

Name of Company ... *THE UNDERMINTION DOCUMENTS ARE STORED AWAY FROM* ...

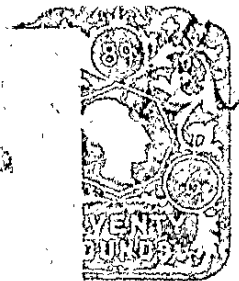
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EUSH HOUSE BUT ARE AVAILABLE FOR INSPECTION ON REQUEST
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 THE APPLICATION.

ANNUAL RETURN

Vol. No.	Serial No.	Year	Vol. No.	Serial No.	Year	Vol. No.	Serial No.	Year
Vol. 1	2	1889	Vol. 1	57	1929			
	8	1890		59	1930			
	9	1891		60	1931			
	10	1892		61	1932			
	11	1893		62	1933			
	12	1894		63	1934			
	13	1895		64	1935			
	15	1896		65	1936			
	16	1897		66	1937			
	17	1898		67	1938			
	18	1899		68	1939			
	20	1900		69	1940			
	22	1901		70	1941			
	23	1902		71	1942			
	24	1903		72	1943			
	25	1904		73	1944			
	26	1905		74	1945			
	27	1906		75	1946			
	28	1907		76	1947			
	29	1908		78	1948			
	30	1909		79	1949			
	32	1910						
	34	1911						
	35	1912						
	36	1913						
	37	1914						
	38	1915						
	39	1916						
	40	1917						
	41	1918						
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	43	1920						
	44	1921						
	45	1922						
	46	1923						
	47	1924						
	48	1925						
	49	1926						
	50	1927						
	51	1928						

Return of Allotments

Vol. No.	Serial No.	Year
Vol. 1	53	1925



14876

13 JUL 1889

Torres

COMPANY LIMITED.

STATEMENT of the Nominal Capital made pursuant to s. 11 of 51 Vict.,

8, Customs and Inland Revenue Act, 1888. (NOTE.—The Stamp Duty on the

Nominal Capital is Two Shillings for every £100 or fraction of £100.)

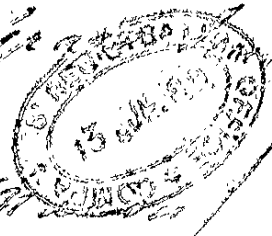
This statement is to be filed with the Memorandum of Association, or other Document,

in the Company is registered.

sent for registration by

Andrew John & Co.

*We do hereby certify
that the above
Statement of the
Nominal Capital
of the above
Company is correct
and true.*



The NOMINAL CAPITAL of the

Forke

Company, Limited,

is £ *70,000*, divided into *7000* shares of £ *10*

each.

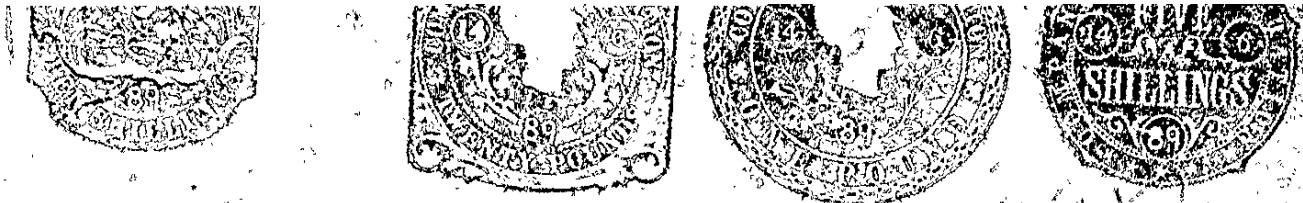
Signature *Andrew John Mack*
14 South Square Gray Inn

Description *Director*

Agent for Edwin F. Marmar
Thamesing Lane

Date *13. June 1887* Done for the Company

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



THE COMPANIES' ACTS, 1862 TO 1886.

COMPANY LIMITED BY SHARES.

Memorandum of Association
OF
TONKS LIMITED.

