

Crown Way Cardiff CF14 3UZ
www.companieshouse.gov.uk

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Companies House regrets that documents in this company's microfiche record have pages which are illegible.

This has been noted but unfortunately steps taken to rectify this were unsuccessful.

Companies House would like to apologise for any inconvenience this may cause.

COMPANY INFORMATION SUPPLIED BY COMPANIES HOUSE

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DUPLICATE FOR THE FILE.

No. 73975



Certificate of Incorporation

I hereby Certify, That the

Ocean Steam Ship Company Limited (registered under the Companies' Act, 1862 as an unlimited company on the 11th day of January 1865)

is this day Incorporated under the Companies' Acts, 1862 to 1900, and that the Company is Limited.

Given under my hand at London this Sixth day of June

One Thousand Nine Hundred and two.

Fees and Deed Stamps £ 46 " 8 " 6

Stamp Duty on Capital £ 1063 " 10 " 0

James Fisher
Registrar of Joint Stock Companies.

Certificate received by

Campbell for

Waterlow & Cyphers

24 Bevis Lane EC

Date

9th June 1882

Memorandum and Articles of Association.

OF

AN UNLIMITED COMPANY HAVING A CAPITAL DIVIDED INTO SHARES.

REGISTERED.

11 JAN 1865

MEMORANDUM OF ASSOCIATION.

1st. The name of the Company is "THE OCEAN STEAM SHIP COMPANY."

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

3rd. The objects for which the Company is established are to convey passengers, goods, merchandise, mails, troops, and treasure, whether belonging to members of the Company or others; to and from such places as the Managers or Manager of the Company for the time being may determine, and either alone or in connection with other Companies or individuals; to build, purchase, charter, or hire steam or other ships or vessels, coal hulks, receptacles, lighters, warehouses, houses, land, cattle, or live stock, merchandise, or treasure; to charter or hire, and to let, employ or dispose of, such ships or vessels, and other things as the Managers or Manager of the Company may think fit, and to do all other things conducive to the attainment of the above objects.

* NAMES, ADDRESSES, AND DESCRIPTIONS OF SUBSCRIBERS.

1 Lydia Bunting Water Street
Aepid Holt of Liverpool in the county
Lancaster Merchant

1 Lydia Bunting Water Street
Philip Henry Holt of Liverpool in the county
of Lancaster Merchant

1 Park Lane
Liverpool in the county
of Lancaster Merchant

27. No Shareholder shall be entitled to a book appointing the younger of every county of Lancaster Broker at any reasonable time, or to be certified as such.

28. If several persons may give effectual receipt for shares in the County of Lancaster Underwriter of Liverpool in the county of Lancaster Merchant.

7 January 1865

Articles of Association

TO ACCOMPANY THE PRECEDING MEMORANDUM OF ASSOCIATION



CAPITAL OF THE COMPANY.

The capital of the Company is One Hundred and Fifty-six Thousand Pounds divided into one hundred and fifty-six thousand Shares of One Pound each.

It is agreed that the following shall be the Regulations of the Company, in addition to repeal or alteration by special resolution.

Management.

1. The business of the Company shall be carried on by and under the management of *Alfred Holt* and *Frederick James Holt* and the survivor of them, and they shall, jointly or separately, have power, without the supervision or control of any of the other members of the Company, to act as ships' husband for the vessels, and to do all things requisite for the attainment of the objects for which the Company is established, including the power to purchase or contract for the building of vessels, and to sell or dispose of any of the vessels or other property of the Company, also the good will of any trade in which the Company shall from time to time be engaged, to bring or defend actions or suits by or against the Company, to settle or refer any disputed claims, whether for ship freight or cargo, or however arising, to contract with any government or power for the carriage of mails, troops, or stores, and generally to manage the affairs and business of the Company, as they or he in their or his discretion shall think best for the interests of the Company.

Indemnity to Managers.

