

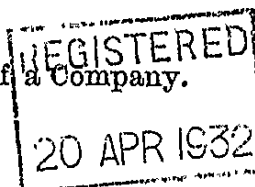
# THE COMPANIES ACT, 1929.



A 5s.  
Companies'  
Registration  
Fee Stamp  
must be  
impressed  
here.

DECLARATION of Compliance with the requirements of the  
Companies Act, 1929, on application for registration of a Company.

Pursuant to Section 15 (2).



Insert the  
Name of the  
Company.

*The Selvon Machine Tool*  
*Company*  
**LIMITED.**

Presented by

*Harris Clithorne Hobson*  
*6 Sprafford Place*  
*W.I.*

The Solicitors Law Stationery Society, Limited,  
22 Chancery Lane, W.C.2, 27 & 28 Walbrook, E.C.4, 49 Bedford Row, W.C.1, 6 Victoria Street, S.W.1,  
16 Hanover Street, W.1, 19 & 21 North John Street, Liverpool, and 68 St. Vincent Street, Glasgow.  
PRINTERS AND PUBLISHERS OF COMPANIES' BOOKS AND FORMS.

*J. Henry Arthur Chelham*  
of *6 Stratford Place in the County of*  
*London*

(a) Here insert:  
"A Solicitor of the  
Supreme Court"  
(or in Scotland  
"an Enrolled Law  
Agent") "engaged  
in the formation,"  
or  
"A person named  
in the Articles of  
Association as a  
"Director or  
"Secretary."

Do solemnly and sincerely declare that I am <sup>(a)</sup> *a Solicitor*  
*of the Supreme Court engaged in the*  
*formation*

of *The Leeson Machine Tool Company*

Limited, and that all the requirements of the Companies Act, 1929,  
in respect of matters precedent to the registration of the said  
Company and incidental thereto have been complied with, and I make  
this solemn Declaration conscientiously believing the same to be true  
and by virtue of the provisions of the "Statutory Declarations Act 1835."

Declared at *6 Stratford Place W.1*  
*in the County of London*

the *14<sup>th</sup>* day of *April* 193*5*

*H. A. Chelham*

Before me,

*H. W. Jones*

This margin is reserved for binding and should not be written across.

Stamp No. 25.

Stamp No. 25.

Stamp No. 25.

# THE STAMP ACT 1891.

(51 & 55 Vict., Ch. 39.)

COMPANY LIMITED BY SHARES.

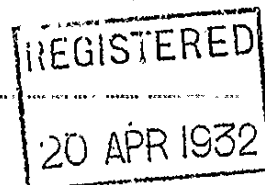


## Statement of the Nominal Capital

OF

*The Selson Machine Tool Company*

LIMITED.



Pursuant to Section 112 of the Stamp Act 1891, as amended by Section 7 of the Finance Act 1899, and by Section 39 of the Finance Act 1920.

*NOTE.—The Stamp Duty on the Nominal Capital is One Pound for every £100 or fraction of £100.*

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

Presented by

*Harris Clapham Hobson*  
*6 Stratford Place W.1.*

The Solicitors' Law Stationery Society, Limited,  
22 Chancery Lane, W.C.2, 27 & 28 Walbrook, E.C.4, 49 Bedford Row, W.C.1, 6 Victoria Street, S.W.1,  
15 Hanover Street, W.1, 19 & 21 North John Street, Liverpool, and 66 St. Vincent Street, Glasgow.  
PRINTERS AND PUBLISHERS OF COMPANIES' BOOKS AND FORMS.

# THE NOMINAL CAPITAL

OF

*The Helson Machine Tool Company*

, Limited,

is £ 1,000 ———, divided into 1,000 ———

Shares of £1 ——— each.

\*Signature

*James Chamberlain*

Officer

*Solicitor to the Company*

Dated the

*14<sup>th</sup>*

day of

*April*

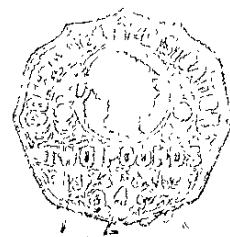
193

*2*

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



24657



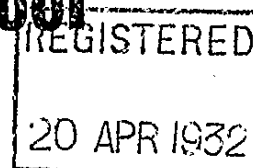
THE COMPANIES ACT 1929.

COMPANY LIMITED BY SHARES.

Memorandum of Association

OF

**The Selson Machine Tool  
Company, Limited.**



1. The name of the Company is "THE SELSON MACHINE TOOL COMPANY, LIMITED."
2. The registered office of the Company will be situate in England.
3. The objects for which the Company is established are:—
  - (A) To carry on the business of dealers in machinery, machine tools and small tools of every description.
  - (B) To buy, sell, manufacture, repair, alter and exchange, let on hire, let on hire-purchase, import, export and deal in all kinds of machines, machinery, tools, goods, articles and things which may be required, or be useful or convenient, in or for the purpose of the said business, or may be commonly supplied or dealt in by persons engaged in such business or which may seem to be capable of being profitably dealt with in connection with such business.
  - (C) To carry on any other businesses (manufacturing or otherwise) which may seem to the Company capable of being conveniently carried on in connection with the business hereinbefore mentioned, or calculated to directly or indirectly enhance the value of or render profitable any of the Company's property or rights.

