed among all the holders of Shares in the Company in proportion to the number of Shares held by them respectively.

NAMES, ADDRESSES, AND DESCRIPTIONS OF SUBSCRIBERS.

George Barry

Bywater's Oswestry Solicitor

Richard Hughes

Wellow Street

Oswestry

Veterinary Surgeon

Dated the 8th day of December, 1911.

Witness to the above Signatures—

George W. Farrington
Solicitor
Oswestry.

"The Companies (Consolidation) Act, 1908."

COMPANY LIMITED BY SHARES.

DUPLICATE
Memorandum

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Articles of Association

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**Sweeney (Oswestry) Brick Company,
LIMITED.**

Incorporated the ^{11th} day of December, 1911.

Solicitors:

**JACKSON & FERRINGTON,
OSWESTRY.**