2. The Managers and other officers of the Company, and their respective heirs, executors and administrators, shall be indemnified and saved harmless out of the funds of the Company from and against all charges, costs, losses, damages, and expenses which they or any of them shall or may incur or sustain in or about the execution of their respective offices or trusts, or in or about the making of any contracts or agreements which shall be deemed to be made by them for or on behalf of the said Company, or in furtherance of the objects of these presents, except such charges or expenses sustained by or through their or his own wilful neglect or default; and they shall be answerable for the others of them, nor for joining in any transaction in conformity only, nor for any banker, broker, or other person with whom any effects belonging to the Company shall or may be deposited, nor for any investment, or otherwise, nor for the insufficiency or deficiency of any security or securities belonging to the Company shall be placed thereon, nor for any loss, or damage which may happen in any relation thereto, except the same may be proved to have been respectively.

3. The Managers, or either of them, shall be removable by a majority of the votes of registered members present in person or by proxy at the annual meeting described in clause

4. The Managers shall be entitled to debit the Company with their actual expenses but they shall not be entitled to any remuneration for their services except by agreement on profits actually earned by the Company. Such remuneration to be subject to a decision of a majority of the members.

5. The Managers shall have power to declare dividends, also to set apart the whole or any part of the profits earned (which may in any one year exceed five per cent, of the capital), or of the proceeds of any property sold, for the purposes of creating a reserve fund to meet contingencies or for meeting any claims or costs for insurance effected or guaranteed given under clause No. 36, or for equalising dividends, or for repaying or maintaining the works or property of the Company, or any part thereof, or for the purchase of new vessels or other property, or in any way they may deem advisable for advancing the interests of the Company; and they may invest the sum so set apart upon such securities or in such way as they may select.

6a. No dividend shall be payable except out of the profits arising from the business of the Company.

6. The Managers may deduct from the dividends payable to any members, all such sums of money as may be due from them either as debtors or as guarantors to the Company or as persons to whom the Company is indebted.

25. If, in the opinion of the Managers, it should be found desirable to assist a customer of the Company, or others who may be likely to influence business or prevent opposition, it is agreed that they may offer to such person or persons any number of Shares they may think proper, at the price fixed at the last preceding meeting.

26a. The Shares thus sold shall be taken in proportion from the Shares of each of the members, as nearly as may be possible, without breaking a Share,

b. The new members shall then become entitled to receive the next dividend or pay any loss declared, and in all respects stand upon the same footing as the old members.

c. The premium received on the Shares so sold shall belong to the old members, in proportion to the number of Shares which shall have been taken from them respectively.

27. No Share certificates shall be given, but a list of the members shall be kept in a book appointed for the purpose by the Managers, which shall be open to any member at any reasonable time. The accuracy of said list shall once in every year, at the least be certified as correct by the Managers and one member of the Company.

28. If several persons are registered as joint holders of any share, any one of such persons may give effectual receipts for any dividend payable in respect of such share.

29. No person shall be bound to register any mortgage or trust on any Share or Shares.

any Share or Shares by a mortgagee need not

Meetings to fix
value of shares.

13a. At each Annual Meeting the value of a Share in the Company shall be fixed, transfer books. these present, and the sum so fixed shall be taken to be the value of the Shares, and be binding upon all the members for all purposes of these Articles until a fresh value be fixed; and such value shall be ascertained by the Chairman of the meeting taking average of the values given in by such of the members present as shall think fit to part in making an estimate; and an entry in the minute book, signed by the Chairman, shall be conclusive evidence as to the value of each Share as so ascertained.

b. In case, in the opinion of any member, an unfair or unreasonable valuation shall be given in, for the purpose of affecting the average, such valuation may by a resolution of majority of the Members present be rejected, and not taken in account in fixing the average.

c. In case any event shall have occurred to change the value of the property of the Company, the Managers may call a Special Meeting for fixing the value of the Shares at any other time than at the Annual General Meeting.

Special business at
Annual Meeting.

14. In the notice convening the Annual Meeting the general nature of any special business to be transacted thereat shall be mentioned, and no member shall bring forward any special business unless he shall have given at least ten clear days notice in writing to the Managers of such business.

Death of Members.

15. On the death, bankruptcy, or insolvency of any member, and also on the marriage of any female member, unless a majority of the remainder decide that his representative (or in case of the marriage of a female member, her husband) may continue to hold the shares held by him, the shares shall be sold, and the proceeds thereof shall be paid to the representative of the deceased member, or to the husband of the deceased female member, or to the person who may be entitled to the shares in case of the death of the member, and the Managers may, in any such case, do all such things as may be necessary or expedient for the purpose of giving effect to the provisions of this Article.

