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THE COMPANIES ACTS



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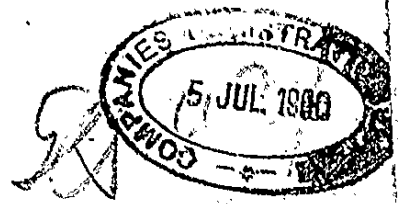
COMPANY LIMITED BY SHARES.

# Memorandum of Association

OF

## The West Ham United Football Company, Limited.

1. The name of the company is "THE WEST HAM UNITED FOOTBALL 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 acquire and take over, or succeed to the concern and undertaking of the unregistered Association or Club known as the Thames Ironworks Football Club.
  - (b) To carry on and conduct the business of a Football and Athletic Club in all the branches thereof, to promote the practice and play of and to stimulate proficiency in Football, Cricket, Lacrosse, Lawn Tennis, Hockey, Polo, Bowls, Quoits, Bicycle and Tricycle Riding, Motor Car Racing, Running, Jumping, and other athletic sports, games and exercises, and any other sports, games, exercises, pastimes, recreation, amusements or entertainments, to generally encourage and promote the training and development of the human frame, to buy, sell, exchange or hire all articles, implements, fixtures, furniture, appliances, conveniences, contrivances, apparatus and things for the time being used in or necessary for the playing or practice of such or any other sports, games, exercises, pastimes, or recreation, and any other things used or required therefor, or for the promotion of the objects of the Company, including the provision of prizes, awards and distinctions to be given in any competition or competitions promoted, assisted or sanctioned by the Company, and to establish, engage, and maintain teams of football, cricket and other players, whether composed of amateur or professional players, or partly of one and partly of the other.
  - (c) To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with any of the above specified objects, or calculated directly or indirectly to enhance the value of, or render profitable, any of the Company's property or rights.



- (d) To arrange for, hold, conduct, promote or establish, Football Matches, Cricket Matches, Athletic Sports, Military Tournaments, Agricultural, Horse and Flower Shows, Motor Car Races, and other Matches, Competitions or Tournaments.
- (e) To acquire money by gift or subscription, and to expend and distribute the same in or about the furtherance of all or any of the objects of the Company, and to raise or grant sums of money to be awarded towards, or as prizes or for any purpose in connection with any such matters as aforesaid, on such terms as may be prescribed, and to grant any privileges or rights to Donors and Subscribers.
- (f) To join in and promote competitions for challenge cups or trophies, or other similar competitions for the purposes of the Company, or for the benefit of charities or other like objects.
- (g) To originate rules, or to improve, revise, amend or alter the existing rules regulating any or all of the sports, games or pastimes above enumerated, and to join or subscribe to any union or association for the like objects.
- (h) To co-operate, join or combine with any person or persons, club, company, or association, having the same or objects similar to those of this Company in any manner, and for any purpose which may be thought conducive to the objects of the Company.
- (i) To acquire or undertake the whole or any part of the business and assets of any person, firm or company carrying on, or about to carry on, any of the businesses which this Company is authorised to carry on, or having objects similar to those of this Company or possessed of property suitable for the purposes of this Company, and as part of the consideration for such acquisition to undertake the liabilities of such person, firm, or Company, or to acquire an interest in, amalgamate with, or enter into any arrangements for sharing profits, union of interests, co-operation, or for limiting competition, or for mutual assistance or reciprocal concession with any such person, firm, or company, and to give or accept by way of consideration for any of the acts or things aforesaid any shares, debentures, or securities that may be agreed upon, and to hold and retain, or sell, mortgage, and deal with any shares, debentures, or securities so received.
- (j) To purchase, take on lease or in exchange or upon hire, or otherwise acquire any land, or easements over land, for the purposes of the provision of a ground or grounds, or any other real or personal estate which the Company may think necessary or convenient for the objects of the Company.
- (k) To construct, fit up, furnish, and maintain any buildings, Pavilions, Refreshment Rooms, Lavatories, Booths, Stands, and other conveniences, upon any ground or grounds of the Company, to fix and enforce a scale of charges for admission thereto, and to such ground or grounds, and generally to manage the same as may be required for the objects and benefit of the Company.
- (l) To adopt, lay out, and prepare, enclose, level, drain, and form approaches, and make and construct roads, to and from any building, land or ground of the Company.
- (m) To become member of and subscribe to the Football Association, the Football League, or any other alliance, league, or association, whether incorporated or not, having objects altogether, or in part, similar to those of the Company.
- (n) To buy, sell, and deal in all kind of apparatus, and all kinds of provisions whether liquid or solid, required by persons frequenting the Company's premises or grounds.
- (o) To effect insurance against accidents on behalf of and for the benefit of the players of the Company with some properly incorporated insurance company, and also to set apart the proceeds or a portion of the proceeds of any match or other meeting or entertainment, for the benefit of any charity or charitable institution, or purpose, or for the benefit of any player engaged by the Company, or for the benefit of any other person or persons whether player or not, as the Directors may from time to time determine, and also to recompense any player who shall receive injury while engaged in playing football for the Company, or in or about the business or

engagements of the Company; or in case of the decease of any player owing to such injury, to recompense any person or persons whom the Directors shall consider has or have suffered pecuniary loss by his death, and also to give to any charitable institution or for any charitable purpose such amount or amounts as shall be determined upon by resolution of a general meeting, and subject to any condition which may be annexed to any such gift by the terms of such resolution.

- (p) To draw, make, accept, endorse, discount, execute and issue Promissory Notes, Bills of Exchange, Warrants, Debentures and other negotiable or transferable instruments.
- (q) To sell or dispose of 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.
- (r) To pay dividends upon the amount of the subscribed capital.
- (s) To invest the moneys of the Company not immediately required, upon such securities as may from time to time be determined.
- (t) To borrow and raise money by mortgage or charge of the undertaking and all or any part of the property of the Company, present or future, and all or any of the uncalled or unissued capital for the time being of the Company, and in particular by the issue of debentures or debenture stock of any description, and either with or without the whole or any part of the property or assets of the Company being given as security for such money, and generally in such manner and upon such terms as the Company shall think fit, and to pay off or re-borrow such money in such manner and upon such terms as may appear fit or expedient.
- (u) To sell, improve, manage, develop, lease, dispose of, turn to account, or otherwise deal with all or any part of the property and rights of the Company.
- (v) To permit and allow any person or persons, club, or society to use and enjoy the grounds, lands, buildings, pavilions, refreshment rooms, lavatories, and stands, and other property of the Company, for such purposes and upon such terms, and conditions as shall be fixed and determined.
- (w) To employ amateur football players, cricketers and other athletes, and to hire, employ, and pay professional football players and cricketers, and other professional athletes, and also servants and workmen for attending to the ground or grounds for the time being of the Company, taking gate-money at matches, competitions, sports and festivals, and for carrying out any other object which the Company shall think advisable.
- (x) 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, or securities of the Company, and to remunerate any person rendering services to the Company.
- (y) To do all such other lawful acts and things as are 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 £2,000, divided into 4,000 Shares of 10s. each, with power to increase or reduce the same, and to issue any part of the original or increased capital with such preferences, priorities, rights, or privileges, or subject to such restrictions, or with rights postponed or deferred, in such manner as the Company in general meeting may determine.

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 to our respective names.