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- (D) To purchase or otherwise acquire, and to sell, exchange, surrender, lease, mortgage, charge, convert, turn to account, dispose of and deal with property and rights of all kinds, and in particular mortgages, debentures, produce, concessions, options, contracts, patents, annuities, licenses, stocks, shares, bonds, policies, book debts, business concerns and undertakings, and claims, privileges and choses in action of all kind.
- (E) To subscribe for, conditionally or unconditionally, to underwrite, issue on commission, or otherwise take, hold, deal in and convert stocks, shares and securities of all kinds.
- (F) To construct, erect, alter, maintain and improve, or aid in, subsidize, or subscribe towards the construction, erection, maintenance and improvement of shops, warehouses, factories, storerooms, buildings, electric works, electric lighting works, machinery, plant, and other works and appliances.
- (G) To purchase or otherwise acquire and undertake the whole or any part of the business, property and liabilities of any person or company carrying on any business which this Company is authorised to carry on, or possessed of property suitable for the purposes of this Company.
- (H) To enter into partnership or into any arrangement for sharing profits, union of interest, co-operation, joint adventure, reciprocal concessions or otherwise with any person, partnership or company, in any business or transaction capable of being conducted so as directly or indirectly to benefit this Company.
- (I) To establish and support, or to aid in the establishment or support of associations, institutions, or conveniences calculated to benefit employes of the Company or its predecessors in business, or the dependents or connections of such persons, and to grant pensions and allowances, and to make payments towards insurance, and to subscribe or guarantee money for charities or benevolent objects, or for any exhibition, or for any public, general or useful object.
- (J) To promote or form, or assist in the promotion or formation of any other company or companies, either for the purpose

of acquiring, working or otherwise dealing with all or any of the property, rights, and liabilities of this Company, or any property in which the Company is interested or for any other purpose whatsoever, and to assist such companies or company by paying or contributing towards the preliminary expenses, or providing the whole or part of the capital thereof, or by taking of, subscribing for shares (preferred, ordinary or deferred) therein, or by lending money thereto upon debentures or otherwise, and further to pay out of the funds of the Company all expenses of and incident to the formation, registration, advertising and establishment of this or any other company, and also all expenses attending the issue of any circular or notice, or the printing, stamping and circulating of proxies or forms to be filled up by the Shareholders of this, or connected with this or any other company.

(K) To amalgamate with any other company in the United Kingdom, or elsewhere, whose objects or business are or is similar to any object or objects or the business or any part of the business of this Company, or include any object similar to any object of this Company, and whether by sale or purchase (for shares or otherwise) of the undertaking and the liabilities of this or any such other company as aforesaid, with or without winding-up, or by sale or purchase (for shares or otherwise) of all or any of the shares or stock, debentures or securities of this or such other company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner whatsoever.

(L) To remunerate any person, persons or company for services rendered or to be rendered in placing or assisting to place any shares in the Company's capital, or any debentures, debenture stock, or other securities of the Company, or in or about the formation or promotion of the Company or conduct of its business, and to pay commissions to any person, persons or company in consideration of his or their subscribing, or agreeing to subscribe, whether absolutely or conditionally, for any shares in this Company or any other company in which this Company may be or may be about to be, interested,

or in consideration of his or their procuring procure subscriptions, whether absolute or conditional, any shares in this Company or in any such other company as aforesaid.

- (M) To give to any person, firm, or Company subscribing or procuring subscriptions for the Capital of or rendering financial or other assistance to this Company, or any company or undertaking in which this Company is interested, in addition to any other form of remuneration the right to subscribe for and receive an allotment of any of the shares or other securities for the time being unissued of this Company, upon such terms as the Company may think expedient.
- (N) To distribute any of the property of the Company among the members in specie.
- (O) To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined.
- (P) To lend money to such persons and on such terms as may seem expedient, and in particular to customers and others having dealings with the Company, and to give any guarantee or indemnity as may seem expedient.
- (Q) To borrow or raise or secure the payment of money in such manner and on such terms as may seem expedient, and in particular by the issue of debentures or debenture stock whether perpetual or otherwise and charged or not charged upon the whole or any part of the property of the Company, both present and future, including its uncalled capital, and to redeem, purchase, or pay off such securities.
- (R) To draw, make, accept, indorse, discount, execute and issue promissory notes, bills of exchange, bills of lading warrants, debentures and other negotiable or transferable instruments or securities.
- (S) To undertake and execute any trusts, the undertaking whereof may seem desirable, and either gratuitously or otherwise.



(r) To sell, exchange, let on rent, royalty, share of profits, or otherwise, surrender, grant licenses, easements, and other rights of and over, and in any other manner deal with or dispose of the undertaking and all or any of the property, assets and effects for the time being of the Company or any part thereof respectively, 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

(v) To do all or any of the things hereinbefore mentioned or referred to in any part of the world, and either as principal, agents, contractors, trustees or otherwise and by or through agents, sub-contractors, trustees or otherwise and either alone or in conjunction with others.

(v) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them And it is hereby declared that the word "Company" in this clause shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in the United Kingdom or elsewhere, and that the objects specified in each paragraph shall, unless otherwise expressed in such paragraph, be deemed to be independent objects, and shall be deemed to be included by reference to or from any other paragraph or paragraph or

4 The Members of the Company

5. The Company shall be entitled to issue up to 1,000 Shares

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

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.	Number of Shares taken by each Subscriber.
<p><i>A. Lewis</i>  <i>100 Sandringham Road</i>  <i>Watford Herts. Eng.</i></p> <p><i>A.B. Coleman</i>  <i>9. Woodway Crescent,</i>  <i>Northwick Park</i>  <i>Harrow,</i>  <i>Middx.</i></p>	<p><i>One</i></p> <p><i>One</i></p>

Dated the 14<sup>th</sup> day of April, 1932.

Witness to the above Signatures:—

*A. Buccock*  
 Clerk to Messrs. Harris Chesham  
 & Cohen, Solicitors,  
 6 Stratford Place,  
 London, W.1.



26911 7



THE COMPANIES ACT, 1929.

COMPANY LIMITED BY SHARES.