2 of shares.

33a. If any member shall fail to pay any call on the day appointed for payment thereof, the Managers may at any time thereafter, during such time as the call remains unpaid, serve a notice on him requiring him to pay such call, together with interest, and any expenses that may have accrued by reason of such non-payment. The notice shall name a further day on or before which such call, and all interest and expenses that may have accrued by reason of such non-payment, are to be paid.

b. It shall also name the place where the payment is to be made (the place so named being either the registered office of the Company, or some other place at which calls on the Company are usually made payable).

c. The notice shall also state that in the event of non-payment at or before the day so named, and at the place appointed, the shares, in respect of which such call was made, shall be liable to be forfeited.

d. If the requisitions of any such notice as aforesaid shall not be complied with, the share in respect of which such notice shall have been given may, at any time thereafter, before payment of all calls, interest, and expenses due in respect thereof shall have been made, be forfeited by a resolution of the Managers to that effect.

e. Any share so forfeited shall be disposed of in such manner for the benefit of the Company, and the Managers may, in any such case, do all such things as may be necessary or expedient for the purpose of giving effect to the provisions of this Article.

f. Any Member whose shares have been forfeited shall be liable to the Company all calls owing upon

20. The transfer of the ordinary general

21. The instrument of such evidence as the

22a. If the Managers shall have caused the building of new premises by them on each Share, b. If any member shall have Shares as will leave it can be kept with

23a. The Shares of the Managers, shall be such of them as shall b. A notice shall be given of Shares which may be disposed of from the date of the

24. Any fresh call subject to the call shares on non-pay

c. Notices of such manner hereafter shall have been given

d. No dividend

7. In the event the Managers shall amount of such loss to the shares he is to pay it may be

8. As soon as in each year, and members to attend

9. Each member

10. If two or more name stands first and no other, shall

11a. Votes may

TIGHT BINDING

pany shall be fixed by the ordinary general meeting in each year, and until a fresh valuation is made at the meeting taking place, the Managers shall think fit to ascertain the value of the Shares by a resolution of the ordinary general meeting in fixing the average value of the property of the Company.

any special business shall be brought forward in writing to the Managers, and also on the margin of the minutes, and the Managers may continue the business of the Company.

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20. The transfer books may be closed during the fourteen days immediately preceding the ordinary general meeting in each year.

21. The instrument of transfer shall be presented to the Company, accompanied with such evidence as the Managers may require to prove the title of the transferor.

22a. If the Managers shall, in their discretion, find it desirable to raise more money for the building of new vessels, or for other purposes, a call of the sum requisite may be made by them on each Share.

b. If any member declines to pay the sum so called, he must yield up as many of his Shares as will leave the amount of his investment unchanged, or as nearly unchanged as it can be kept without dividing a Share.

23a. The Shares so yielded up, and any others which come into the hands of the Managers, shall be allotted, in proportion to their holdings, to the other members of the Company, each of them as shall be willing to accept the same.

b. A notice shall be sent by the Managers to each member, specifying the number of Shares which may have been allotted him; if not accepted in writing within ten days from the date of the notice, the Managers may act as if he had declined the shares, and may dispose of them in any way they think proper.

24. Any fresh capital raised shall be considered as part of the original capital, and shall be subject to the same provisions with reference to the payment of calls, and the forfeiture of shares on non payment of calls, and to all other conditions, as if it had been part of the original capital.

c. Notice of any dividend shall be given in the manner hereafter mentioned, and any dividends unclaimed for three years after such notice shall have been given, may be forfeited by the Managers for the benefit of the Company.

d. No dividend shall bear interest as against the Company.

7. In the event of any voyage of any of the vessels of the Company resulting in a loss, the Managers shall have power from time to time to call on the members to pay their share of the amount of such loss. The call in respect of such loss on each member to be in proportion to the shares he holds. If any member declines to pay his share, sufficient of his capital to pay it may be forfeited, as provided in Clause 33.