Names, Addresses, and Descriptions of Subscribers.	Number of Shares taken by each Subscriber.
Ernest Elms Edward Osborn Secretary "Thymetown" Galsom Road Elms Essex	Ten
James William Young, Clerk 8 Thurstow Park Rd. Plaistow, Essex	Ten
George Handley Contractor 312 Beghton Road Lanning Town Essex	Ten.
George Charles Fungell. House Agent. 87 Balaam St. Plaistow Essex	Ten.
Edwin Smith Timber Converter 8 Howards Road Plaistow Essex	Ten.
Alfred Brown Brass founder 422. Blarling Road Plaistow Essex	Ten
Wynne Jones Clerk 144, Osborne Road, Forest Gate, Essex	Ten.

Dated the 4<sup>th</sup> day of July 1900.

Witness to all the above Signatures,

Thomas Adam Mead

of Churston Avenue  
Union Manor  
Essex  
Clerk

THE WEST HAM UNITED  
FOOTBALL COMPANY,  
LIMITED.

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REGISTERED the      day of      1900.

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MEMORANDUM  
— AND —  
ARTICLES OF ASSOCIATION.

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MESSRS. PRESTONS, SOLICITORS, 158, THE GROVE STRATFORD, ESSEX.

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PICKEN BROTHERS, LIMITED, PRINTERS, LEXTONSTONE, ESSEX.

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THE COMPANIES ACTS, 1862. TO 1898.

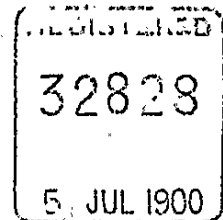


COMPANY LIMITED BY SHARES.

## Articles of Association

OF

# The West Ham United Football Company, Limited.



### PRELIMINARY.

1. The marginal notes hereto shall not affect the construction hereof, and in these presents, unless there be something in the subject or context inconsistent therewith:—

"The Office" means the Registered Office for the time being of the Company. Interpretation.

"The Register" means the Register of Members to be kept pursuant to Section 25 of the Companies Act, 1862.

"Month" means calendar month.

"In Writing" or "Written" includes printing, lithography and other modes of representing or reproducing words in a visible form.

"The Directors" means the Directors for the time being.

"Special Resolution" and "Extraordinary Resolution" have the meanings assigned thereto respectively by the Companies Act, 1862, Sections 51 and 129.

Words importing the singular number only include the plural number, and *vice versa*.

Words importing the masculine gender only include the feminine gender.

Words importing persons include corporations.

2. The regulations contained in Table A in the First Schedule to the Companies Act, 1862, shall not apply to the Company.

3. None of the funds of the Company shall be applied in the purchase of or in lending on shares of the Company.

Table A not to apply.

Company not to purchase or lend on shares.

158



- When business may be commenced. 4. The business of the Company may be commenced as soon after the incorporation of the Company as the Directors in their absolute discretion shall think fit, and notwithstanding that part only of the shares may have been taken.
- Allotment of shares. 5. The shares shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons, on such terms and conditions, and either at a premium or otherwise, and at such times as the Directors think fit.
- Installments on shares to be duly paid. 6. If by the conditions of allotment of any share the whole or part of the amount or issue price thereof shall be payable by instalments, every such instalment shall, when due, be paid to the Company by the person who, for the time being, shall be the registered holder of the share.
- Issue subject to different conditions as to calls. 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 the time of payment of such calls.
- Liability of joint holders of shares. Trusts not recognized. 8. The joint holders of a share shall be severally as well as jointly liable for the payment of all instalments and calls due in respect of such share.
9. Save as herein otherwise provided, the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof, and accordingly shall not be bound, except as ordered by a Court of competent jurisdiction, or as by statute required, to recognize any equitable or other claim to or interest in such share on the part of any other person.
- Members to be entitled to season ticket at reduced rate. 10. Each Shareholder shall be entitled to receive one season ticket, admitting him to the ground or grounds of the Company at a reduced rate, such rate to be determined by the Directors, provided that all calls and other sums of money due to the Company in respect of the share or shares held by such Member shall be fully paid. A shareholder holding a share of any value up to ten pounds shall not be entitled to more than one season ticket as a shareholder. A shareholder may have issued to him as a shareholder one season ticket for each £10 subscribed beyond the first £10. Tickets so issued must not be sold.
- CERTIFICATES.**
- Certificates. 11. The certificates of title to shares shall be issued under the seal of the Company, and signed by two Directors, and countersigned by the Secretary or some other person appointed by the Directors.
- Who entitled and nature of certificate. 12. Every Member shall be entitled to one certificate for the shares registered in his name, or to several certificates each for a part of such shares. Every certificate of shares shall specify the denoting numbers of the shares in respect of which it is issued and the amount paid up thereon.
- As to issue of new certificate in place of one defaced, lost or destroyed. 13. If any certificate be worn out or defaced, then upon production thereof to the Directors they may order the same to be cancelled, and may issue a new certificate in lieu thereof, and if any certificate be lost or destroyed, then upon proof thereof to the satisfaction of the Directors, and on such indemnity as they may deem adequate being given, a new certificate in lieu thereof shall be given to the party entitled to such lost or destroyed certificate.
- Fee. 14. The sum of one shilling, or such smaller sum as the Directors may determine, shall be paid to the Company for every certificate issued under the last preceding clause.

15. The certificates of shares registered in the names of two or more persons shall be delivered to the person first named on the register.

To which of joint holders certificate to be issued.

#### CALLS.

16. The Directors may from time to time make such calls as they think fit upon the Members in respect of all moneys unpaid on the shares held by them respectively, and not by the conditions of allotment thereof made payable at fixed times, and each Member shall pay the amount of every call so made on him to the persons and at the times and places appointed by the Directors. A call may be made payable by instalments.

Calls.

17. A call shall be deemed to have been made when the resolution of the Directors authorising such call was passed.

When call deemed to have been made.

18. Two months' notice of any call shall be given specifying the time and place of payment and to whom such call shall be paid.

Notice of call.

19. If the sum payable in respect of any call or instalment be not paid on or before the day appointed for payment thereof, the holder of the share in respect of which the call shall have been made or the instalment shall be due, shall pay interest for the same at the rate of £10 per cent. per annum from the day appointed for the payment thereof to the time of the actual payment, or at such other rate as the Directors may determine.

When interest on call or instalment payable.

20. The Directors may, if they think fit, receive from any Member willing to advance the same all or any part of the money due upon the shares held by him beyond the sums actually called for, and upon the moneys so paid in advance, or so much thereof as from time to time exceeds the amount of the calls then made upon the shares in respect of which such advance has been made, the Company may pay interest at such rate as the Member paying such sum in advance and the Directors agree upon.

Payment of calls in advance.

#### FORFEITURE AND LIEN.

21. If any Member fail to pay any call or instalment on or before the day appointed for the payment of the same, the Directors may at any time thereafter during such time as the call or instalment remains unpaid serve a notice on such Member requiring him to pay the same, together with any interest that may have accrued, and all expenses that may have been incurred by the Company by reason of such non-payment.

If call or instalment not paid notice may be given.

22. The notice shall name a day (not being less than fourteen days from the date of the notice) and a place or places on and at which such call or instalment and such interest and expenses as aforeaid are to be paid. The notice shall also state that in the event of non-payment at or before the time, and at the place appointed, the shares in respect of which the call was made or instalment is payable will be liable to be forfeited.