14277
13 JUN 1889

1. The name of the Company is TONKS 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 Brassfounders, Copper Smiths, Wrought and Cast Iron Workers, Wire Workers, Stampers, Piercers, Electro Platers, Engravers, Makers of Tubes, Gas and Electric Light Fittings, Monumental Brasses, Lecterns and other Ecclesiastical Metal Work, Shop Fronts and generally of all Metal Work used in fitting and decorating Public and Private Buildings, Furniture, Shops, &c.; Factors, Merchants, and Dealers in Metal and other Ware of all sorts in connection with or ancillary to a business of the above description.
 - (b) To acquire, on the terms of a Provisional Agreement dated the 9th day of April, 1889, and made between Edmund Tonks and William Henry Tonks on the one part and George Thompson contracting on behalf of the Company which was then intended to be formed of the other part, with or without any modification which the Directors of the Company may agree to, (1) the land and buildings situate in or near Moseley Street and Lombard Street respectively at Birmingham.

REGISTRATION OFFICE
13 JUN 89

in the County of Warwick, heretofore used and occupied by the said Edmund Tonks and William Henry Tonks for the purposes of their business of Brassfounders, (2) the Goodwill of the said Business, (3) all Book-debts owing to the said Edmund Tonks and William Henry Tonks on account of the said business, (4) all patent rights for the processes used in the said business belonging to the said Edmund Tonks and William Henry Tonks, and (5) all Stock-in-trade, Movable Plant and Machinery, Tools, Furniture, Bills of Exchange, Cash and other effects belonging to the said Edmund Tonks and William Henry Tonks as partners in the said business.

- (c) To purchase or otherwise acquire and undertake all or any part of the business, property and liabilities of any person or Company carrying on any business which this Company is authorised to carry on or possessed of property suitable for the purposes of this Company.
- (d) To promote any other Company for the purpose of acquiring all or any of the property and liabilities of this Company, or of advancing directly or indirectly the objects or interests thereof, and to take or otherwise acquire and hold Shares in any such Company, and to guarantee the payment of any debentures or other securities issued by any such Company.
- (e) To take or otherwise acquire and hold Shares 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 enter into partnership or into any arrangement for sharing profits, union of interests or co-operation with any person or Company carrying on or about to carry on any business which this Company is authorised to carry on, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company.
- (g) To purchase, take on lease or in exchange, hire or otherwise acquire any real and personal property and any patent or other rights or privileges which the Company may think necessary or

convenient for the purpose of its business, and in particular any lands, buildings, easements, machinery, plant and stock-in-trade, furniture, fixtures, fittings and effects.

- (h) To sell the undertaking of the Company or any part thereof for such consideration as the Company may think fit and in particular for shares, debentures or securities of any other company having objects altogether or in part similar to those of this Company.
- (i) To amalgamate with any other Company having objects altogether or in part similar to those of this Company.
- (j) To make, accept, endorse and execute promissory notes, bills of exchange and other negotiable instruments.
- (k) To construct, maintain and alter any buildings or works necessary or convenient for the purposes of the Company.
- (l) To raise and borrow money for the purposes of the Company, and to charge the same and the interest thereof upon all or any of the Company's property (whether present or future) including its uncalled capital.
- (m) To sell, improve, manage, develop, lease, mortgage, dispose of or otherwise deal with all or any part of the property of the Company.
- (n) To do all such other things as are incidental or conducive to the attainment of the above objects.

4. The liability of the members is limited.

5. The Capital of the Company is £70,000, divided into 7,000 Shares of £10 each, and Preferred Shares may be created on increase of Capital if the resolution for creating the same is passed at a General Meeting of the Company by a majority in number as well as in value of the members present personally or by proxy.

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

Dated the twelfth day of June 1889.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.	Number of Shares taken by each Subscriber.
Edmund Parkwood Grange Knowle Warrickshire Brassfounder	one
William Henry Toke, The Rectory Lutter Collyer Warrickshire	one
108 Elizabeth Street Birmingham Barrington & Co. Ltd. Solicitors of and occupiers of	one
William Toke 312. Hagley Road Birmingham Brassfounder	one
Henry Toke, Esq. Pall Mall Place London	one
John Edgar Toke Parkwood Grange Lutter Collyer Warrickshire	one
Arthur J. Toke Parkwood Grange Lutter Collyer Warrickshire	

Witness to all the above
signatures

Edmund Toke

Solicitor
J. B. Toke
Birmingham

The Yonks

Limited, is Incorporated under the Companies' Acts, 1862 to 1884, as a Limited

Company, this thirteenth day of June

One thousand eight hundred and eighty nine

Wm B. Kench

Assistant-Register of Joint Stock Companies.