8. As soon as convenient after the 1st January but not later than the 20th February in each year, and with at least seven days' notice, the Managers shall summon all the members to attend a meeting, to be held at such reasonable time and place as they may see fit.

9. Each member shall have one vote for each Share registered in his name.

10. If two or more persons are jointly entitled to a share or shares, the Member whose name stands first in the register of Members, as one of the holders of such share or shares, and no other, shall be entitled to vote in respect of the same.

11a. Votes may be given either personally or by proxy.

any person appointed as proxy shall be in writing under the hand of the appointor, and shall be attested by one of the Managers, or by the Secretary, or by the Corporation under their common seal, and shall be attested by one of the Managers, or by the Secretary, or by the Corporation under their common seal.

any person appointed as proxy who is not a member of the Company, shall be entitled to vote in respect of the majority of Shares represented at any meeting.

TIGHT BINDING

recognised by the Company, unless the shares have first been offered to the other members of the Company through the Managers, in accordance with clause 16.

Calls.

31a. The Managers may, from time to time, make such calls upon the members in respect of all monies unpaid on their shares as they think fit, provided that twenty-one days notice at least, is given of each call, and each member shall be liable to pay the amount of such calls so made to the persons, and at the times and places appointed by the Managers.

b. A call shall be deemed to have been made at the time when the resolution of the Managers authorising such call was passed.

c. If the call payable in respect of any share is not paid before or on the day appointed for payment thereof, the holder for the time being of such share shall be liable to pay interest for the same from the day appointed for the payment thereof to the date of the actual payment, at the rate of not less than five pounds per cent. per annum when the rate at the Bank of England does not exceed five per cent., or at the rate of two pounds per cent. per annum above the Bank rate, when the Bank rate exceeds five per cent.

Calls may be paid in advance.

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

Sale of Shares.

16. If any members or representatives of members shall be desirous of selling their shares they shall first inform the Managers in writing of their wish, and the Managers shall have power on behalf of the rest of the members, or any portion of them, to accept all or any of the Shares, at the value fixed at the last preceding meeting at which the value of the Shares shall have been fixed. If within ten days after the receipt of the offer the Managers have not in writing have accepted it, in whole or in part, the members or representative members shall be at liberty to dispose of the Shares not taken by the Managers in any way they may think proper. Each member shall have a right to his proportion of Shares so accepted by the Managers.

Sale to be final.

17. No transferor of Shares shall be entitled to receive any dividends after the payment of the Shares, nor to any share of reserve or other funds, as the interest in the funds and property of the Company will be included in the value of the Shares, to be fixed from time to time under Clause 13.

Members may transfer Shares to each other.

18. In case any member of the Company shall decline to accept and pay for any Shares or Shares which may fall to him as allotted, the said member shall have power to sell the said allotted Shares to any other member of the Company.

Transfers.

19. The instrument of transfer of any share in the Company or the Company, shall be signed by the transferor and transferee, and the transferor shall retain the share until the name of the transferee is entered in the register. The Company may decline to register a share if the transferor is indebted, either solely or jointly, with the Company.

34. A statutory declaration and notice thereof given by the holder of such share, and such declaration shall constitute a good discharge of such share, and the holder shall be bound to see to the discharge of the same, and shall not be affected by any law.

35a. A notice may be sent by the holder of such share, and such notice shall be given to the holder of such share, and notice so given shall be deemed to be given.

b. All notices to be given to the holder of such share, and notice so given shall be deemed to be given.

c. Any notice to be given to the holder of such share, and notice so given shall be deemed to be given.

36a. Each member shall be bound to see to the discharge of the same, and shall not be affected by any law.

b. The Managers shall have power on behalf of the rest of the members, or any portion of them, to accept all or any of the Shares, at the value fixed at the last preceding meeting at which the value of the Shares shall have been fixed. If within ten days after the receipt of the offer the Managers have not in writing have accepted it, in whole or in part, the members or representative members shall be at liberty to dispose of the Shares not taken by the Managers in any way they may think proper. Each member shall have a right to his proportion of Shares so accepted by the Managers.

c. They shall be bound to see to the discharge of the same, and shall not be affected by any law.