Form of notice.

23. If the requisitions of any such notice as aforesaid are not complied with, any shares in respect of which such notice has been given may at any time thereafter, before payment of all calls or instalments, interest and expenses due in respect thereof, be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares, and not actually paid before the forfeiture.

If notice not complied with shares may be forfeited.

24. Any shares so forfeited shall be deemed to be the property of the Company, and the Directors may sell, allot, or otherwise dispose of the same in such manner as they think fit.

Forfeited shares to become the property of the Company.



Power to  
annul  
forfeiture.

25. The Directors may at any time before any shares so forfeited shall have been sold, reallocated or otherwise disposed of, annul the forfeiture thereof upon such conditions as they think fit.

Arrears to be  
paid not-  
withstanding.

26. Any Member whose shares have been forfeited, shall, notwithstanding, be liable to pay, and shall forthwith pay to the Company all calls, instalments, interest and expenses owing upon or in respect of such shares at the time of forfeiture, together with interest thereon from the time of forfeiture, until payment at the rate of £10 per cent. per annum, and the Directors shall enforce the payment of such moneys or any part thereof, if they think fit, but shall not be under any obligation so to do.

Company's  
lien on shares.

27. The Company shall have a first and paramount lien upon all the shares (not being fully paid up shares) registered in the name of each Member (whether solely or jointly with others) for his debts, liabilities and engagements solely or jointly with any other person to or with the Company, whether the period for the payment, fulfilment or discharge thereof shall have actually arrived or not, and no equitable interest in any share shall be created, except upon the footing and condition, that clause 9 hereof is to have full effect. Such lien shall extend to all dividends from time to time declared in respect of such shares. Unless otherwise agreed, the registration of a transfer of shares shall operate as a waiver of the Company's lien (if any) upon such shares.

As to enforcing  
lien by sale.

28. For the purpose of enforcing such lien the Directors may sell the shares, subject thereto in such manner as they think fit, but no sale shall be made until such period as aforesaid shall have arrived, and until notice in writing of the intention to sell shall have been served on such Member, his executors or administrators, and default shall have been made by him or them in the payment, fulfilment or discharge of such debts, liabilities or engagements for seven days after such notice.

Application of  
proceeds of  
sale.

29. The net proceeds of any such sale shall be applied in or towards satisfaction of the debts, liabilities or engagements, and the residue (if any) paid to such Member, his executors, administrators or assigns.

Validity of  
sales.

30. Upon any sale after forfeiture or for enforcing a lien in purported exercise of the powers hereinbefore given, the Directors may cause the purchaser's name to be entered in the register in respect of the shares sold, and the purchaser shall not be bound to see to the regularity of the proceedings or to the application of the purchase money, and after his name has been entered in the register in respect of such shares, the validity of the sale shall not be impeached by any person, and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.

#### TRANSFER AND TRANSMISSION OF SHARES.

Execution of  
transfer, &c.

31. The instrument of transfer of any share shall be signed both by the transferor and transferee, and the transferor shall be deemed to remain the holder of such share until the name of the transferee is entered in the register in respect thereof.

Form of  
transfer.

32. The instrument of transfer of any share shall be in writing in the usual common form, or in the following form, or as near thereto as circumstances will admit:—

## II

I  
of  
in consideration of the sum of £

paid to me by  
of

(hereinafter called "the transferee") do hereby transfer to the transferee the shares numbered in the undertaking called THE WEST HAM UNITED FOOTBALL COMPANY, LIMITED, to hold unto the transferee, his executors, administrators and assigns, subject to the several conditions on which I held the same immediately before the execution hereof, and I, the transferee, do hereby agree to take the said shares, subject to the conditions aforesaid.

As witness our hands the day of

Witness to the signature, etc.

33. The Directors may decline to register any transfer of shares upon which the Company has a lien, and in the case of shares not fully paid up may refuse to register a transfer to a transferee of whom they do not approve.

In what case Directors may decline to register transfer.

34. Every instrument of transfer shall be left at the office for registration accompanied by the certificate of the shares to be transferred, or such other evidence as the Company may require, to prove the title of the transferor or his right to transfer the shares.

Transfer to be left at office and evidence of title given.

35. All instruments of transfer, which shall be registered, shall be retained by the Company, but any instrument of transfer which the Directors may decline to register shall, on demand, be returned to the person depositing the same.

When transfers to be returned

36. A fee not exceeding 2s. 6d. may be charged for each transfer, and shall, if required by the Directors, be paid before the registration thereof.

Fee on transfer.

37. The transfer books and register of Members may be closed during such time as the Directors think fit, not exceeding in the whole thirty days in each year.

When transfer books and register may be closed.

38. The executors or administrators of a deceased Member (not being one of several joint holders) shall be the only persons recognised by the Company as having any title to the shares registered in the name of such Member, and in the case of the death of any one or more of the joint holders of any registered shares, the survivors shall be the only persons recognised by the Company as having any title to or interest in such shares.

Transmission of registered shares.

As to survivorship.

39. Any person becoming entitled to shares in consequence of the death or bankruptcy of any Member, upon producing such evidence that he sustains the character in respect of which he proposes to act under this clause, or of his title, as the Directors think sufficient, may, with the consent of the Directors (which they shall not be under any obligation to give) be registered as a Member in respect of such shares, or may, subject to the regulations as to transfers hereinafter contained, transfer such shares. This clause is herein referred to as "The Transmission Clause."

As to transfer of shares of deceased or bankrupt members.

### INCREASE AND REDUCTION OF CAPITAL.

40. The Company may from time to time, by special resolution, increase the capital by the creation of new shares of such amount as may be deemed expedient.

Power to increase capital.

On what  
conditions new  
shares may be  
issued.  
As to  
preferences,  
etc.

41. The new shares shall be issued upon such terms and conditions and with such rights and privileges annexed thereto as, by the special resolution creating the same, shall be directed, and if no direction be given as the Directors shall determine, and in particular such shares may be issued with a pre-emptive or qualified right to dividends and in the distribution of assets of the Company, and with a special or without any right of voting, provided that no preference shares may be issued exceeding in amount the sum for the time being subscribed in respect of the ordinary capital of the Company, and no preference shares issued shall confer a right to a cumulative preferential dividend of more than 5 per cent. per annum, or for a longer period than three years.

When to be  
offered to  
existing  
Members.

42. The Company in General Meeting may before the issue of any new shares determine that the same or any of them shall be offered in the first instance to all the then Members in proportion to the amount of the capital held by them, or make any other provisions as to the issue and allotment of the new shares, but in default of any such determination, or so far as the same shall not extend, the new shares may be dealt with as if they formed part of the shares in the original capital.

How far new  
shares to rank  
with shares in  
original  
ordinary  
capital.

43. Except so far as otherwise provided by the conditions of issue, or by these presents, any capital raised by the creation of new shares shall be considered part of the original capital, and shall be subject to the provisions herein contained with reference to the payment of calls and instalments, transfer and transmission, forfeiture, lien, surrender, and otherwise.

Reduction of  
capital, etc.

44. The Company may from time to time, by special resolution, reduce its capital by paying off capital, or cancelling capital which has been lost or is unrepresented by available assets, or reducing the liability on the shares or otherwise, as may seem expedient, and capital may be paid off upon the footing that it may be called up again or otherwise, and the Company may by ordinary resolution consolidate its shares or any of them.