Certificate of Incorporation received by:—

Geo. Parkers

Arthur John Hunt

14 South Square Gray's Inn
London

Date 15 June 1889

THE COMPANIES' ACTS, 1862 TO 1886.

COMPANY LIMITED BY SHARES.

Articles of Association
or
TONKS LIMITED.

INTERPRETATION.

1. The following expressions in these Articles shall (unless the subject or context be repugnant to such construction) have the following meanings respectively:—

The "Board" means the Directors of the Company for the time being, or a quorum of such Directors assembled at a Meeting of such Directors duly convened.

The "Company" means Tonks Limited.

The "Directors" means the Directors of the Company.

"Meeting" means a General Meeting of the Company.

The "Provisional Agreement" means the Provisional Agreement of the 9th day of April, 1883, mentioned in the Memorandum of Association.

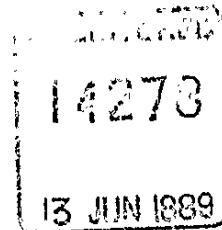
"Representative" means Liquidators or Liquidator, or Administrators or Administrator.

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

"Share" means Shares in the Company.

"Special Resolution" means a Special Resolution as defined by the 61st Section of the Companies' Act, 1862.

Words importing the singular include the plural, and words importing the plural include the singular, and words importing the masculine include the feminine.



CONSTITUTION.

2. The regulations of table A in the first Schedule to the Companies' Act, 1862, shall not apply to the Company, except so far as they are expressly or in substance repeated in these Articles.

PROVISIONAL AGREEMENT.

3. The Company shall adopt the Provisional Agreement, and the Directors shall, as soon as may be after the incorporation of the Company, affix the Seal to a Supplemental Agreement to be made between the Vendors named in the Provisional Agreement and the Company, and to be endorsed on the Provisional Agreement, and shall procure the Provisional Agreement, with the Supplemental Agreement endorsed thereon, to be filed with the Registrar of Joint Stock Companies.

CAPITAL.

4. The Capital of the Company may be increased or reduced, and the Shares herein may be consolidated and sub-divided into shares of larger or smaller amount, and shares not taken or agreed to be taken may be cancelled.

5. The Shares to be issued on any increase of capital may have attached to them any privilege or preference in the matter of dividends, or in the distribution of surplus assets on winding up, if the Resolution for the same is passed at a Meeting by a majority in number, as well as in value of the Members present, personally or by proxy.

ALLOTMENT OF SHARES.

6. 4,500 of the original 7,000 Shares shall be allotted in accordance with the Provisional Agreement and shall be credited on allotment as fully paid up. The remaining 2,500 of the original 7,000 Shares shall not be allotted to any person or persons other than the Signatories of the Memorandum of Association, if any of these Signatories are or is willing to take the same.

7. The Shares to be issued on any increase of Capital shall be offered in the first instance to the Members of the Company in proportion to the amount of Capital then held by them.

8. Subject to the foregoing special provisions, all Shares in the Company may be allotted by the Directors to such persons and on such terms as they may think fit. And in particular Shares allotted in consideration of property transferred or services rendered to the Company, may be credited on allotment as wholly or partially paid up.

9. The Directors may cancel the allotment of any share, with the consent of the person to whom such share has been allotted.

HOLDING OF SHARES.

10. The Registered Holders of Shares shall in all cases be the absolute owners thereof so far as the Company and the Directors are concerned, and neither the Company nor the Directors shall be affected by notice, whether constructive or actual, of any trust attaching to or any equitable or other claim upon any share.

11. The Directors shall not be obliged to register any infant or person of unsound mind as the holder of any Share, but in any case where the title to a Share shall be such that an infant if of full age, or a person of unsound mind if of sound mind would have the right to be registered as the holder thereof, the natural or other Guardian of such infant or the Committee of such person of unsound mind may on producing to the Directors such evidence as they shall require of the fact that he holds such office, be registered as the holder of such share, and may afterwards transfer the same subject to the general regulations of these Articles touching the transfer of shares.