37. In respect of

TIGHT BINDING

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34. A statutory declaration in writing that the call in respect of a share was made, and notice thereof given, and that default in payment of the call was made, and that the forfeiture of the Share was made by a resolution of the Managers to that effect shall be sufficient evidence of the facts therein stated as against all persons entitled to or claiming such share, and such declaration and the receipt of the Company for the price of such share shall constitute a good title to such share, and the purchaser shall be deemed the holder of such share, discharged from all calls due prior to such purchase, and he shall not be bound to see to the application of such purchase money, nor shall his title to such Share be affected by any irregularity in the proceedings in reference to such sale.

35a. A notice may be served by the Company upon any member either personally or by sending it through the post in a prepaid letter addressed to such member at his registered place of abode.

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

c. Any notice if served by post shall be deemed to have been served at the time when a letter containing the same would be delivered in the ordinary course of post, and in proving such service it shall be sufficient to prove, that the letter containing the notices was properly addressed and put in the post.

36a. Each member of the Company shall attend to any business which he may wish to effect on his account in the Company.

b. The Managers shall have power, when they shall think fit, to insure (marine or other) on the vessels, freight, outfit, or other property of the Company, on behalf and at the expense of the Company generally; also to pay any premium (wholly or in part) on, or difference of premium on, or pledge the Company to become the assurers of, or guarantee the solvency of any assurers on any goods, merchandise, cattle, or treasure, shipped, or to be shipped, on board any of the vessels or property of the Company, whether on or under deck, and whether received or delivered by the Company, at the first or final port of shipment or destination, or on board of any vessel, hulk or lighter for transshipment, store, or otherwise, or on board or into any vessel, or carriage, or conveyance of any description for removal to its final or other port of delivery.

c. They shall have power to settle, either wholly or in part or by compromise, or to refuse to settle any claims of whatever kind arising out of the powers given in this clause.

37. In reference to the affairs or interests of the Company, or in consequence of any dispute arising out of them, the Managers shall not take any proceedings at law or in equity, or members of the Company, nor shall any member or members sue the Managers, or against any other member or members, or submit to the arbitration of Mr. William G. Bateson of Liverpool, or of William James Lamport of Liverpool, or to anyone whom they, or the survivor of them, shall decline to appoint anyone, an arbitrator shall be

appointed by each party, which arbitrators shall have power to call in an umpire. The decision of any such arbitrator or arbitrators may be made a rule of any court of law or equity the application of any party interested, and the costs shall be at the discretion of arbitrator or arbitrators.

Application of Act. 38. This Company is not bound by any of the clauses in the first Schedule, Table of the Companies Act, 1862, other than those herein specified.

Interpretation. 39. In all cases where the plural number is used it shall embrace the singular number and words importing the masculine shall include the feminine.

Agreement. 40. We, the several persons whose names and addresses are subscribed, agree to take the number of shares in the Capital of the Company set opposite our respective names and bind ourselves, our heirs, administrators, executors, and assigns, to the condition above written.

The 1000

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| NAMES, ADDRESSES, AND DESCRIPTIONS OF SUBSCRIBERS. | NUMBER OF SHARES TAKEN BY EACH SUBSCRIBER. |
|---|--|
| ✓ <i>Aspid Holt of Liverpool in the county of Lancaster Merchant</i> | 15,600 |
| ✓ <i>Philip Henry Holt of Liverpool in the county of Lancaster Merchant</i> | 15,600 |
| ✓ <i>William Durney of Liverpool in the county of Lancaster Cotton Broker</i> | 10,000 |
| ✓ <i>James Hedderley the younger of Liverpool in the county of Lancaster Broker</i> | 3,000 |
| ✓ <i>Robert Topham of Liverpool in the county of Lancaster Underwriter</i> | 5,000 |
| ✓ <i>George Holt of Liverpool in the county of Lancaster Merchant</i> | 9,000 |
| | 10,000 |

is Incorporated under the C
day of January

Dated the 15th day of January 1868, 203

Witness to the above signatures
Thomas Howard for the Company.

of 11 shares in the Company or the Company, in which

the transferor shall

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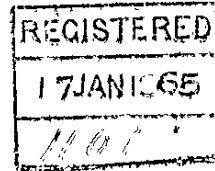
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Notice

of the Situation of the Registered Office of
"The Ocean Steam Ship Co."

