

Number of Certificate 1197 ChL 4098

(Form No. 25)



THE STAMP ACT, 1891.

(54 & 55 VICT., CH. 39.)

COMPANY LIMITED BY SHARES.

REV. 1
26214
13 SEP 1894

Statement of the Nominal Capital

OF THE

Lumber Pilots Steam Tug Company, Limited.

Pursuant to Section 112 of The Stamp Act, 1891.

NOTE.—The Stamp Duty on the Nominal Capital is Two Shillings for every £100 or fraction of £100.—See last page of this Form.

This Statement is to be filed with the Memorandum of Association, or other Document, when the Company is registered.)

JORDAN & SONS,

Companies' Registration Agents, Printers, and Stationers,
120 CHANCERY LANE, LONDON, W.C.

Presented for filing by



THE NOMINAL CAPITAL

OF THE

Humber & Co's Steam Traction Company, Limited,
is £6,000, divided into *Six hundred*
Shares of *Ten Pounds* each.

Signature

W. H. Bond

Officer

Director

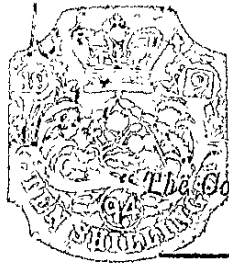
Dated the *Seventeenth* day of

September

1894

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

41942 ER & 409 St 2



The Companies Acts, 1862 to 1890



COMPANY LIMITED BY SHARES.

Memorandum of Association

OF THE

HUMBER PILOTS STEAM CUTTER COMPANY, LIMITED.

RECEIVED
26215
13 SEP 1894

1st. The Name of the Company is "THE HUMBER PILOTS STEAM CUTTER COMPANY, LIMITED."

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

3rd. The Objects for which the Company is established are—

- (a) To purchase, hire, or otherwise contract for and acquire, from any person or persons, Steam and other Ships, Vessels, and Boats suitable for carrying on and conducting the Pilotage of the Port of Kingston-upon-Hull, and of the River Humber, and to maintain, equip, and victual such Ships, Vessels, and Boats.
- (b) To use such ships, vessels, and boats for carrying on and conducting the pilotage of the Port of Kingston-upon-Hull, and of the River Humber, and such other ports or places as may from time to time be authorised or permitted by the Corporation of the Trinity House.
- (c) To exchange, sell, or let out on hire, for a term or otherwise, all or any of the ships, vessels, or boats for the time being belonging to the Company, and to adopt an Agreement in writing intended to be entered into between the Commissioners acting in pursuance of an Act passed in the second and third years of the reign of His Majesty King William IV., entitled "An Act for better regulating

Presented for filing

the Pilotage of the Port of Kingston-upon-Hull, and of the River Humber, and for other purposes relating thereto," of the one part, and the Company of the other part, and the draft of which Agreement is initialed by the Chairman of the said Commissioners, and by three of the Subscribers hereto.

- (d) To purchase, rent, or otherwise acquire, maintain, and use anchorages, jetties, landing stages, slips, and other conveniences, either solely or jointly with any other company or person.
- (e) To effect the insurance of the ships, vessels, boats and other property for the time being belonging to the Company, and all risks incident to the business of the Company, to such extent and in such manner as may be deemed expedient.
- (f) To improve, develop, alter, or repair all or any of the property for the time being belonging to the Company.
- (g) To borrow or raise money by the issue of or upon bonds, debentures, bills of exchange, promissory notes, or other obligations of the Company, or by mortgage or charge of all or any part of the property of the Company, or in such other manner as the Company shall think fit.
- (h) To place on deposit with any Bankers, discount or other company or person, or lend on security, or invest any of the moneys of the Company in such manner as the Company shall think fit.
- (i) To do all things necessary from time to time to comply with or take the benefit of statutory or local regulations at Kingston-upon-Hull or elsewhere.
- (k) To amalgamate with any other Company having similar objects, with the consent of the Corporation of the Trinity House, and to enter into any contracts as to anything within the powers of the Company.
- (l) To do all such other things as are incidental or conducive to the attainment of the above objects.

4th. The Liability of the Members is Limited.

5th. The Capital of the Company is £6,000, divided into 600 Shares of £10 each.

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.	Number of Shares taken by each Subscriber.
W. Bond 44 Mayfield Street Hull's Hummer Pilot	one
John W. Lofley 74 Clarendon St. Hull's Hummer Pilot	one
Charles Collinson 12 Sherburn St. Hull's Hummer Pilot	one
Thomas Henry Wilson 6 Marmaduke St Hull's Hummer Pilot	one
Robert Hamilton 39 Marmaduke St Hull's Hummer Pilot	one
John William Jordan 37 Westmoreland St. Hull's Hummer Pilot	one
Robert William Proger 10 Suffolk St. Hull's Hummer Pilot	one

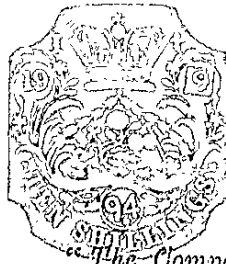
Dated the 17th day of September, 1894.