12. Each Member of the Company shall be entitled to a Certificate under the seal specifying the shares held by him and the amounts paid up thereon.

13. If any such Certificate as aforesaid shall be worn out or lost, the holder of the Shares to which the same relates may on producing to the Directors the worn out Certificate or such evidence as they shall require of the loss of the Certificate and on payment to the Company of a fee of one shilling, have a fresh Certificate.

CALLS.

14. Joint holders of Shares shall be severally as well as jointly liable for the Calls thereon.

15. A Call shall be deemed to have been made at the date of the resolution of the Board authorising the same.

8. Subject to the foregoing special provisions, all Shares in the Company may be allotted by the Directors to such persons and on such terms as they may think fit. And in particular Shares allotted in consideration of property transferred or services rendered to the Company, may be credited on allotment as wholly or partially paid up.

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TRANSMISSION AND TRANSFER OF SHARES.

16. Every Shareholder may by Will dispose of any Share held by him in favour of any person or persons being already a Shareholder or Shareholders.

17. Every Shareholder may transfer Shares to any other person or persons being already a Shareholder or Shareholders.

18. Each of them the said Edmund Tonks and William Henry Tonks may in his lifetime transfer Shares to any son or daughter of his.

19. No person holding a Share as representative of a deceased Shareholder shall transfer or otherwise dispose of the same without having previously offered the same through the Directors to the existing Shareholders in the manner prescribed by Article 22.

20. Any person holding a Share as Guardian of an infant person or as Committee of any person of unsound mind, may transfer the same to such person or his representative on producing to the Directors such evidence as they shall require that such person if previously an infant has attained majority, or if previously of unsound mind has become of sound mind, or that such person has died leaving such representative.

21. Unless it be in pursuance of some one of the foregoing provisions no Share shall be transferred to or so that the joint holders thereof would include a person not already a Member if there is any Member ready and willing to purchase the same subject to the conditions hereinafter prescribed.

22. In every case of a Member desiring to dispose of Shares not by transferring them to another Member and not in pursuance of any one of the foregoing provisions, or of a representative desiring to dispose of any Share, the following course shall be adopted:—

(i) As among the Members there shall be established at all times an agreed minimum price per share which at starting shall be the par value, and afterwards shall be fixed every year for the ensuing year by a Resolution of the Company passed at the ordinary Annual Meeting, or in the absence of such a Resolution shall be the same as in the last preceding year.

(ii) A Member or representative desiring to dispose of Shares shall give to the Directors a written notice to that effect, which shall constitute them his Agents for the sale of such Shares at a price not less than the minimum for the time being.

(iii.) The Directors, on receipt of such notice, shall proceed to ascertain in such manner as they shall think fit, whether or not any Member is ready and willing to purchase such shares at the minimum or any higher price.

(iv.) If two or more Members are severally ready and willing to purchase such shares or any of them on such terms, the Directors may give the preference to any one of such Members save that they shall be bound to accept the highest bidder if any one bid more than the rest.

(v.) If a sale is effected by the Directors in manner aforesaid, they may effectually transfer such shares to the purchaser thereof, and give to him a valid receipt for the purchase money, which they shall hold in trust for the Member whose shares have been sold.

(vi.) If 28 full days shall elapse after the receipt of such notice by the Directors without their having sold such shares in manner aforesaid and actually received the purchase money for the same, then the giver of such notice may on the expiration of such period or at any time not later than 12 calendar months afterwards, deal with such shares, on the assumption that no Member is ready and willing to purchase the same.

(vii.) The giver of such notice may withdraw the same at any time before such shares have been actually transferred to some Member or Members, but a Member or Representative having given and withdrawn one such notice shall not be allowed to withdraw another such notice within 12 calendar months from the date of withdrawal of the first, except with the consent of the Directors.

23. All transfers of Shares shall be executed by both the transferor and the transferee, and shall be deposited at the Office of the Company together with the Certificate of the Shares transferred, and on the occasion of every transfer there shall be paid, by the transferor or the transferee, to the Company a fee of two shillings and sixpence.

24. On every transfer the transferor shall be deemed the holder of the Shares transferred until the transferee is registered as the holder of the same.