No share to be  
subdivided.

45. No share shall be subdivided.

#### MODIFYING RIGHTS.

Power to  
modify rights.

46. If at any time the capital by reason of the issue of Preference Shares or otherwise is divided into different classes of shares, all or any of the rights and privileges attached to each class, may be modified by agreement between the Company and any person purporting to contract on behalf of that class, provided such agreement is (a) ratified in writing by the holders of at least one-half of the nominal amount of the issued shares of that class, or is (b) confirmed by an extraordinary resolution passed at a separate General Meeting of the holders of shares of that class, and all the provisions hereinafter contained as to General Meetings shall *mutatis mutandis* apply to every such meeting, except that the quorum thereof must and shall be Members holding one-half of the nominal amount of the issued shares of that class.

#### BORROWING POWERS.

Power to  
borrow.

47. The Directors may from time to time at their discretion raise or borrow or secure the payment of any sum or sums of money for the purposes of the Company, but so that the amount at any one time owing in respect of moneys so raised, borrowed or secured, shall not without the sanction of a General Meeting exceed the sum of £750. Nevertheless, no lender or other person dealing with the Company shall be concerned to see or enquire

whether the above limit is observed or whether the above-mentioned consent has been obtained.

48. The Directors may raise or secure the repayment of such moneys in such manner and upon such terms and conditions in all respects as they think fit, and in particular by the issue of debentures or debenture stock of the Company charged upon all or any part of the property of the Company (both present and future) including its uncalled capital for the time being.

Conditions on which money may be borrowed.

49. Debentures, debenture stock or other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued.

Securities may be assignable free from equities.

50. Any debentures, debenture stock, bonds or other securities may be issued at a discount, premium or otherwise, and with any special privileges as to redemption, surrender, drawings, allotment of shares, attending and voting at General Meetings of the Company, appointment of Directors and otherwise.

Issue at discount, etc., or with special privileges.

51. The Directors shall cause a proper register to be kept, in accordance with section 43 of the Companies Act, 1862, of all mortgages and charges specifically affecting the property of the Company.

Register of mortgages to be kept.

52. If any uncalled capital of the Company is included in or charged by any mortgage or other security, the Directors may, by instrument under the Company's seal, authorise the person in whose favour such mortgage or security is executed, or any other person as trustee for him, to make calls on the Members in respect of such uncalled capital, and such authority may be made exerciseable either conditionally or unconditionally, and either presently or contingently, and either in exclusion of any powers hereby conferred, or otherwise, and the provisions hereinbefore contained as to calls shall *mutatis mutandis* apply to calls made under such authority, and such authority shall be assignable if expressed so to be.

Mortgage of uncalled capital.

#### GENERAL MEETINGS.

53. The first General Meeting shall be held at such time (not being more than four months after the registration of the Memorandum of Association of the Company) and at such a place as the Directors may determine.

When first General Meeting to be held.

54. Subsequent General Meetings shall be held once at least in the year 1901 and in every subsequent year at such time and place as may be prescribed by the Company in General Meeting, or, if no time or place is so prescribed, at such time and place as may be determined by the Directors.

When subsequent General Meetings to be held.

55. The above-mentioned General Meetings shall be called "Ordinary Meetings," and all other Meetings of the Company shall be called "Extraordinary Meetings."

Distinction between Ordinary and Extraordinary Meetings.

56. The Directors may, whenever they think fit, and they shall, upon a requisition made in writing by 20 Members or by Members holding in the aggregate one-fifth of the issued capital, convene an Extraordinary Meeting.

When Extraordinary Meeting to be called.

57. Any such requisition shall specify the object of the meeting required, and shall be signed by the Members making the same, and shall be deposited at the office. It may consist of several documents in like form, each signed by one or more of the requisitionists. The meeting must be convened for the purposes specified in the requisitions, and if convened otherwise than by the Directors for those purposes only.

Form of requisition for Meeting.

When  
requisitionists  
may call  
Meetings.

58. In case the Directors for fourteen days after such deposit fail to convene an Extraordinary General Meeting, to be held within twenty-one days after such deposit, the requisitionists, or any other Members to the like number or holding the like proportion of the issued capital may themselves convene a meeting to be held within six weeks of such deposit.

Notice of  
Meeting.

59. Seven clear days' notice, specifying the place, day and hour of meeting, and, in case of special business, the general nature of such business shall be given, either by advertisement or by notice sent by post or otherwise served as hereinafter provided. With the consent in writing of all the Members, a General Meeting may be convened on a shorter notice than seven days, and in any manner they think fit. Whenever it is intended to pass a special resolution, the first two meetings may be convened by one and the same notice, and it shall be no objection that the notice only convenes the second meeting contingently on the resolution being passed by the requisite majority at the first meeting.

As to omission  
to give notice.

60. The accidental omission to give any such notice to any of the Members shall not invalidate any resolution passed at any such meeting.

#### PROCEEDINGS AT GENERAL MEETINGS.

Business of  
Ordinary  
Meeting.

61. The business of an Ordinary Meeting, other than the first one, shall be to receive and consider the profit and loss account and the balance sheet, the reports of the Directors, and of the Auditors, to elect Directors and other Officers in the place of those retiring by rotation, to declare dividends and to transact any other business which under these presents ought to be transacted at an Ordinary Meeting. All other business transacted at an Ordinary Meeting, and all business transacted at an Extraordinary Meeting, shall be deemed special.

Special  
business.

Quorum.

62. Fifteen Members personally present shall be a quorum for a General Meeting, and no business shall be transacted at any General Meeting unless the quorum requisite be present at the commencement of the business.

Chairman of  
General  
Meeting.

63. The Chairman of the Directors shall be entitled to take the chair at every General Meeting, or if there be no Chairman, or if at any Meeting he shall not be present within fifteen minutes after the time appointed for holding such meeting, the Members present shall choose some Director (if any be present) as Chairman, and if no Director be present, or if all the Directors present decline to take the chair, then such Members shall choose one of their number to be Chairman.

When, if  
quorum not  
present,  
Meeting to be  
dissolved, and  
when to be  
adjourned.

64. If within half-an-hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon such requisition as aforesaid, shall be dissolved, but 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, any two Members who are personally present and entitled to vote shall be a quorum, and may transact the business for which the meeting was called.

How questions  
to be decided  
at Meetings.  
Casting vote.

65. Every question submitted to a meeting shall be decided in the first instance by a show of hands, and in the case of an equality of votes the Chairman shall, both on the show of hands and at the poll, have a casting vote in addition to the vote or votes to which he may be entitled as a Member.

66. At any General Meeting, unless a poll is demanded by the Chairman or by at least five Members, or by a Member or Members holding at least one-tenth part of the capital represented at the meeting, a declaration by the Chairman that a resolution has been carried or carried by a particular majority, or lost or not carried by a particular majority, and an entry to that effect in the book of proceedings of the Company, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

What is to be evidence of the passing of a resolution where poll not demanded.

67. If a poll is demanded as aforesaid, it shall be taken in such manner and at such time and place as the Chairman of the Meeting directs, and either at once, or after an interval or adjournment or otherwise, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The demand of a poll may be withdrawn.

Poll.

68. The Chairman of a General Meeting may, with the consent of the meeting, adjourn the same from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

Power to adjourn General Meeting.