To The Registrar of Joint Stock Companies

"The Ocean Steam Ship Company
hereby give you notice in accordance with the "Companies
Act 1862" that the Registered Office of the Company is
situated at No. 1, India Buildings Liverpool in the
County of Lancaster.

Dated this day of 186

Philip St Holt

{ Director of the above
named Company



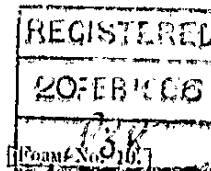
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"The Companies Act 1864"

*Notice of the Situation of the
Registered Office of "The Ocean
Steam Ship Company" —*

*Bateman Robinson & Co
Printers*



"JOINT STOCK COMPANIES' ACT."

Summary of Capital and Shares

of the Ocean Steam Ship

Company,

made up to the 16th day of February 1866

Nominal Capital, £ 156,000 Divided into 156,000

Shares of £ 1 each.

Number of Shares taken up to the
day of 16th February 1866 } 156,000

There has been called upon each Share . £ 628205, or nearly 12/6 3/4

Total Amount of Calls received £ 98,000

Total Amount of Calls unpaid £ nil.

Total Amount of Shares forfeited £ nil.



LIST of PERSONS holding Shares in the

on the *sixteenth* day of *February* 18*66*, and of *Fourth*
the said *sixteenth* day

Addresses, and an Account of the Shares so held.

NAMES, ADDRESSES, AND OCCUPATIONS.

Folio in
Register
Ledger,
containing
Particulars.

| Surname. | Christian Name. | Address. | Occupation. |
|----------------|------------------------|---|----------------------|
| <i>Holt</i> | <i>Alfred</i> | <i>Liverpool</i> <i>India Building</i> | <i>Merchant</i> |
| <i>Holt</i> | <i>Philip Henry</i> | <i>do</i> | <i>do</i> |
| <i>Hills</i> | <i>William</i> | <i>Liverpool</i> <i>1 Park Lane</i> | <i>Sailor-maker</i> |
| <i>Hemming</i> | <i>William</i> | <i>Liverpool</i> <i>6 India Building</i> | <i>Cotton Broker</i> |
| <i>Hadwen</i> | <i>Isaac</i> | <i>Liverpool</i> <i>The Temple</i> | <i>Broker</i> |
| <i>Steele</i> | <i>Robert Topham</i> | <i>do</i> <i>Water Street</i> | <i>Underwriter</i> |
| <i>Holt</i> | <i>George</i> | <i>Liverpool</i> <i>21 Water Street</i> | <i>Merchant</i> |
| <i>Holt</i> | <i>Robert Hemming</i> | <i>Liverpool</i> <i>Building</i> <i>6 India</i> | <i>Cotton Broker</i> |
| <i>Holt</i> | <i>Anne</i> | <i>Liverpool</i> <i>2 Park Lane</i> | <i>Spinster</i> |
| <i>Holt</i> | <i>William Hemming</i> | <i>Liverpool</i> <i>Building</i> <i>6 India</i> | <i>Cotton Broker</i> |
| <i>Thew</i> | <i>Henry Dyke</i> | <i>Liverpool</i> <i>1 Castle Street</i> | <i>Grocer</i> |
| <i>Holt</i> | <i>Emma</i> | <i>Liverpool</i> <i>2 Park Lane</i> | <i>Widow</i> |
| <i>Scott</i> | <i>John (Hoyman)</i> | <i>Greenock</i> <i>Cartsdyke</i> | <i>Shipbuilder</i> |
| <i>Rayner</i> | <i>Lloyd</i> | <i>Liverpool</i> <i>16 Exchange Building</i> | <i>Broker</i> |
| <i>Rayner</i> | <i>Edward William</i> | <i>do</i> | <i>do</i> |
| | | <i>Carried forward</i> | |

Steam Ship

Company,

who have held Shares therein at any time during the Year immediately preceding
of *February* 18*66*, showing their Names and

ACCOUNTS OF SHARES.