25. Transfers of Shares shall be in the following form or as nearly so as the circumstances of the case will permit:—

A. B. of paid to him,
in consideration of
heroby transfers to C. D. of
the Shares numbered standing in the name of
the said A. B. in the Share Register of Tonks Limited,
subject to the conditions on which the same are held at the date of
this transfer, and the said C. D. hereby accepts
the said Shares subject as aforesaid, as witness the hands of the said
A. B. and C. D. respectively,
the day of

26. The Directors may decline to register any transfer of shares made by a person who is indebted to the Company.

27. The Directors may without assigning any reason decline to register any person as transferee of any share, but this provision shall not be applicable to the case of a transfer to a person already a Member of the Company or to a transfer by either of them the said Edmund Tonks and William Henry Tonks to any son or daughter of his, or to a transfer by a Guardian or Committee under any of the provisions hereinbefore contained.

28. Shares held by several persons jointly shall on the death of any one of them be registered in the name or names of the survivor or survivors of them.

29. The Representative of a deceased Shareholder shall alone be recognised as having any right to Shares registered in the name of such shareholder alone, whether as the survivor of several joint holders or otherwise.

30. The Directors may cause the Transfer Books to be closed during such periods as they shall think fit, so that it be not for more than fourteen days at any one time, nor for more than twenty-eight days in any one year.

LIEN ON SHARES.

31. The Company shall have a lien paramount to all other Claims on all Shares registered in the name of any Member for all debts owing to the Company from such Member, alone or jointly with anyone else and whether presently payable or not, and the lien created by this Article shall extend to the interest in any Share held jointly of any of the joint holders thereof.

32. For giving effect to any such lien as aforesaid, the Directors may of their own authority at any time sell and effectually transfer all or any of the Shares

affected thereby to any person or persons, and apply the proceeds in or towards satisfaction of the debt in respect of which the lien exists. But such sale shall not be made until after three calendar months' notice in writing to the holder of such Shares. Provided always that the want of such notice shall not affect the title of any person or persons purchasing any such shares from the Directors.

33. In every case of the Directors enforcing by sale a lien on Shares, they shall proceed as if under a notice from the holder of his desire to dispose of such Shares. And the Directors shall not sell such Shares to any one not a Member of the Company until they shall have satisfied themselves that there is no Member of the Company willing to purchase the same at the minimum price for the time being; and if the same can only be sold outside the Company at a lower price, the same shall be offered again to the existing Members at such lower price. Provided always that no purchaser of any such Shares from the Directors shall be bound to inquire whether or not they have complied with this Article.

DEBENTURES AND BORROWING POWERS.

34. The Directors on behalf of the Company shall issue in accordance with the Provisional Agreement the Debentures therein mentioned, and may when and as they shall think fit issue other Debentures to any amount.

35. The Directors shall cause the Debentures issued in accordance with the Provisional Agreement to be secured in manner therein mentioned, and all other Debentures may be made to contain a floating or other charge on the whole or any part of the Capital, Stock, Goods, Chattels, and Effects including uncalled Capital and undertaking of the Company, and may also or in lieu thereof be secured by a Trust Deed or Covering Mortgage affecting any property of the Company or may be otherwise secured in such manner as the Directors may think fit.

36. The Directors may from time to time borrow on behalf of the Company such sums of money as they may think fit, and may arrange for an overdraft of the Company's banking account, and may give for any money so borrowed or for the amount of any such overdraft such security as they may think fit on any property of the Company.

DIRECTORS.

37. The number of Directors shall be not more than five nor less than three.

38. The first Directors shall be the said Edmund Tonks and William Henry Tonks, and William Tonks, John Edgar Tonks and Arthur George Tonks, sons of the said Edmund Tonks.

39. The qualification of a Director shall be the holding of not less than ten Shares.

40. The said Edmund Tonks and William Henry Tonks shall respectively remain Directors so long as they respectively hold the necessary qualification.

41. At each Ordinary Meeting after the Statutory Meeting, every Director other than the said Edmund Tonks and William Henry Tonks respectively shall retire, and the meeting shall elect a duly qualified Member in his place.

42. Every retiring Director may be re-elected and shall be deemed to offer himself for re-election, unless he has given to the Company notice in writing of a contrary intention; and if at any meeting the place of any retiring Director is not filled up, he shall be taken to have been re-elected. But this present Article shall not be applicable to the case of a Director who has resigned or become disqualified.