69. The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

Business may proceed notwithstanding demand of poll

70. Any poll duly demanded on the election of a Chairman of a meeting, or on any question of adjournment, shall be taken at the meeting without adjournment.

In what cases poll taken without adjournment.

#### VOTES OF MEMBERS.

71. Notes shall be given in person only and no proxies shall be permitted. Both on a show of hands and at a poll every Member present shall have one vote. Provided that a Corporation being a Member of the Company may, by an instrument in writing under its Common Seal, appoint one of its Officers to represent it at a General Meeting, and the Officer so appointed shall be entitled to vote, and have the same locus standi as if he were the registered holder of the share or shares held by the Corporation appointing him.

Notes of Members.

Corporation may appoint Officer to vote.

72. The instrument appointing one of its Officers to represent a Corporation, shall be deposited at the registered office of the Company not less than twenty-four hours before the time for holding the meeting or adjourned meeting (as the case may be) at which the person named in such instrument proposes to vote, but no such instrument shall be valid after the expiration of twelve months from the date of its execution.

Appointment by Corporation to be deposited at office.

73. A vote given in accordance with the terms of an instrument of appointment by a Corporation shall be valid, notwithstanding the previous revocation of the appointment or transfer of the share in respect of which the vote is given, unless an intimation in writing of the revocation, or transfer shall have been received at the office of the Company before the meeting.

When vote valid though appointment revoked.

74. Any person entitled under the transmission clause to transfer any shares may vote at any General Meeting in the same manner as if he were the registered holder of such shares, provided that forty-eight hours at least before the time of holding the meeting at which he proposes to vote he shall satisfy the Directors of his right to transfer such shares, unless the Directors shall have previously admitted his right to vote at such meeting in respect thereof.

Votes in respect of shares of deceased or bankrupt Members.

Joint holders.

75. Where there are joint registered holders of any shares any one of such persons may vote at any meeting, as if he were solely entitled to such shares, and if more than one of such joint holders be present at any meeting, that one of the said persons whose name stands first in the register in respect of such shares shall be alone entitled to vote. Several executors or administrators of a deceased Member in whose name any shares stand shall for the purposes of this clause be deemed joint holders.

No Member entitled to vote, etc., while call due to Company.

76. No Member shall be entitled to be present, or to vote on any question, at any General Meeting, or upon a poll, or be reckoned in a quorum, whilst any call or other sum shall be due and payable to the Company in respect of any share or shares held by such Member.

#### DIRECTORS.

Number of Directors.

77. Until otherwise determined by a General Meeting, the number of the Directors shall not be less than four nor more than ten.

First Directors

78. The persons hereinafter named shall be the first Directors, that is to say:—Cornelius Edward Osborn, of Kyneton, Balfour Road, Ilford, Essex; James William Young Cearn, of 8 Plaistow Park Road, West Ham, Essex; John Byford Junior, of Moody Wharf, Poplar, Essex; Aitkin Brown, of 424, Barking Road, Canning Town, Essex; Lozzeluer Johnson, of 144, Osborne Road, Forest Gate, Essex; Edward Smith, of Howard's Road, Plaistow, Essex; George Handley, of Handley House, Beckton Road, Essex; George James Hone, of Clarence House, Romford Road, Stratford, Essex; George Charles Fundell, of Balaam Street, Plaistow, Essex; and Albert Charles Davis, of 78, Liverpool Road, Canning Town, Essex.

Power for Directors to appoint additional Directors.

79. The Directors shall have power from time to time and at any time to appoint any other persons to be Directors, but so that the total number of Directors shall not at any time exceed the maximum number fixed as above, and so that no appointment under this clause shall have effect unless three-fifths at least of the Directors in the United Kingdom concur therein.

Qualification of Directors.

80. The qualification of every Director shall be the holding of shares of the Company of the nominal value of £5. A first Director may act before acquiring his qualification.

Directors may act notwithstanding vacancy.

81. The continuing Directors may act notwithstanding any vacancy in their body, but so that if the number fall below the minimum above fixed, the Directors shall not except for the purpose of filling vacancies act so long as the number is below the minimum.

When office of Director to be vacated.

82. The office of Director shall be vacated:

(A) If he without the sanction of any General Meeting accepts or holds any other office under the Company except that of Managing Director, or Departmental Manager or Trustee, whether for the Company or for the holders of any of its debentures, debenture stock or other securities.

(B) If he become bankrupt or suspends payment, or compounds with his creditors.

(C) If he be found a lunatic or becomes of unsound mind.

(D) If he cease to hold the required amount of shares to qualify him for office, or do not acquire the same within one month after election or appointment.

(e) If he absent himself from the Meetings of the Directors during a period of three calendar months without special leave of absence from the Directors.

(f) If by notice in writing to the Company he resigns his office.

83. No Director shall be entitled to receive any remuneration in respect of his office as Director.

Directors not to receive remuneration.

### ROTATION OF DIRECTORS.

84. At the Ordinary Meeting to be held in the year 1901, and at every succeeding Ordinary Meeting one-third of the Directors, or if their number is not a multiple of three then the number nearest to but not exceeding one-third shall retire from office. A retiring Director shall retain office until the dissolution of the Meeting at which his successor is elected.

Rotation and retirement of Directors.

85. The one-third or other nearest number to retire at the Ordinary Meeting to be held in the year 1901, shall, unless the Directors agree among themselves, be determined by lot, but in every subsequent year the one-third or other nearest number who have been longest in office shall retire. As between two or more who have been in office an equal length of time, the Director to retire shall, in default of agreement between them, be determined by lot. The length of time a Director has been in office shall be computed from his last election or appointment where he has previously vacated office. A retiring Director shall be eligible for re-election.

Which Directors to retire.

86. The Company at any General Meeting at which any Directors retire in manner aforesaid shall fill up the vacated offices by electing a like number of persons to be Directors, and without notice in that behalf may fill up any other vacancies.

Meeting to fill up vacancies.

87. If at any General Meeting at which an election of Directors ought to take place the place of any retiring Director is not filled up, he shall continue in office until the dissolution of the Ordinary Meeting in the next year, and so on from year to year until his place is filled up, unless it shall be determined at such meeting to reduce the number of Directors.

Retiring Directors to remain in office till successors appointed.

88. The Company in General Meeting may from time to time increase or reduce the number of Directors, and may alter their qualification, and may also determine in what rotation such increased or reduced number is to go out of office.

Power for General Meeting to increase or reduce number of Directors.

89. The Company may by special resolution remove any Director before the expiration of his period of office, and may (by ordinary resolution) appoint another qualified person in his stead. The person so appointed shall hold office during such time only as the Director in whose place he is appointed would have held the same if he had not been removed.

Power to remove Director.

90. No person not being a retiring Director, shall unless recommended by the Directors for election, be eligible for election to the office of Director at any General Meeting, unless he or some other Member intending to propose him has at least seven clear days before the Meeting left at the office of the Company a notice in writing, under his hand, signifying his candidature for the office, or the intention of such Member to propose him.

When candidate for office of Director must give notice.