Witness to the above Signatures—

Wm. H. Mansel

Went to Messrs Laverack & Son
Solicitors
Hull

11972 Ch L. O. 986



"The Companies Acts, 1862 to 1890."



COMPANY LIMITED BY SHARES.

Articles of Association

OF THE

HUMBER PILOTS STEAM CUTTER COMPANY,
LIMITED.

REGD.
26213
13 SEP 1894

PRELIMINARY.

1. The regulations contained in the Table marked "A," in the First Schedule to The Companies Act, 1862 (hereinafter called "Table A"), shall apply to the Company, save in so far as they are excluded or varied hereby.

2. The Clauses of Table A numbered 3, 9, 10, 13, 14, 15, 16, 22, 29, 30, 31, 37, 38, 44, 52, 53, 54, 58, 59, 63, 72, 74, 76, 78, 81, and 94, shall not apply to this Company.

3. In lieu of the Clauses of Table A hereinbefore excluded, and in addition to the remaining Clauses of Table A, the following shall be the regulations of the Company:—

4. The first business of the Company shall be to adopt the Agreement referred to in Clause 3, Sub-section (c), of the Memorandum of Association.

5. The Directors shall not employ the funds of the Company, or any part thereof, in the purchase of Shares of the Company.

6. The Shares shall be under the control of the Directors, who may allot and dispose of the same to such persons, being duly licensed Humber Pilots, on such terms, and in such manner as they think fit. Shares may be issued at par or at a premium, but no Share shall be issued at a discount.

7. 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.

SHARES AND CERTIFICATES.

8. 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 interest in such Share, whether or not it shall have express or other notice thereof.

9. 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.

10. A Call may be made payable by instalments.

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

12. 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.

TRANSFER OF SHARES.

13. Shares in the Company may be transferred in the usual common form.

14. The Directors may decline to register any transfer of Shares upon which the Company has a lien, or when the transferee is not already a Member of the Company.

15. A fee not exceeding Two Shillings and Sixpence may be charged for each transfer.

16. 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.

17. In case of the death of any Member of the Company, his executors or administrators shall forthwith transfer to the Directors or their nominee the Shares standing in the name of such deceased Member.

18. In case any Member of the Company shall cease to be a duly licensed Humber Pilot, or shall become bankrupt or insolvent, he or the Trustee of his estate shall forthwith transfer to the Directors or their nominee the Shares standing in the name of such Member.

19. If in any case the owner make default in transferring the Shares referred to in the two last preceding Clauses, the Company may remove his name from the Register in respect of such Shares, and may enter the names of the Directors or their nominee as the holder of such Shares; but the Company shall not act under this Clause until the value has been paid to the Company, in trust for the owner.

20. All such Shares as are referred to in the three last preceding Clauses shall be first offered by the Directors at the fair value referred to in Clause 21 hereof to the duly licensed Humber Pilot taking the place of the Member so ceasing to be a Pilot as aforesaid. If such Pilot decline to purchase or fail to complete the purchase of such Shares they shall be offered to any other duly licensed Humber Pilot, and in case all such Pilots decline them they shall be offered to the Commissioners of Humber Pilotage. The purchase money when received by the Directors shall be paid over to the executors or administrators of the deceased Member or to the person ceasing to be a duly licensed Humber Pilot as the case may be.

21. At the Ordinary General Meeting in each year the Company shall by resolution declare what during the ensuing twelve months is to be the fair value of a Share, and the amount so declared shall during such period be deemed to be the fair value of any Share sold under Clauses 17 and 18 hereof.

FORFEITURE OF SHARES.

22. When any Share 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 Share so forfeited shall have been disposed of an entry shall also be made of the manner and date of the disposal thereof.

23. 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 having 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, such Member shall not have complied therewith within the said time.

24. An entry in the Minute Book of the Company of the forfeiture of any Share, or that any Share has been sold to satisfy a lien of the Company, shall be sufficient evidence, as against all persons entitled to such Share, that the said Share was properly forfeited or sold, and such entry, and the receipt of the Company for the price of such Share, shall constitute a good title to such Share, and the name of the purchaser shall be entered in the Register as a Member of the Company, and he shall be entitled to a Certificate of Title to the Shares, and shall not be bound to see to the application of the purchase money. The remedy (if any) of the former holder of such Shares, and of any person claiming under or through him, shall be against the Company, and in damages only.

SURRENDER OF SHARES.