43. A Director actually retiring at any meeting shall hold office until the conclusion of such meeting.

44. No Member other than a retiring Director, or a person proposed by the Directors, shall be eligible as Director, unless notice of his candidature be given in writing to the Directors at a date not less than fourteen nor more than twenty-eight days before the meeting at which he is to be proposed.

DISQUALIFICATION OF DIRECTORS.

45. A Director shall vacate his office:—

- (a) If he ceases to hold the necessary number of Shares.
- (b) If he become bankrupt, or his affairs are liquidated by arrangement with his creditors under Act of Parliament or otherwise.
- (c) If he become of unsound mind.
- (d) If, except in the case of the said Edmund Tonks and William Henry Tonks respectively, he cease to attend the meetings of the Board for six consecutive months without the sanction of the Board.

But the actual vacating of his office shall not take place until a resolution of the Board has been passed declaring the same to be vacant.

MEETINGS AND PROCEEDINGS OF THE BOARD.

46. The meetings of the Board shall be held at such times and places as the Board may determine.

47. The first Chairman of the Board shall be the said William Henry Tonks, and he shall hold that office so long and at such times as he shall be a Director of the Company.

48. Subject to the appointment hereby made, the Board shall elect a Chairman and may elect a Vice-chairman, and shall determine the period for which they respectively are to hold office.

49. At any Meeting of the Board, if the Chairman is absent and there is no Vice-chairman or none present, the Directors present may elect a Chairman.

50. The Chairman or Vice-chairman, or any two Directors may at any time summon a Meeting of the Board at the Registered Office of the Company or the usual place of meeting, by notice to be posted to each of the other Directors at his registered address three clear days before the day of the proposed meeting.

51. The Quorum of Directors necessary for the transaction of business shall be two.

52. All questions arising at a Meeting of the Board shall be decided by a majority of votes; and in case of equality the Chairman of such Meeting shall have a second or casting vote.

53. No Director shall vote at any Meeting of the Board on a question in which he has a personal interest apart from his interest as a Member or Debenture holder of the Company, unless all the Directors present have similar or equal interests.

POWERS OF DIRECTORS.

54. The Directors may act in all things notwithstanding any vacancy in their number, and all acts done by the Directors or by persons acting as such shall be valid for all purposes, notwithstanding any irregularity of appointment or disqualification.

55. The Directors may exercise all powers of the Company within the scope of the Memorandum of Association which are not by statute, or expressly by these Articles, made exercisable by the Company in General Meeting.

56. The said William Henry Tunks so long as he is willing and able to act and hold at least three-fifths of the whole share capital, shall hold the post of Managing Director of the Company's business, with a salary of £100 a year. If and when the said William Henry Tunks shall have vacated the post of Managing Director, the Directors may appoint any one or more of their number to be Managing Director of or to otherwise specially superintend or transact the Company's business, or any particular department thereof, at such salary as the Board may determine, and may put an end to and renew any such appointment.

57. The Directors may on behalf of the Company appoint and employ such officers, agents, clerks, servants and workmen, and at such salaries and wages as the Directors may think fit, and may put an end to and renew any such appointment or employment.

58. The Directors may cause any real or leasehold property belonging to or acquired on behalf of the Company to be conveyed to or otherwise vested in any two or more persons being themselves Directors in trust for the Company, and may make such provisions as they shall think fit for the appointment of new Trustees, being always Directors

REMUNERATION OF DIRECTORS.

59. The remuneration (if any) of the Directors, apart from all salaries paid to any of them as Managing Director, or in respect of the Special Superintendence or transaction of business under the foregoing provisions in that behalf, shall be such as the Company may from time to time determine in General Meeting.

SEAL.

60. The Seal shall not at any time be affixed to any document, except under a resolution of the Board, and the affixing thereof shall always be done in the presence of and be attested by two Directors.

DIVIDENDS AND RESERVE.

61. The Directors may, with the sanction of the Company in General Meeting, declare dividends to be paid to the Members in proportion to the amount paid or credited as paid on their shares, and may also, at their own discretion, pay to the Members interim dividends in anticipation of the full current dividends respectively.