## PROCEEDINGS OF DIRECTORS.

- Meetings of Directors.  
Quorum.
91. The Directors may meet together for the dispatch of business, adjourn, and otherwise regulate their meetings as they think fit, and determine the quorum necessary for the transaction of business. Until otherwise determined four Directors shall form a quorum. A Director may at any time, and the Secretary upon the request of a Director shall, convene a meeting of the Directors. A Director who is and whilst out of the United Kingdom shall not be entitled to notice of any such meeting.
- No notice to Director abroad.
- Decision of questions.
92. Questions arising at any meeting shall be decided by a majority of votes, and so that every Director shall have one vote, and in case of an equality of votes the Chairman shall have a second or casting vote.
- Who to take chair at meetings of Directors.
93. The Directors may elect a Chairman and a Vice-Chairman of their Meetings, and determine the period for which he is to hold office, and the Chairman of the Directors shall be entitled to take the chair at every Meeting of the Directors, or if there be no Chairman, or if at any Meeting of the Directors he shall not be present within fifteen minutes after the time appointed for holding such Meeting, the Vice-Chairman of the Directors shall be entitled to take the chair, but if there shall be no Chairman or Vice-Chairman, or if at any Meeting the person entitled to take the chair is not present within fifteen minutes after the time appointed for holding the same, the Directors present shall choose some one of their number to be Chairman of such meeting.
- Power of meeting.
94. A meeting of the Directors for the time being at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions by or under the regulations of the Company for the time being vested in, or exercisable by, the Directors generally.
- Power to appoint committees and to delegate powers.
95. The Directors may delegate any of their powers to committees consisting of such Member or Members of their body or of such Member or Members of the Company or partly of one and partly of the other, as they think fit. Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may from time to time be imposed on it by the Directors.
- Proceedings of committees.
96. The meetings and proceedings of any such committee consisting of two or more Members shall be governed by the provisions herein contained, for regulating the meetings and proceedings of the Directors, so far as the same are applicable thereto and are not superseded by any regulations made by the Directors under the last preceding clause.
- When acts of Directors or committee valid notwithstanding defective appointment, etc.
97. All acts done at any Meeting of the Directors, or of a Committee appointed by them or by any person acting as a Director shall, notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such Directors or Committee or persons acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed, and was duly qualified.

## MINUTES.

98. The Directors shall cause minutes to be duly entered in books provided for the purpose. Minutes to be made.

(a) Of all appointments of officers.

(b) Of the names of the Directors present at each meeting of the Directors, and of any Committee.

(c) Of all orders made by the Directors and Committee of Directors.

(d) Of all resolutions and proceedings of General Meetings and of meetings of the Directors and Committees.

And any such minutes of any meeting of the Directors or of any committee or of the Company if purporting to be signed by the chairman of such meeting, or by the chairman of the next succeeding meeting shall be receivable as *prima facie* evidence of the matters stated in such minutes.

## POWERS OF DIRECTORS.

99. The management of the business of the Company shall be vested in the Directors, and the Directors in addition to the powers and authorities by these presents expressly conferred upon them, may exercise all such powers and do all such acts and things as may be exercised or done by the Company, and are not hereby or by statute directed or required to be exercised or done by the Company in General Meeting, but subject nevertheless to the provisions of the statutes and of these presents, and to any regulations from time to time made by the Company in General Meeting, provided that no such regulation shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made.

General powers of Company vested in Directors.

100. Without prejudice to the general powers conferred by the last preceding clause, and so as not in any way to limit or restrict those powers, and without prejudice to the other powers conferred by these presents, it is hereby expressly declared that the Directors shall have the following powers, that is to say, power—

Specific powers given to Directors.

(1) To pay the costs, charges and expenses preliminary and incidental to the promotion, formation, establishment and registration of the Company.

To pay preliminary expenses.

(2) To purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorised to acquire at or for such price or consideration, and generally on such terms and conditions as they may think fit.

To acquire property.

(3) At their discretion to pay for any property, rights or privileges acquired by or services rendered to the Company either wholly or partially in cash or in shares, or in bonds, debentures, debenture stock or other securities of the Company, and any such shares may be issued either as fully paid up or with such amount credited as paid-up thereon as may be agreed upon, and any such bonds, debentures, debenture stock or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged.

To pay for property in shares, debentures, &c.

To secure  
contracts by  
mortgage.

(4) To secure the fulfilment of any contracts or engagements entered into by the Company by mortgage or charge of all or any of the property of the Company and its unpaid capital for the time being, or in such other manner as they may think fit.

To appoint  
officers, etc.

(5) To appoint and at their discretion remove or suspend such managers, secretaries, officers, clerks, agents and servants for permanent, temporary or special services as they may from time to time think fit, and to determine their duties and powers and fix their salaries or emoluments, and to require security in such instances and to such amount as they may think fit.

To accept  
surrender of  
shares.

(6) To accept from any Member on such terms and conditions as shall be agreed a surrender of his shares or any part thereof.

To appoint  
trustees.

(7) To appoint any person or persons (whether incorporated or not incorporated) to accept and hold in trust for the Company any property belonging to the Company or in which it is interested, or for any other purposes, and to execute and do all such deeds and things as may be requisite in relation to any such trust and to provide for the remuneration of such trustees.

To bring and  
defend actions,  
etc.

(8) To institute, conduct, defend, compromise, compound or abandon any legal proceedings by and against the Company or its officers or otherwise concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debts due and of any claims or demands by or against the Company.

To refer to  
arbitration

(9) To refer any claims or demands by or against the Company or any dispute in which the Company may be involved to arbitration and to observe and perform the awards.

To give  
receipts.

(10) To make and give receipts, releases and other discharges for money payable to the Company, and for the claims and demands of the Company.

To authorise  
acceptances,  
etc.

(11) To determine who shall be entitled to sign on the Company's behalf bills, notes, receipts, acceptances, indorsements, cheques, releases, contracts and documents on behalf of the Company.

To invest  
moneys.

(12) To invest and deal with any of the moneys of the Company not immediately required for the purposes thereof upon such securities and in such manner as they may think fit, and from time to time to vary or realise such investments.

To give  
security by  
way of  
indemnity.

(13) To execute, in the name and on behalf of the Company, in favour of any Director or other person who may incur, or be about to incur, any personal liability for the benefit of the Company, such mortgages of the Company's property (present and future) as they may think fit, and any such mortgage may contain a power of sale and such other powers, covenants and provisions as shall be agreed on.

To establish  
reserve fund.

(14) Before recommending any dividend to set aside out of the profits of the Company such sums as they think proper as a reserve fund, to meet contingences or for special dividends or bonuses, or for repairing, improving, and maintaining any of the property of the Company, and for other purposes as the Directors shall, in their absolute discretion, think conducive to the interests of the Company, and to invest the

several sums so set aside upon such investments as they may think fit, and from time to time deal with and vary such investments and dispose of all or any part thereof for the benefit of the Company, and to divide the reserve fund into such special funds as they may think fit, and to employ the reserve fund, or any part thereof, in the business of the Company, and that without being bound to keep the same separate from the other assets.

(15) From time to time to make, vary and repeal bye-laws for the regulation of the business of the Company, its officers and servants, or the Members of the Company, or any section thereof.

Bye-laws.

(16) To enter into all such negotiations and contracts, and rescind and vary all such contracts, and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of the matters aforesaid, or otherwise for the purposes of the Company.

May make contracts, etc.