Articles of Association

OF

# **The Selson Machine Tool Company, Limited.**

1. Subject to the provisions and modifications hereinafter contained, the regulations contained in Table "A" in the First Schedule to the Companies Act, 1929 (hereinafter called Table "A") shall apply to this Company.

2. The following Articles of Table "A" shall not apply to this Company, viz. : 21, 52, 64, 66, 69, 72, 73 to 76 (inclusive), 78, 79, 82 and 101.

3. The Directors may refuse to register any transfer of Shares or Stock without giving any reason.

4. It shall be lawful for the Company to pay a commission not exceeding 10 per cent. to any person in consideration of his subscribing or agreeing to subscribe whether absolutely or conditionally, for any Shares of the Company, or procuring or agreeing to procure subscriptions, whether absolute or conditional, for any Shares in the Company.

5. The number of the members of the Company (exclusive of persons who are in the employment of the Company and of persons who having been formerly in the employment of the Company were while in such employment and have continued after the determination of such employment to be members of the Company) is limited to fifty.

6. The Company shall not issue any invitation to the public to subscribe for any Shares or Debentures of the Company.

7 The word "two" shall be inserted in Article 45 of Table "A" in lieu of the word "three," and the words "and either at once or after an interval or adjournment" shall be inserted in Article 51 of Table "A" immediately after the word "manner."

8. (A) No Shares shall, without the consent of the Directors, be transferred to any person who is not a Member of the Company, so long as any Member of the Company or any person selected by the Directors as one whom it is desirable in the interests of the Company to admit to membership is willing to purchase such Shares at their fair value.

(B) In order to ascertain whether any Member or any person selected as aforesaid is willing to purchase Shares, the proposing transferor shall give notice in writing (hereinafter called "the sale notice") to the Company that he desires to transfer the same.

(C) Such notice shall specify the sum he fixes as the fair value, and shall constitute the Company his agent for the sale of the Shares to any Member of the Company or person selected as aforesaid at the price so fixed, or at the fair value to be fixed by the expert in accordance with Clause 8 (E) of these Articles. The sale notice may include several Shares, and in such case shall operate as if it were a separate notice in respect of each. The sale notice shall not be revocable except with the consent of the Directors.

(D) If the Company shall within twenty-eight days after being served with such notice find a Member or other person to be selected by the Directors as aforesaid willing to purchase the Shares (hereinafter called the Purchaser), and shall give notice thereof to the selling Member, the selling Member shall be bound upon payment of the fair value to transfer the Shares to the Purchaser.

(E) In case any difference arises between the proposing transferor and the Purchaser as to the fair value of the Shares, the Auditor for the time being of the Company shall, on the application of either party, certify in

writings, the sum which in his opinion is the fair value, and such sum shall be deemed to be the fair value, and in so certifying the Auditor shall be considered to be acting as an expert and not as an arbitrator, and accordingly the Arbitration Act, 1889, shall not apply.

- (F) If the selling Member, after having become bound as aforesaid, shall make default in transferring the Shares, the Company may receive the purchase-money, and shall thereupon cause the name of the Purchaser to be entered in the register as the holder of the Shares, and shall hold the purchase-money in trust for the selling Member. The receipt of the Company for the purchase-money shall be a good discharge to the Purchaser, and after his name has been entered in the register in purported exercise of the aforesaid power, the validity of the proceedings shall not be questioned by any person.
- (G) If the Company shall not within twenty-eight days after being served with the sale notice find a Member or other person to be selected by the Directors as aforesaid willing to purchase the Shares, and give notice in manner aforesaid, or if such Purchaser shall not within such twenty-eight days duly provide the price payable for such Shares in accordance with these Articles, the selling Member shall at any time within three calendar months afterwards (subject to an absolute power for the Directors to refuse to register any transfer of Shares or Stocks of the Company without giving any reason) be at liberty to sell and transfer the Shares (and those not placed) to any person and at any price.
- (H) On the death or bankruptcy of any Member his personal representative or Trustee in bankruptcy shall within one month after the death or bankruptcy give notice in writing thereof to the Company (hereinafter called "the transfer notice") to the intent that the Directors may offer his Shares to any Member of the Company or other person selected by the Directors as aforesaid for purchase by him at the fair value ascertained as hereinbefore provided.

- (i) If the Company shall within twenty-eight days after being served with such notice find a Member or other person as aforesaid willing to purchase the Shares (hereinafter called "the Purchaser") and shall give notice thereof to the personal representative or Trustee in Bankruptcy aforesaid, such personal representative or Trustee in Bankruptcy shall be bound on payment of the purchase price as hereinbefore provided to transfer the same to the Purchaser.
- (j) If such personal representative or Trustee in Bankruptcy shall make default in transferring the Shares, the Company may receive the purchase-money, and shall thereupon cause the name of the Purchaser to be entered in the register as the holder of the Shares, and shall hold the purchase-money in trust for the personal representative or Trustee of the deceased or bankrupt Member. The receipt of the Company for the purchase-money shall be a good discharge to the Purchaser and, after his name has been entered in the register in purported exercise of the aforesaid power, the validity of the proceedings shall not be questioned by any person.
- (k) If the Company shall not within twenty-eight days after being served with the transfer notice find a Member or other person as aforesaid willing to purchase the Shares and give notice in manner aforesaid, or if such Member or other person shall not within such twenty-eight days of such notice given to the personal representative or Trustee in Bankruptcy duly provide the price payable for such Shares in accordance with these Articles, the personal representative or Trustee in Bankruptcy shall be at liberty to sell and transfer the Shares (or those not placed) to any person and at any price.

9. The number of Directors shall not at any one time be less than two or more than five.

10. The first Directors of the Company shall be appointed by an instrument in writing signed by the signatories hereto and it shall not be necessary to convene a meeting for this purpose.