62. No dividend or interim dividend shall be paid except out of the profits derived from the business of the Company or out of a reserve fund formed as hereinafter mentioned.

63. The Directors may deduct from the dividends payable to any Member all sums due from such Member to the Company on account of calls or otherwise.

64. No dividend shall bear interest against the Company.

65. The Directors may in any year before declaring a dividend set aside out of the profits of the business such a sum as they shall think fit to form a reserve fund for meeting contingencies, equalising dividends and other fluctuating circumstances.

66. The Directors may invest any money set aside as aforesaid in such manner as they shall think fit, and may from time to time apply the fund so formed and the income thereof to any of the purposes for which the reserve fund has been before authorised to be made.

GENERAL MEETINGS.

67. There shall be held one General Meeting (apart from the Statutory Meeting) in every year at some time in November or December to be fixed by the Directors and at such place as they may determine.

68. The Directors may at any time convene a General Meeting by notice stating the object thereof, and they shall do so on the requisition in writing of any Member holding or of any Members together holding not less than one-tenth part of the Capital of the Company then paid up or credited as paid up, or if for twenty-one days after receipt of such a requisition the Directors shall neglect to convene the Meeting the Member or Members making such requisition may convene the same.

69. Notice of Meetings specifying the day, hour, place and special business (if any) shall be given to each Member entitled to be present not less than seven clear days before the days fixed for such Meetings respectively, but the non-receipt of notice by any Member shall not invalidate the proceedings at any Meeting.

PROCEDURE AT GENERAL MEETINGS.

70. No special business shall be transacted at any Meeting unless notice thereof has been given as aforesaid, and all business shall be deemed special except sanctioning a dividend, consideration of accounts, balance sheets and ordinary reports of Directors and Auditors and election of Directors and Auditors.

71. To form a quorum at a Meeting it shall be necessary for three Members to be personally present, and if on any occasion there is not a quorum within half-an-hour from the time appointed the Meeting shall stand adjourned for one week, at the same time and place; and if at the adjourned Meeting there is not a quorum within half-an-hour from the time appointed the Members present may proceed to business.

72. The Chairman, or if absent the Vice-Chairman (if any) of the Board shall preside at every General Meeting; and if at any Meeting there is neither Chairman nor Vice-Chairman present, then a Director appointed for that purpose by the Board or failing such Director then a Member appointed by the Meeting shall preside.

73. The Chairman of any Meeting may with the consent of such Meeting, adjourn the same from time to time and from place to place, but at any adjourned Meeting no business shall be transacted other than that for which the Meeting was originally convened, and which has been left unfinished on adjournment.

74. All questions at a General Meeting shall be decided by a simple majority of votes, unless otherwise enacted or provided by any Act of Parliament or by the foregoing Memorandum of Association or by these Articles. The voting shall be

taken by poll, conducted in such manner as the Chairman of the Meeting may direct, and the result of the poll shall be deemed the resolution of the Company.

75. Every Member of the Company shall have one vote in respect of each share held by him, except Representatives of deceased Shareholders, Committees of Lunatic Shareholders and Guardians of Infant Shareholders, who respectively shall not be entitled to vote or be present at any Meeting of the Company. And in case of equality of votes the Chairman of the Meeting shall on every occasion have a second or casting vote.

76. In case of joint holding of shares, only the person whose name appears first on the Share Register shall be entitled to vote.

77. No Member who is indebted to the Company on account of any call shall be entitled to vote.

78. Members may vote personally or by proxy, but a proxy shall only be good if it be in favour of a Member of the Company.

The Directors shall cause forms of proxies to be prepared and shall furnish the same to the Members on application, and proxies shall only be admissible if in accordance with such forms. Every proxy shall be signed by the Member giving the same.

79. An entry on the Minutes of any Meeting to the effect that a resolution has been carried shall be conclusive proof of that fact.

BANKERS.

80. The Bankers of the Company shall be The Birmingham, District and Counties Banking Company, Limited, or such other Bankers as may from time to time be appointed by the Directors.

ACCOUNTS AND AUDIT.

81. The Directors shall cause proper accounts to be kept of all sums of money received and expended by or on behalf of the Company, and the matters in respect of which such receipts and expenditure take place and of the credits and liabilities of the Company. The books of account shall be kept at the Registered Office of the Company.