25. 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. In particular, 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.

ALTERATIONS OF CAPITAL.

26. Upon any increase of Capital the new Shares shall be issued upon such terms and conditions, and with such rights, priorities, or privileges as the Company in General Meeting shall have directed, or, if no direction shall have been given, as the Directors shall determine.

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

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

29. 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.

30. 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), 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 exceed the amount of the subscribed Share Capital of the Company.

31. The Directors may exercise the borrowing powers hereinbefore given to the Company, and secure the repayment of the amounts so borrowed or raised in any manner in which the Company might so do. Provided always that the amount so

borrowed or raised by the Directors and outstanding at any one time shall not exceed the sum of £1,500, without the sanction of the Company in General Meeting.

GENERAL MEETINGS.

32. The first General Meeting shall be held at such time, not being more than four months after the registration of the Company, and at such place as the Directors may determine. General Meetings other than the first General Meeting shall be held once in each year in the month of March or April, at such time and place as may be determined by the Directors. The above-mentioned General Meetings shall be called Ordinary Meetings. All other General Meetings shall be called Extraordinary.

33. No business shall be transacted at any General Meeting, except the declaration of a Dividend, unless a quorum of Members 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.

34. 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 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.

VOTES OF MEMBERS.

35. Every Member shall have one vote for every Share held by him upon which there are no Calls in arrear.

DIRECTORS.

36. The number of the Directors shall not be less than three or more than six.

37. The following persons shall be the first Directors of the Company:—GEORGE COOK BURN, JOHN WILLIAM LOFLEY, ANDREW COLLINSON, ROBERT BOND, JOHN WILLIAM DUNCAN, and JOHN WILLIAM JORDAN, and they shall be entitled to hold office until the General Meeting in July or August, 1895. The first Chairman of Directors shall be the said GEORGE COOK BURN.

38. No Member shall be qualified to be a Director unless he shall be the holder, as absolute owner and not subject to any trust or charge, of Shares or Stock of the Company to the nominal value of £50. A Director may act before acquiring his qualification, but shall acquire his qualification within three months 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 applied for and agreed to accept an allotment of, and to have had allotted to him, so many Shares as shall be necessary to make up with those (if any) which he then holds the amount of his said qualification.

POWERS OF DIRECTORS.

39. Without prejudice to any of the powers by those Articles, by Table A, or by law conferred upon the Directors, it is hereby declared that they shall have the following powers, viz. :—

- (a) To carry into effect the Agreement referred to in Clause 3 Sub-section (c) of the Memorandum of Association.
- (b) To pay all the preliminary expenses incurred in or about the formation, promotion, and registration of the Company, and the procuring its Capital to be subscribed.
- (c) To purchase or otherwise acquire on behalf of the Company any property, rights, or things which the Company may purchase or acquire.
- (d) To appoint, remove, or suspend any managers, secretaries, officers, clerks, agents, or servants, and to direct and control them, and fix and pay their remuneration.

- (e) To enter into negotiations and agreements or contracts, preliminary, conditional, or final, and to give effect to, modify, vary, or rescind the same.
- (f) To appoint agents and attorneys for the Company in the United Kingdom and the Colonies or abroad, with such powers (including the power to sub-delegate) as may be thought fit, and to provide, if necessary, for the management of the affairs of the Company outside the United Kingdom by any other Company or any firm or person.
- (g) To commence and carry on, or defend, and to abandon or compromise any legal proceedings whatsoever, including proceedings in bankruptcy, on behalf of the Company, or to refer any claims or demands by or against the Company to arbitration, and to observe and perform the awards, and to accept compositions from or give time to any debtor or contributory owing money or alleged to owe money to the Company.
- (h) To give receipts, releases, and discharges on behalf of the Company.
- (i) To invest and deal with any of the moneys of the Company not immediately required for the purposes of its business in and upon such Shares and securities and in such manner as they may think fit, and to vary such investments or realise the amount invested therein.
- (k) To create a reserve and depreciation fund by setting aside any part of the profits of the Company they may think fit, and to invest the same, either by employing it in the business of the Company, or in and upon such Shares and securities (not being the Shares of the Company) as they may think fit, and to apply the income arising from such reserve fund as part of the profits of the Company, and to use the Capital thereof either to maintain the property and to replace wasting assets of the Company, or to meet contingencies, or by way of an insurance fund, or to equalise Dividends, or for whatever other purpose the profits of the Company might be used.

DISQUALIFICATION OF DIRECTORS.