11. The Directors shall have power from time to time and at any time to appoint any other person or persons to be a Director or Directors either to fill a casual vacancy or as an addition to the Board, but so that the total number of Directors shall not at any time exceed the maximum number fixed as above.

12. The office of a Director shall be vacated—

(a) If such Director shall be found lunatic or become of unsound mind.

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

13. Any Director may be employed by or hold any office of profit under the Company. If any Director shall be called upon to go or reside abroad on the Company's business, or otherwise perform extra services, the Board may arrange with such Director for such special remuneration for such services either by way of salary, commission, or the payment of a stated sum of money, as they shall think fit.

14. The Directors may from time to time appoint one or more of their number, or any other person, to any office or employment, either temporary or otherwise, in the Company, with such powers and duties and subject to such restrictions as the Directors may think fit.

15. 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 that office, or of the fiduciary relation 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 no Director shall be disqualified by his office from acting as agent or receiving a commission from any firm acting as agent for the Company, or from acting in a professional capacity for the Company, or on account of his being a partner in or remunerated by any firm acting as agents or in any other professional

capacity for the Company, but it shall be necessary for such Director to make a declaration of his interest on the occasion of any business done or about to be done by him or such firm for the Company, or on the passing or payment of any account for professional services rendered by him or such firm. A Director of this Company may be or become a Director of any Company promoted by or having dealings with this Company or in which it may be interested as vendor, shareholder or otherwise, and no such Director shall be accountable for any benefits received as director or member of such Company. A general notice to the effect that a Director is a member or director of or otherwise interested in or remunerated by any specified firm or company, and is to be regarded as interested in any subsequent transactions with such firm or company, shall be sufficient disclosure under this clause as regards the then present and all such subsequent transactions, and after such general notice it shall not be necessary to give any special notice relating to any particular transaction with such firm or company.

16. A resolution in writing signed by all the Directors (although not then present at any meeting of the Directors) shall be as valid and effectual as if it had been passed or adopted by a meeting of the Directors, duly convened and constituted.

17. Any resolution in writing passed by the Directors and—after notice thereof by circular to all the members who shall then be registered in the Register of Members—ratified or confirmed in writing by members who together would be entitled at a poll to at least three-quarters of the votes to which the whole of the members together would then be so entitled, shall be as valid and effective as a Resolution of a General Meeting.

18. 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 the regulations of the Company for the time being vested in or exercisable by the Directors generally. The quorum of Directors shall be three Directors.

19. Article 81 of Table "A" shall be varied by the insertion after the words "Chairman shall" of the word "not."



20. The Directors may from time to time appoint any person or persons to be Manager or Managers of the Company either for a fixed term or without any limitation as to the period for which he or they, is or are to hold office, and may subject to any contract between him or them and the Company from time to time remove or dismiss him or them from office and appoint another or others in his or their place or places.

21. In the case of any vacancy in the office of Manager the Directors may either fill such vacancy or not as they may think fit.

22. The remuneration of a Manager shall subject to any Contract between him and the Company be fixed by the Members in General Meeting, and may be by way of salary, commission, percentage, or participation in profits, or by any or all of these modes

23. A copy of the balance sheet, to be made out as provided in Article 100 of Table "A" shall, for not less than two clear days immediately preceeding the day of the meeting at which it should be laid before the Company, lie at the Registered Office of the Company for inspection by members.

24. On the balance sheet prescribed by Article 100 of Table "A" being duly adopted by a General Meeting, it shall in the absence of fraud, be binding, final, and conclusive on and against every member and officer of the Company.

25. On any such sale by the Liquidator of the Company as is referred to in Section 234 of the Companies Act, 1929, or by any arrangement made by him under that Section, or by the Special Resolution confirming the same, provision may be made for the distribution or appropriation otherwise than in accordance with the legal rights of the contributories of the Company of the shares, cash or other benefits to be received in compensation for such sale or arrangement, and, in particular, any class may be given preferential or special rights, or may be excluded altogether or in part.

---

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.

---

*M. Lewis*  
 110 Sandringham Road  
 Watford Herts  
 Clerk

*A. B. Coleman*  
 9, Woodway Crescent,  
 Northwick Park  
 Harrow,  
 Clerk                      Mrs.

---

Dated the 14<sup>th</sup> day of *April*, 1932.

Witness to the above Signatures:—

*A. B. Bullock*  
 Clerk to Messrs. Harris Chesham & Cohen  
 Solicitors,  
 6, Stratford Place,  
 London, W.1

DUPLICATE FOR THE FILE.

20 264157



# Certificate of Incorporation

I Hereby Certify,

THE SELSON MACHINE TOOL COMPANY, LIMITED

is this day Incorporated under the Companies Act, 1929, and that the Company Limited.

Given under my hand at London this twentieth day of April One  
Thousand Nine Hundred and thirty-two.

*Greenwood*

Registrar of Companies.

Certificate  
received by

*A. D. Tolson*  
*for Morris Chesham Tolson*  
*6, Stratford Place,*  
*W. 1.*

Date.

*20th April 1932*

Report of the Directors to the Members of the Selson Machine Tool Company Ltd., as submitted at the Annual General Meeting of the Company to be held at Guild House, North Acton, on Monday 18th September, 1950.

\*\*\*\*\*

The Directors present herewith the Balance Sheet of the Company as at 31st March, 1950 and the Profit and Loss Account of the Company for the year ended on that date.

The Profits of the Company before taxation amounted to...£124.

The Provisions for Taxation based on the Profits of the year, including a provision for the equalisation of the effect of Initial Allowances, were:-

Profits Tax.....£476.

Income Tax..... 419. 895.

Making a Net Loss for the year after Taxation of..... 771.

Against which there is a credit balance brought forward

from last year of..... 823.

Leaving a Credit Balance to be carried forward of..... 852.

By Order of the Board

*V. G. Goodall*  
Secretary.