82. A Statement of the Accounts, made up to the latest convenient date, shall be laid before each Ordinary Meeting, and once in every year the accounts shall be examined and the correctness of the Balance Sheet ascertained and certified by one or more Auditor or Auditors.

83. The first Auditors shall be Messrs. Mayo, Powell and Thompson and subsequent Auditors shall be appointed by the Company at the Ordinary General Meeting in each year.

84. The Auditors may but need not be Members of the Company, but no person shall be eligible as an Auditor who has any interest which might conflict with the interest of the Company in any matter; and no Director or other Officer of the Company shall, so long as he holds office, be eligible as an Auditor.

85. The remuneration of the Auditors for the time being shall be fixed by the Directors. An Auditor quitting office may be re-elected.

86. If any casual vacancy occur in the office of an Auditor appointed by the Company the Directors may appoint an Auditor in his place.

87. If there be no Auditor appointed as hereinbefore provided the Board of Trade may on the application of not less than three Members of the Company appoint an Auditor for the current year and fix his remuneration.

88. Every Auditor shall be supplied with a copy of the balance-sheet, and it shall be his duty to examine the same with the accounts and vouchers relating thereto, and he shall also be supplied with a list of all books of account kept by the Company, and shall at all reasonable times have access to such books. The Auditors may, at the expense of the Company, employ such Accountants and other persons as they shall find necessary to assist them in investigating the accounts, and the Auditors may, in relation to the accounts, examine the Directors and other Officers of the Company.

NOTICES.

89. Notices from the Company or the Directors may be served on Members either personally or by sending the same in a prepaid letter through the post to the registered addresses of the Members respectively; and every notice served by post shall be deemed to have been served on the day following that on which it is posted, whatever may be the time at which it is delivered, and even if not delivered at all.

90. In case of joint holding of Shares, notice duly served on the person whose name appears first on the Share Register shall be notice to all the joint holders.

WINDING-UP.

91. In case of the Company being wound-up voluntarily or otherwise, any person who, at the date of the winding-up or previously, shall have been a Director and who is not the liquidator, may purchase from the liquidator the whole or any part of the property of the Company in the same manner as if such person were an entire stranger to the Company, any rule of law or equity to the contrary notwithstanding.

ARBITRATION.

92. Any and every difference which may arise between the Company and any individual Member or Members thereof, or between Members of the Company as such touching these Articles, or the conduct of the Directors, or the affairs of the Company, shall be referred to two Arbitrators or their Umpire, whose decision shall be final and binding on all parties.

Dated the *14th* day of *June* 1889.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.

~~Edmund~~ ~~Henry~~
 Packwood Grange, Knowle
 Warwickshire Brassfounder
 William Henry Jones
 The Roobey Saloon Collyer Street Harrogate
 Elizabeth Jones Brassfounder
 108 High Road Edgbaston Birmingham
 Minister of no occupation
 William Jones
 312 Edgley Road Birmingham
 Henry Jones Paper Brassfounder
 Packwood Grange
 John Edgley Jones Knowle
 Packwood Grange
 Knowle Brassfounder

Arthur Jones
 Packwood Grange
 Knowle Brassfounder

Witness to all the above
 signatures

Edmund Thomas Mather

Attorney, 26 New Street
 Birmingham

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TONKS LIMITED.

Memorandum AND Articles of Association.

Certificate of Incorporation

Dated the day of 1889.

EDWIN F. MASON & SON,
SOLICITORS,
BIRMINGHAM.

29121. / 14



the Registrar of Joint Stock Companies

the Limited hereby give you notice in accordance with the Companies Act 1862 that the registered office of the Company is situate at ²⁰¹ Mosley Street Birmingham in the County of Warwick.

Dated the 17 day of June 1889.

William Jones, Secretary



Andrew John Hunt
14 South Square High Street
Belle Vue
Messrs Edward F. Mason & Co
Belle Vue

Dated the 17th day of June 1869

Tunks Limited

Notice
to Registrar of Joint Stock
Companies of Registered Office
of the Company.

29131

Andrew John Nash
14 South Square Gray Inn
Essex Street
T. Lewis F. Mason Esq
Essex Street