#### DIRECTORS' CONTRACTS.

101. No Director shall be disqualified by his office from contracting with the Company, either as vendor, purchaser or otherwise, nor shall any such contract or any contract or arrangement entered into by or on behalf of the Company in which any Director shall be in any way interested be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason only of such Director holding office, or of the fiduciary relations thereby established, but it is declared that the nature of his interest must be disclosed by him at the meeting of the Directors at which the contract or arrangement is determined on if his interest then exists, or in any other case at the first meeting of the Directors after the acquisition of his interest, and that no Director shall, as a Director, vote in respect of any contract or arrangement in which he is so interested as aforesaid, and if he do vote his vote shall not be counted, but this prohibition shall not apply to any contract by or on behalf of the Company to give to the Directors or any of them any security by way of indemnity, and it may at any time or times be suspended or relaxed to any extent by a General Meeting. A general notice that a Director is a member of any specified firm or company, and is to be regarded as interested in all transactions with that firm or company, shall be a sufficient disclosure under this clause as regards such Director, and the said transactions, and after such general notice it shall not be necessary for such Director to give a special notice of any particular transaction with that firm or company.

Directors may contract with Company.

#### SOLICITORS.

102. Messrs. Prestons, of 158, The Grove, Stratford, Essex, shall be the Solicitors of the Company.

#### SECRETARY.

103. Mr. Lewis Morgan Bowen, Junior, of 14, Trelawn Road, Leyton, Essex, shall be the first Secretary of the Company.

## THE SEAL.

Custody of  
seal.

104. The Directors shall provide for the safe custody of the seal, and the seal shall never be used except by the authority of the Directors or a committee of the Directors previously given, and in the presence of two Directors at the least, who shall sign every instrument to which the seal is affixed, and every such instrument shall be countersigned by the Secretary or some other person appointed by the Directors.

## DIVIDENDS.

Dividends on  
Ordinary  
Shares.

105. Subject as aforesaid and to the next two succeeding clauses hereof, the profits of the Company shall be divisible among the Members holding Ordinary Shares in proportion to the amount of Capital paid-up on the Ordinary Shares held by them respectively.

No dividend on  
capital paid in  
advance and  
carrying  
interest.

106. Where Capital is paid-up on any shares in advance of calls, upon the footing that the same shall carry interest, such Capital shall not, whilst carrying interest, confer a right to participate in profits.

Declaration of  
dividends.

107. The Company in General Meeting may declare a dividend to be paid to the Members according to their rights and interests in the profits, but no larger dividend shall be declared than that for the time being allowed by the Football Association.

Restriction on  
amount of  
dividend.

108. No larger dividend shall be declared than is recommended by the Directors, but the Company in General Meeting may declare a smaller dividend.

Dividend to be  
paid out of  
profits only,  
and not carry  
interest.

109. No dividend shall be payable except out of the profits of the Company, and no dividend shall carry interest as against the Company.

Interim  
dividends.

110. The Directors may from time to time pay to the Members such interim dividends as in their judgment may have been earned by the Company. No Member shall be under any liability to account for any dividend paid under this clause.

Debts may be  
deducted.

111. The Directors may retain any dividends on which the Company has a lien, and may apply the same in or towards satisfaction of the debts, liabilities, or engagements in respect of which the lien exists.

Power to retain  
dividends on  
shares of  
deceased or  
bankrupt  
Members.

112. The Directors may retain the dividends payable upon shares in respect of which any person is under the transmission clause entitled to become a Member, or which any person under that clause is entitled to transfer, until such person shall become a Member in respect of such shares, or shall duly transfer the same.

Dividends to  
Joint holders.

113. In case several persons are registered as the joint holders of any share any one of such persons may give effectual receipts for all dividends and payments on account of dividends in respect of such share.

Transfers not  
to pass  
dividends  
declared before  
registration.  
Notice of  
dividend.

114. A transfer of shares shall not pass the right to any dividend declared thereon before the registration of the transfer.

115. Notice of the declaration of any dividend, whether interim or otherwise, shall be given to the holders of registered shares in manner hereinafter provided.

116. Unless otherwise directed, any dividend may be paid by cheque or warrant sent through the post to the registered address of the Member or person entitled, or, in case of joint-holders, to that one of them first named in the register in respect of the joint holding. Every such cheque shall be made payable to the order of the person to whom it is sent.

Dividends payable by posted cheques

### ACCOUNTS.

117. The Directors shall cause true accounts to be kept of the sums of money received and expended by the Company, and the matters in respect of which such receipt and expenditure takes place, and of the assets, credits and liabilities of the Company. The books of accounts shall be kept at the registered office of the Company, or at such other place or places as the Directors think fit.

Accounts to be kept.

118. The Directors shall from time to time determine whether and to what extent and at what times and places, and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of the Members, and no Member shall have any right of inspecting any account or book or document of the Company, except as conferred by statute, or authorised by the Directors or by a resolution of the Company in General Meeting.

Inspection by Members.

119. At the Ordinary Meeting in every year (except in the year 1900) the Directors shall lay before the Company a profit and loss account and a balance-sheet containing a summary of the property and liabilities of the Company made up to a date not more than four months before the Meeting from the time when the last preceding account and balance sheet were made, or in the case of the first account and balance-sheet from the incorporation of the Company.

Annual account and balance-sheet.

120. Every such balance-sheet shall be accompanied by a report of the Directors as to the state and condition of the Company, and as to the amount (if any) which they recommend to be paid out of the profits by way of dividend to the Members, and the amount (if any) which they propose to carry to the reserve fund, according to the provisions in that behalf hereinbefore contained, and the account, report and balance-sheet shall be signed by two Directors, and countersigned by the Secretary.

Annual report of Directors.

121. A printed copy of every such account, balance-sheet and report shall, seven days previously to the Meeting be served on each of the registered holders of shares in the manner in which notices are hereinafter directed to be served.

Copies to be sent to Members.

### AUDIT.

122. Once at least in every year (except in 1900) the accounts of the Company shall be examined, and the correctness of the profit and loss account and balance-sheet ascertained by one or more Auditor or Auditors.

Accounts to be audited annually.

123. The first Auditor or Auditors shall be appointed by the Directors. Subsequent Auditors shall be appointed by the Company at the Ordinary Meeting in each year. The remuneration of the first Auditors shall be fixed by the Directors, and of subsequent Auditors shall be fixed by the Company in General Meeting. Any Auditor quitting office shall be eligible for re-election. If one Auditor only is appointed all the provisions herein contained relating to

Auditors.

Auditors shall apply to him. The Auditors may be Members of the Company, but no person shall be eligible as an Auditor who is interested otherwise than as a Member of the Company in any transaction thereof, and no Director or other officer shall be eligible during his continuance in office.

Casual  
vacancy.

124. If any casual vacancy occurs in the office of Auditor, the Directors shall forthwith fill up the same.

Appointment  
by Board of  
Trade.

125. If no election of Auditors is made in manner aforesaid, the Board of Trade may, on the application of not less than five Members of the Company, appoint an Auditor for the current year, and fix the remuneration to be paid to him for his services.

Auditors to  
report on  
account and  
balance-sheet.

126. The Auditors shall be supplied with copies of the profit and loss account and balance-sheet intended to be laid before the Company in General Meeting seven days, at least, before the Meeting to which the same are to be submitted, and it shall be their duty to examine the same, with the accounts and vouchers relating thereto, and to report thereon.

Inspection of  
books by  
Auditors.

127. The Auditors shall, at all reasonable times, have access to the books and accounts of the Company, and they may, in relation thereto, examine the Directors or other officers of the Company.

When accounts  
to be deemed  
finally settled.