We hereby certify that this is a true copy of every Directors' Report as laid before the Company in general meeting during the period to which the accounts relate.

For and on behalf of:

THE SELSON MACHINE TOOL COMPANY LIMITED.

*Orlando G. R. Beall*  
Director.  
*Victor G. Goodall*  
Secretary.

**DAMAGED DOCUMENT**

REGISTERED  
2 FEB 1939



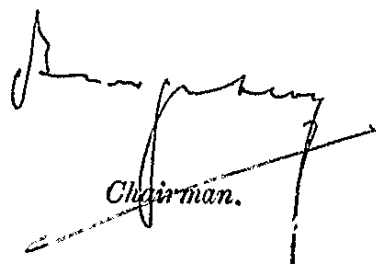
## THE SELSON MACHINE TOOL COMPANY LTD.

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At an EXTRAORDINARY GENERAL MEETING of the above Company held at 95 Wood Lane W.12 on the 26th day of January 1939 the following RESOLUTION was passed as a SPECIAL RESOLUTION :—

That the Articles of Association be altered by striking out the present Article 9 and substituting the following :—

“ The number of Directors shall not at any time be less than two or more than nine.”

  
Chairman.

Presented by:  
Messrs. Harris Chatham Cohen  
6, Grosvenor Place,

Art. 1. 96



## THE COMPANIES ACT, 1948



A 5s.  
Companies  
Registration Fee  
Stamp must  
be impressed  
here.

Notice of Place where Register of Members is kept  
or of any Change in that Place

(Pursuant to section 110 (3))

Insert the  
Name of  
the Company

THE SELSON MACHINE TOOL COMPANY

REGISTERED  
13 AUG 1959

LIMITED

Section 110 of the Companies Act, 1948, provides that :—

\* \* \* \* \*

(3) Every company shall send notice to the registrar of companies of the place where its register of members is kept and of any change in that place :

Provided that a company shall not be bound to send notice under this subsection where the register has, at all times since it came into existence or, in the case of a register in existence at the commencement of this Act, at all times since then, been kept at the registered office of the company.

(4) Where a company makes default in complying with subsection (1) of this section or makes default for fourteen days in complying with the last foregoing subsection, the company and every officer of the company who is in default shall be liable to a default fine.

Presented by V. G. Goodall,

41-45, Minerva Road,

North Acton. N.W.10.

The Solicitors' Law Stationery Society, Limited,  
2 Chancery Lane, W.C.2; 3 Bucklersbury, E.C.4; 49 Bedford Row, W.C.1; 6 Victoria Street, S.W.1;  
5 Hanover Street, W.1; 55-59 Newhall Street, Birmingham, 3; 31 Charles Street, Cardiff; 19 & 21 North  
John Street, Liverpool, 2; 28-30 John Dalton Street, Manchester, 2; and 157 Hope Street, Glasgow, G.2.

Notice of Place where Register of Members is kept or of any  
Change in that Place.

To the REGISTRAR OF COMPANIES.

THE SELSON MACHINE TOOL COMPANY LIMITED

hereby gives you notice, in accordance with subsection (3) of section 110  
as from 1st September 1959.  
of the Companies Act, 1948, that the register of members of the Company  
will be  
is kept at 600, Wood Lane,

Shepherds Bush, London. W.12.

Signature

Victor E. Goddall

(State whether  
Director or Secretary).

Secretary

Dated the 12<sup>th</sup> day of August 1959.

NOTE.—This Margin is reserved for binding and must not be written across.

NO. OF COMPANY. 264557

171

THE COMPANIES ACTS 1948 TO 1967

Notice of Situation of Registered Office  
or of any Change therein.

Pursuant to Section 107.

To the REGISTRAR OF COMPANIES.

THE SELSON MACHINE TOOL COMPANY

LIMITED,

hereby gives you notice, in accordance with Section 107 of the Companies Act, 1948,

that the Registered Office of the Company is situated at

600 Wood Lane, London, W.12.

(Signature)

*H. B. Watson*

(State whether Director or Secretary)

Secretary.

DATED the twentieth day of November, 1968.

NOTE:— This notice must be forwarded to the Registrar of Companies within 14 days after the date of the incorporation of the Company or of the change, as the case may be.

CAY No. C.F.4.

4/34036 L

JORDAN & SONS,  
LIMITED

Company Registration Agents, Printers & Publishers,

7, 8 & 9, FETTER LANE, LONDON, E.C.4

Presented by

Mr. H. B. Watson,

600 Wood Lane,

Document Filer's Reference



79  
THE COMPANIES ACT, 1929.

COMPANY LIMITED BY SHARES.

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Memorandum

AND

Articles of Association

OF

**The SELSON MACHINE TOOL COMPANY,**  
**LIMITED.**

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*Incorporated the 20th day of April, 1932.*

Filed under Section 9 of the European Communities  
Act 1972

for and on behalf of  
The Selson Machine Tool Co. Ltd.

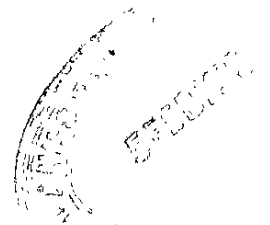
Director

HARRIS, CHETNAM & COHEN,

6, Stratford Place, London, W. 1,

SIMMONS & SIMMONS,  
14, DUNNION STREET,  
E.C.2.

Solicitors.



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COMPANY LIMITED BY SHARES.