40. The office of a Director shall be vacated upon the happening of any of the following events, in addition to those mentioned in Clause 57 of Table A :—

- (a) If he compound with his creditors.
- (b) If he become of unsound mind or be found a lunatic.
- (c) If he cease to hold the necessary qualification in Shares or Stock, or do not acquire the same within three month after election or appointment.
- (d) If he absent himself from the Meetings of Directors for a period of three months without special leave of absence from the other Directors.
- (e) If he give the Company notice in writing that he resigns his office.
- (f) If he cease to be a duly licensed Humber Pilot.

ROTATION OF DIRECTORS.

41. At the Ordinary General Meeting in the year 1895, and at the Ordinary General Meeting in every subsequent year, the whole of the Directors for the time being shall retire from office.

THE SEAL.

42. 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.

43. Subject to the rights of the holders of any Shares entitled to any priority, preference, or special privilege, the net profits of the Company shall be divisible by way of Dividend among the Members in proportion to the amount paid up by them respectively on their Shares.

44. The Directors may from time to time pay to the Members such interim Dividend as appears to the Directors to be justified by the profits of the Company.

45. Notice of any Dividend that may have been declared shall be given to each Member in the manner in which notices are given to the Members.

ACCOUNTS.

46. The Directors shall cause true accounts to be kept—

- (a) Of the assets of the Company;
- (b) Of the sums of money received and expended by the Company, and the matters in respect of which such receipt and expenditure take place;
- (c) Of the credits and liabilities of the Company.

47. The Books of Account shall be kept at the Registered Office of the Company, or such other place as the Directors may determine. The Directors shall by resolution determine to what extent and on what conditions the books and accounts of the Company or any of them shall be open to the inspection of Members, and the Members shall have only such rights of inspection as are given to them by statute or by such resolution as aforesaid. Provided always that the Company in General Meeting may direct that any person or persons shall have a right to inspect and make extracts from any books of the Company.

48. A balance sheet shall be laid before the Company at the Ordinary General Meeting in every year, and such balance sheet shall contain a summary of the property and liabilities of the Company, and shall be accompanied by the report of the Directors upon the general state of the Company, and a recommendation as to

the amount (if any) which the Directors consider ought to be paid by way of Dividend, and as to the amount (if any) which they propose to set aside as a Reserve and Depreciation Fund.

AUDIT.

49. The Auditors shall at the General Meeting at which the balance sheet and statement are submitted make a report to the Company thereon.

NOTICES.

50. No Member shall be entitled to have a notice served on him at any address not within the United Kingdom; and any Member whose registered address is not within the United Kingdom may, by notice in writing, require the Company to register an address within the United Kingdom which, for the purpose of the service of notices, shall be deemed to be his registered address. Any person not having a registered address within the United Kingdom, and not having given notice as aforesaid, shall be deemed to have received notice in due course when such notice shall have been displayed in the Office of the Company for the space of forty-eight hours.

51. 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.

 NAMES, ADDRESSES, AND DESCRIPTIONS OF SUBSCRIBERS.

Robt Bond 44 Mayfield Street Hull
 Humber Pilot
 John Wm Lofley 74 Clarendon St Hull
 Humber Pilot
 Andrew Collinson 12 Sherburn St Hull
 Humber Pilot
 Thomas Henry Wilson 6 Marmaduke St Hull
 Humber Pilot
 Robert Hamilton 39 Marmaduke St Hull
 Humber Pilot
 John William Jordan 37 Westmoreland St Hull
 Humber Pilot
 Robert William Frazar 10 Suffolk Street
 Hull Humber Pilot

Dated the 14th day of September, 1894.

Witness to the above Signatures—

Aff^d Mansel
 Clerk to Messrs Fewcrack & Son
 Solicitors
 Hull

No. 41,

C.



N.L. 40,

(COPY)

Certificate of Incorporation

OF THE

HUMBER PILOTS STEAM CUTTER COMPANY,
LIMITED.

I hereby Certify that THE HUMBER PILOTS
STEAM CUTTER COMPANY, LIMITED, is this day Incorporated under The Companies Acts, 1862 to 1890, and that the
Company is **Limited**.

Given under my hand at London this day
of September, One Thousand Eight Hundred and Ninety-four.

Registrar of Joint Stock Companies.

Fees and Deed Stamps: £6 10s.

Stamp Duty on Capital: £6.

DUPLICATE FOR THE FILE.

41972



N.I. 40986

Certificate of Incorporation

OF THE

Number Pilots Steam butter company, Limited

I hereby Certify, That the

Number Pilots Steam butter company, Limited

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

Given under my hand at London this *Eighteenth* day of *September* One

Thousand Eight Hundred and Ninety *Four*

Fees and Deed Stamps £ *6-10* —

Stamp Duty on Capital £ *6* —

Ernest Leves

Assistant Registrar of Joint Stock Companies.

Certificate received by

Jos. Skelton

pp. Jordan & Sons

120, Chancery Lane W.C.

Date *20th September, 1894.*

[SEE BACK]