128. Every account of the Directors, when audited and approved by a General Meeting shall be conclusive, except as regards any error discovered therein, within three months next after the approval thereof. Whenever any such error is discovered within that period the amount shall forthwith be corrected, and thenceforth shall be conclusive.

#### NOTICES.

How notices to  
be served on  
Members.

129. A notice may be served by the Company upon any Member, either personally or by sending it through the post in a prepaid letter, envelope or wrapper, addressed to such Member at his registered place of address.

Members  
resident  
abroad.

130. Each holder of registered shares, whose registered place of address is not in the United Kingdom, may from time to time notify in writing to the Company an address in the United Kingdom, which shall be deemed his registered place of address within the meaning of the last preceding clause.

Notice where  
no address.

131. As regards those Members who have no registered place of address in the United Kingdom, a notice posted up in the office shall be deemed to be well served on them at the expiration of twenty-four hours after it is so posted up.

When notice  
may be given  
by  
advertisement.

132. Any notice required to be given by the Company to the Members or any of them, and not expressly provided for by these presents, shall be sufficiently given if given by advertisement. Any notice required to be, or which may be given by advertisement, shall be advertised once in two London daily newspapers.

Notice to  
joint holders.

133. All notices shall, with respect to any registered shares to which persons are jointly entitled, to be given to whichever of such persons is named first in the register, and notice so given shall be sufficient notice to all the holders of such shares.

134. Any notice sent by post shall be deemed to have been served on the day following that on which the letter, envelope or wrapper containing the same is posted and in proving such service it shall be sufficient to prove that the letter, envelope or wrapper containing the notice was properly addressed and put into the Post-office.

When notice  
by post deemed  
to be served.

135. Every person who by operation of law, transfer or other means whatsoever shall become entitled to any share, shall be bound by every notice in respect of such share which, previously to his name and address being entered on the register, shall be duly given to the person from whom he derives his title to such share.

Transferees,  
etc., bound by  
prior notices.

136. Any notice or document delivered or sent by post to or left at the registered address of any Member in pursuance of these presents, shall, notwithstanding such Member be then deceased, and whether or not the Company have notice of his decease, be deemed to have been duly served in respect of any registered shares, whether held solely or jointly with other persons by such member, until some other person be registered in his stead as the holder or joint holder thereof, and such service shall for all purposes of these presents be deemed a sufficient service of such notice or document on his or her heirs, executors or administrators, and all persons, if any jointly interested with him or her in any such shares.

Notice valid  
though  
Member  
deceased.

137. Where a given number of days' notice, or notice extending over any other period, is required to be given, the day of service shall, unless it is otherwise provided, be counted in such number of days or other period.

How time to  
be counted.

138. The signature to any notice to be given by the Company may be written or printed.

Signatures for  
Company.

#### DISSOLUTION OF COMPANY.

139. Two successive Extraordinary General Meetings, of which the second shall be held not less than fourteen days or more than one month after the first, may, by a resolution passed by the votes of at least two-thirds of the members present at the first meeting, and by a majority of the votes of the members present at the second meeting, resolve on the dissolution of the Company, and the time, mode, terms, and conditions at, in, and upon which the dissolution shall take place.

Formalities  
to precede  
dissolution.

140. The dissolution of the Company may be determined on for any purpose whatever, and whether the object be the absolute dissolution of the Company, or the reconstruction or modification of the Company, or its amalgamation with any other company having similar objects, and when determined on, the Directors shall carry the same into effect accordingly.

Dissolution  
may be  
resolved for  
any purposes

141. On the dissolution of the Company, the surplus assets shall be applied—first, in repaying to the members the amount paid on their shares respectively, and if such assets shall be insufficient to repay the said amount in full, they shall be applied rateably, so that the loss shall fall upon the members in proportion to the amount called up on their shares respectively, and no member shall be entitled to have any call made upon other members for the purpose of adjusting his rights; but where any call has been made and has been paid by some of the members, such call shall be enforced against the remaining members for the purpose of adjusting the rights of the members

Distribution of  
assets.



between themselves. If the surplus assets shall be more than sufficient to pay to the members the whole amount paid up on their shares, the balance shall be given to some other Club or Institute in the County Borough of West Ham or County of Essex, having objects similar to those contained in the Memorandum of Association, or to any local charity, or charitable or benevolent institution situate within the said county borough or county, such club, institution, or charity, to be decided upon and such property apportioned among all or any of such clubs, institutions, or charities by the Members of the Company, at or before the time of dissolution as they shall direct, or in default of any such decision or apportionment by the Members of the Company, the same to be decided upon and apportioned by a Judge of the High Court of Justice, having jurisdiction in such winding-up or dissolution and as he shall determine, or such balance may be disposed of in such other manner as the Members of the Company with the consent of the Council of the Football Association, if then existing, shall determine.

#### INDEMNITY AND RESPONSIBILITY.

##### Indemnity.

142. Every Director, Manager, Secretary and other officer or servant of the Company shall be indemnified by the Company against, and it shall be the duty of the Directors out of the funds of the Company to pay all costs, losses and expenses which any such officer or servant may incur or become liable to by reason of any contract entered into, or act, or deed done by him as such officer or servant or in any way in the discharge of his duties, including travelling expenses.

##### Individual responsibility of Directors.

143. No Director, or other officer of the Company shall be liable for the acts, receipts, neglects or defaults of any other Director or officer, for joining in any receipt or other act for conformity, or for any loss or expense happening to the Company through the insufficiency or deficiency of title to any property acquired by order of the Directors for or on behalf of the Company, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency, or tortious act of any person with whom any monies, securities or effects shall be deposited or for any loss or damage occasioned by any error of judgment or oversight on his part, or for any other loss, damage or misfortune whatever which shall happen in the execution of the duties of his office, or in relation thereto, unless the same happen through his own dishonesty.

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Names, Addresses and Description of Subscribers.

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Cornelius Edwin and Osborn Secretary  
 "Thymester" Walmer Road Dept Essex  
 James William Youngs, Esq. Clerk  
 8 Plaistow (East) St. Plaistow, Essex  
 George Handley, Contractor.  
 3121 Repton Road Canning Town E. Sec 33  
 George Charles Vandell House Agent.  
 87 Balaam St. Plaistow Essex.  
 Edwin Smith Timber Converter  
 8 Howards Road Plaistow Essex.  
 Aitken Brown Brassfounder &c.  
 422, Parking Road Plaistow Essex  
 Longelner Johnson, Clerk.  
 144, Osborne Road Forest Gate, Essex

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Dated this 4<sup>th</sup> day of July 1900.

Witness to the above signatures

Thomas Adam Mead

of Churston Avenue

Upton Manor

Essex.

Believe

DUPLICATE FOR THE FILE.

No.

66516



# Certificate of Incorporation

I hereby Certify, That the

*West Ham United Football Company, Limited*

is this day Incorporated under the Companies' Acts, 1862 to 1898, and that the Company is  
**Limited.**

Given under my hand at London this *Fifth* day of *July*

One Thousand Nine Hundred.

Fees and Deed Stamps £ *3.5.0*

Stamp Duty on Capital £ *5.0.0*

*Ernest Cleaves*  
Registrar of Joint Stock Companies.

Certificate received by

*A Jackson for Prestons*

*158 The Grove, Watford*

*Ernest*

Date

*9<sup>th</sup> July 1900*

[SEE BACK.]