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Memorandum of Association  
OF  
**The Selson Machine Tool  
Company, Limited.**

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1. The name of the Company is "THE SELSON MACHINE TOOL COMPANY LIMITED."
2. The registered office of the Company will be situate in England.
3. The objects for which the Company is established are:—
  - (A) To carry on the business of dealers in machinery, machine tools and small tools of every description.
  - (B) To buy, sell, manufacture, repair, alter and exchange, let on hire, let on hire-purchase, import, export and deal in all kinds of machines, machinery, tools, goods, articles and things which may be required, or be useful or convenient, in or for the purpose of the said business, or may be commonly supplied or dealt in by persons engaged in such business or which may seem to be capable of being profitably dealt with in connection with such business.
  - (C) To carry on any other businesses (manufacturing or otherwise) which may seem to the Company capable of being conveniently carried on in connection with the business hereinbefore mentioned, or calculated to directly or indirectly enhance the value of or render profitable any of the Company's property or rights.

- (D) To purchase or otherwise acquire, and to sell, exchange, surrender, lease, mortgage, charge, convert, turn to account, dispose of and deal with property and rights of all kinds, and in particular mortgages, debentures, produce, concessions, options, contracts, patents, annuities, licenses, stocks, shares, bonds, policies, book debts, business concerns and undertakings, and claims, privileges and choses in action of all kind.
- (E) To subscribe for, conditionally or unconditionally, to underwrite, issue on commission, or otherwise take, hold, deal in and convert stocks, shares and securities of all kinds.
- (F) To construct, erect, alter, maintain and improve, or aid in, subsidize, or subscribe towards the construction, erection, maintenance and improvement of shops, warehouses, factories, storerooms, buildings, electric works, electric lighting works, machinery, plant, and other works and appliances.
- (G) To purchase or otherwise acquire and undertake the whole or any part of the business, property and liabilities of any person or company carrying on any business which this Company is authorised to carry on, or possessed of property suitable for the purposes of this Company.
- (H) To enter into partnership or into any arrangement for sharing profits, union of interest, co-operation, joint adventure, reciprocal concessions or otherwise with any person, partnership or company, in any business or transaction capable of being conducted so as directly or indirectly to benefit this Company.
- (I) To establish and support, or to aid in the establishment or support of associations, institutions, or conveniences calculated to benefit employes of the Company or its predecessors in business, or the dependents or connections of such persons, and to grant pensions and allowances, and to make payments towards insurance, and to subscribe or guarantee money for charities or benevolent objects, or for any exhibition, or for any public, general or useful object.
- (J) To promote or form, or assist in the promotion or formation of any other company or companies, either for the purpose

of acquiring, working or otherwise dealing with all or any of the property, rights, and liabilities of this Company, or any property in which the Company is interested or for any other purpose whatsoever, and to assist such companies or company by paying or contributing towards the preliminary expenses, or providing the whole or part of the capital thereof, or by taking of, subscribing for shares (preferred, ordinary or deferred) therein, or by lending money thereto upon debentures or otherwise, and further to pay out of the funds of the Company all expenses of and incident to the formation, registration, advertising and establishment of this or any other company, and also all expenses attending the issue of any circular or notice, or the printing, stamping and circulating of proxies or forms to be filled up by the Shareholders of this, or connected with this or any other company.

(K) To amalgamate with any other company in the United Kingdom, or elsewhere, whose objects or business are or is similar to any object or objects or the business or any part of the business of this Company, or include any object similar to any object of this Company, and whether by sale or purchase (for shares or otherwise) of the undertaking and the liabilities of this or any such other company as aforesaid, with or without winding-up, or by sale or purchase (for shares or otherwise) of all or any of the shares or stock, debentures or securities of this or such other company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner whatsoever.

(L) To remunerate any person, persons or company for services rendered or to be rendered in placing or assisting to place any shares in the Company's capital, or any debentures, debenture stock, or other securities of the Company, or in or about the formation or promotion of the Company or conduct of its business, and to pay commissions to any person, persons or company in consideration of his or their subscribing, or agreeing to subscribe, whether absolutely or conditionally, for any shares in this Company or any other company in which this Company may be or may be about to be, interested,

or in consideration of his or their procuring or agreeing to procure subscriptions, whether absolute or conditional, for any shares in this Company or in any such other company as aforesaid.

- (m) To give to any person, firm, or Company subscribing or procuring subscriptions for the Capital of or rendering financial or other assistance to this Company, or any company or undertaking in which this Company is interested, in addition to any other form of remuneration the right to subscribe for and receive an allotment of any of the shares or other securities for the time being unissued of this Company, upon such terms as the Company may think expedient.
- (n) To distribute any of the property of the Company among the members in specie.
- (o) To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined.
- (p) To lend money to such persons and on such terms as may seem expedient, and in particular to customers and others having dealings with the Company, and to give any guarantee or indemnity as may seem expedient.
- (q) To borrow or raise or secure the payment of money in such manner and on such terms as may seem expedient, and in particular by the issue of debentures or debenture stock whether perpetual or otherwise and charged or not charged upon the whole or any part of the property of the Company, both present and future, including its uncalled capital, and to redeem, purchase, or pay off such securities.
- (r) To draw, make, accept, indorse, discount, execute and issue promissory notes, bills of exchange, bills of lading warrants, debentures and other negotiable or transferable instruments or securities.
- (s) To undertake and execute any trusts, the undertaking whereof may seem desirable, and either gratuitously or otherwise.

(r) To sell, exchange, let on rent, royalty, share of profits, or otherwise, surrender, grant licenses, easements, and other rights of and over, and in any other manner deal with or dispose of the undertaking and all or any of the property, assets and effects for the time being of the Company or any part thereof respectively, 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

(u) To do all or any of the things hereinbefore mentioned or referred to in any part of the world, and either as principal, agents, contractors, trustees or otherwise and by or through agents, sub-contractors, trustees or otherwise and either alone or in conjunction with others.

(v) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them. And it is hereby declared that the word "Company" in this clause shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in the United Kingdom or elsewhere, and that the objects specified in each paragraph of this clause shall, unless otherwise expressed in such paragraph, be treated as independent objects, and shall be in nowise limited or restricted by reference to a. inference from the terms of any other paragraph or from the name of the Company.

4. The liability of the Members is limited.

5. The Share Capital of the Company is £1,000 divided into 1,000 Shares of £1 each.

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

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.	Number of Shares taken by each Subscriber.
<p>W. LEWIS, 100, Sandringham Road, Watford, Herts. Clerk.</p>	<p>One</p>
<p>A. B. COLEMAN, 9, Woodway Crescent, Northwick Park, Harrow, Mdx. Clerk.</p>	<p>One</p>

Dated the 14th day of April, 1932.

Witness to the above Signatures:—

H. BULLOCK,

Clerk to MESSRS. HARRIS, CHETHAM & COHEN,

Solicitors,

6, Stratford Place, London, W.1.

THE COMPANIES ACT, 1929.

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COMPANY LIMITED BY SHARES.

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Articles of Association

OF

**The Selson Machine Tool  
Company, Limited.**

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1. Subject to the provisions and modifications hereinafter contained, the regulations contained in Table "A" in the First Schedule to the Companies Act, 1929 (hereinafter called Table "A") shall apply to this Company.
2. The following Articles of Table "A" shall not apply to this Company, viz. : 21, 52, 64, 66, 69, 72, 73 to 76 (inclusive), 78, 79, 82 and 101.
3. The Directors may refuse to register any transfer of Shares or Stock without giving any reason.
4. It shall be lawful for the Company to pay a commission not exceeding 10 per cent. to any person in consideration of his subscribing or agreeing to subscribe whether absolutely or conditionally, for any Shares of the Company, or procuring or agreeing to procure subscriptions, whether absolute or conditional, for any Shares in the Company.
5. The number of the members of the Company (exclusive of persons who are in the employment of the Company and of persons who having been formerly in the employment of the Company were while in such employment and have continued after the determination of such employment to be members of the Company) is limited to fifty.
6. The Company shall not issue any invitation to the public to subscribe for any Shares or Debentures of the Company.



7. The word "two" shall be inserted in Article 45 of Table "A" in lieu of the word "three," and the words "and either at once or after an interval or adjournment" shall be inserted in Article 51 of Table "A" immediately after the word "manner."

8. (A) No Shares shall, without the consent of the Directors, be transferred to any person who is not a Member of the Company, so long as any Member of the Company or any person selected by the Directors as one whom it is desirable in the interests of the Company to admit to membership is willing to purchase such Shares at their fair value.

(B) In order to ascertain whether any Member or any person selected as aforesaid is willing to purchase Shares, the proposing transferor shall give notice in writing (hereinafter called "the sale notice") to the Company that he desires to transfer the same.

(C) Such notice shall specify the sum he fixes as the fair value, and shall constitute the Company his agent for the sale of the Shares to any Member of the Company or person selected as aforesaid at the price so fixed, or at the fair value to be fixed by the expert in accordance with Clause 8 (E) of these Articles. The sale notice may include several Shares, and in such case shall operate as if it were a separate notice in respect of each. The sale notice shall not be revocable except with the consent of the Directors.

(D) If the Company shall within twenty-eight days after being served with such notice find a Member or other person to be selected by the Directors as aforesaid willing to purchase the Shares (hereinafter called the Purchaser), and shall give notice thereof to the selling Member, the selling Member shall be bound upon payment of the fair value to transfer the Shares to the Purchaser.

(E) In case any difference arises between the proposing transferor and the Purchaser as to the fair value of the Shares, the Auditor for the time being of the Company shall, on the application of either party, certify in

writing, the sum which in his opinion is the fair value, and such sum shall be deemed to be the fair value, and in so certifying the Auditor shall be considered to be acting as an expert and not as an arbitrator, and accordingly the Arbitration Act, 1889, shall not apply.

- (f) If the selling Member, after having become bound as aforesaid, shall make default in transferring the Shares, the Company may receive the purchase-money, and shall thereupon cause the name of the Purchaser to be entered in the register as the holder of the Shares, and shall hold the purchase-money in trust for the selling Member. The receipt of the Company for the purchase-money shall be a good discharge to the Purchaser, and after his name has been entered in the register in purported exercise of the aforesaid power, the validity of the proceedings shall not be questioned by any person.
- (g) If the Company shall not within twenty-eight days after being served with the sale notice find a Member or other person to be selected by the Directors as aforesaid willing to purchase the Shares, and give notice in manner aforesaid, or if such Purchaser shall not within such twenty-eight days duly provide the price payable for such Shares in accordance with these Articles, the selling Member shall at any time within three calendar months afterwards (subject to an absolute power for the Directors to refuse to register any transfer of Shares or Stocks of the Company without giving any reason), be at liberty to sell and transfer the Shares (and those not placed) to any person and at any price.
- (h) On the death or bankruptcy of any Member his personal representative or Trustee in bankruptcy shall within one month after the death or bankruptcy give notice in writing thereof to the Company (hereinafter called "the transfer notice") to the intent that the Directors may offer his Shares to any Member of the Company or other person selected by the Directors as aforesaid for purchase by him at the fair value ascertained as hereinbefore provided.

- (i) If the Company shall within twenty-eight days after being served with such notice find a Member or other person as aforesaid willing to purchase the Shares (hereinafter called "the Purchaser") and shall give notice thereof to the personal representative or Trustee in Bankruptcy aforesaid, such personal representative or Trustee in Bankruptcy shall be bound on payment of the purchase price as hereinbefore provided to transfer the same to the Purchaser.
- (j) If such personal representative or Trustee in Bankruptcy shall make default in transferring the Shares, the Company may receive the purchase-money, and shall thereupon cause the name of the Purchaser to be entered in the register as the holder of the Shares, and shall hold the purchase-money in trust for the personal representative or Trustee of the deceased or bankrupt Member. The receipt of the Company for the purchase-money shall be a good discharge to the Purchaser and, after his name has been entered in the register in purported exercise of the aforesaid power, the validity of the proceedings shall not be questioned by any person.
- (k) If the Company shall not within twenty-eight days after being served with the transfer notice find a Member or other person as aforesaid willing to purchase the Shares and give notice in manner aforesaid, or if such Member or other person shall not within such twenty-eight days of such notice given to the personal representative or Trustee in Bankruptcy duly provide the price payable for such Shares in accordance with these Articles, the personal representative or Trustee in Bankruptcy shall be at liberty to sell and transfer the Shares (or those not placed) to any person and at any price.

9. The number of Directors shall not at any one time be less than two or more than nine.

10. The first Directors of the Company shall be appointed by an instrument in writing signed by the signatories hereto and it shall not be necessary to convene a meeting for this purpose.

11. The Directors shall have power from time to time and at any time to appoint any other person or persons to be a Director or Directors either to fill a casual vacancy or as an addition to the Board, but so that the total number of Directors shall not at any time exceed the maximum number fixed as above.

12. The office of a Director shall be vacated—

(c) If such Director shall be found lunatic or become of unsound mind.

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

13. Any Director may be employed by or hold any office of profit under the Company. If any Director shall be called upon to go or reside abroad on the Company's business, or otherwise perform extra services, the Board may arrange with such Director for such special remuneration for such services either by way of salary, commission, or the payment of a stated sum of money, as they shall think fit.

14. The Directors may from time to time appoint one or more of their number, or any other person, to any office or employment, either temporary or otherwise, in the Company, with such powers and duties and subject to such restrictions as the Directors may think fit.

15. 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 that office, or of the fiduciary relation 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 no Director shall be disqualified by his office from acting as agent or receiving a commission from any firm acting as agent for the Company, or from acting in a professional capacity for the Company, or on account of his being a partner in or remunerated by any firm acting as agents or in any other professional

capacity for the Company, but it shall be necessary for such Director to make a declaration of his interest on the occasion of any business done or about to be done by him or such firm for the Company, or on the passing or payment of any account for professional services rendered by him or such firm. A Director of this Company may be or become a Director of any Company promoted by or having dealings with this Company or in which it may be interested as vendor, shareholder or otherwise, and no such Director shall be accountable for any benefits received as director or member of such Company. A general notice to the effect that a Director is a member or director of or otherwise interested in or remunerated by any specified firm or company, and is to be regarded as interested in any subsequent transactions with such firm or company, shall be sufficient disclosure under this clause as regards the then present and all such subsequent transactions, and after such general notice it shall not be necessary to give any special notice relating to any particular transaction with such firm or company.

16. A resolution in writing signed by all the Directors (although not then present at any meeting of the Directors) shall be as valid and effectual as if it had been passed or adopted by a meeting of the Directors, duly convened and constituted.

17. Any resolution in writing passed by the Directors and—after notice thereof by circular to all the members who shall then be registered in the Register of Members—ratified or confirmed in writing by members who together would be entitled at a poll to at least three-quarters of the votes to which the whole of the members together would then be so entitled, shall be as valid and effective as a Resolution of a General Meeting.

18. 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 the regulations of the Company for the time being vested in or exercisable by the Directors generally. The quorum of Directors shall be three Directors.

19. Article 81 of Table "A" shall be varied by the insertion after the words "Chairman shall" of the word "not."

20. The Directors may from time to time appoint any person or persons to be Manager or Managers of the Company either for a fixed term or without any limitation as to the period for which he or they, is or are to hold office, and may subject to any contract between him or them and the Company from time to time remove or dismiss him or them from office and appoint another or others in his or their place or places.

21. In the case of any vacancy in the office of Manager the Directors may either fill such vacancy or not as they may think fit.

22. The remuneration of a Manager shall subject to any Contract between him and the Company, be fixed by the Members in General Meeting, and may be by way of salary, commission, percentage, or participation in profits, or by any or all of these modes.

23. A copy of the balance sheet, to be made out as provided in Article 100 of Table "A" shall, for not less than two clear days immediately preceeding the day of the meeting at which it should be laid before the Company, lie at the Registered Office of the Company for inspection by members.

24. On the balance sheet prescribed by Article 100 of Table "A" being duly adopted by a General Meeting, it shall in the absence of fraud, be binding, final, and conclusive on and against every member and officer of the Company.

25. On any such sale by the Liquidator of the Company as is referred to in Section 234 of the Companies Act, 1929, or by any arrangement made by him under that Section, or by the Special Resolution confirming the same, provision may be made for the distribution or appropriation otherwise than in accordance with the legal rights of the contributories of the Company of the shares, cash or other benefits to be received in compensation for such sale or arrangement, and, in particular, any class may be given preferential or special rights, or may be excluded altogether or in part.

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NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.

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W. LEWIS,  
 100, Sandringham Road,  
 Watford,  
 Herts.  
 Clerk.

A. B. COLEMAN,  
 9, Woodway Crescent,  
 Northwick Park,  
 Harrow, Mdx.  
 Clerk.

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Dated the 14th day of April, 1932.

Witness to the above Signatures:—

H. BULLOCK,  
 Clerk to MESSRS. HARRIS, CHITHAM & COHEN,  
 Solicitors,  
 6, Stratford Place, London, W. 1.

Memorandum  
AND  
Articles of Association  
OF  
The SELSON MACHINE TOOL  
COMPANY, LIMITED.

*Incorporated the 20th day of April, 1932.*

HARRIS, CHETHAM & CO. LK.

6, Pall Mall Place,

London, W.1.

*Solicitors*