| Shares held by existing Share- holders on the 1 st Day of <i>Febry. 1866</i> | Additional Shares held by existing Shareholders during preceding Year. | | Shares held by Persons no longer Shareholders. | |
|---|---|-------------------|---|-------------------|
| | Number. | Date of Transfer. | Number. | Date of Transfer. |
| <i>15,600</i> | <i>Nil</i> | | <i>Nil</i> | |
| <i>15,600</i> | " | | " | |
| <i>10,000</i> | " | | " | |
| <i>3,000</i> | " | | " | |
| <i>5,000</i> | " | | " | |
| <i>9,000</i> | " | | " | |
| <i>10,000</i> | " | | " | |
| <i>10,000</i> | " | | " | |
| <i>5,000</i> | " | | " | |
| <i>2,000</i> | " | | " | |
| <i>3,000</i> | " | | " | |
| <i>5,000</i> | " | | " | |
| <i>5,000</i> | " | | " | |
| <i>2,500</i> | " | | " | |
| <i>2,500</i> | " | | " | |
| <i>103,200</i> | | | | |

REMARKS.

LIST of PERSONS holding Shares in the

on the ~~eleventh~~ day of ~~February~~ 1866, and of Persons
the said ~~eleventh~~ day

Addresses, and an Account of the Shares so held.

Ocean

etc.

who have

of

NAMES, ADDRESSES, AND OCCUPATIONS.

Folio in
Register
Ledger,
containing
Particulars.

Surname.

Christian Name.

Address.

Occupation.

Shares held
existing Sh
holders on
Day of

| | | | | | |
|--|-----------|-----------------|---|-------------------------|---------|
| | Forger | Charles Isaac, | 7 Water Street ^{Liverpool} | Not forward Merchant | 103, 20 |
| | Melby | Charles Pierce | do | do | 9, 00 |
| | Melby | George | do | do | |
| | Swire | William Hudson, | The Temple ^{Liverpool} | do | 2, 50 |
| | Dixon | Joshua | St Michaels Hamlet ^{Liverpool} | Gentleman | 10, 00 |
| | Smith | John Benjamin, | 105 Peckbourne Terrace, London | do | 4, 00 |
| | Middleton | Isaac | India Buildings ^{Liverpool} | Master Mariner | 1, 00 |
| | Kidd | Alexander | do | do | 1, 00 |
| | Russell | Turner | do | do | 1, 00 |
| | Brown | Robert E. | Avon, France | Merchant | 3, 00 |
| | Ainsworth | Thomas | Creator, Whitehaven | do | 2, 00 |
| | Howe | William | 12 Pearson's Row ^{Liverpool} | do | 2, 00 |
| | Fols | Alfred | } as above | Jointly | 17, 30 |
| | Fols | Philip Henry | | | |
| | | | | Total | 156, 00 |

Persons who have held Shares therein at any time during the Year immediately preceding
 at February 18 66, showing their Names and

ACCOUNTS OF SHARES.

| Occupation, | Shares held by existing Share- holders on the Day of | Additional Shares held by existing Shareholders during preceding Year. | | Shares held by Persons no longer Shareholders. | | REMARKS. |
|-------------|---|---|-------------------|---|-------------------|----------|
| | | Number. | Date of Transfer. | Number. | Date of Transfer. | |
| Forward | 103,200 | 7 | | | | |
| Merchant | 9,000 | nil | | Nil | | |
| do | | | | | | |
| do | 2,500 | " | | " | | |
| Merchant | 10,000 | " | | " | | |
| do | 4,000 | " | | " | | |
| Mer. Marina | 1,000 | " | | " | | |
| do | 1,000 | " | | " | | |
| do | 1,000 | " | | " | | |
| Merchant | 3,000 | " | | " | | |
| do | 2,000 | " | | " | | |
| do | 2,000 | " | | " | | |
| Jointly | 17,300 | " | | " | | |
| Total | 156,000 | | | | | |

Philip K. Holt

LIST of PERSONS holding Shares in the
on the _____ day of _____ 18____, and of Persons
the said _____ day
Addresses, and an Account of the Shares so held.

NAMES, ADDRESSES, AND OCCUPATIONS.

Folio in
Register
Leger,
containing
Particulars.

Surname.

Christian Name.

Address.

Occupation.

73975

THE COMPANIES ACTS 1862 TO 1900.

Memorandum

AND

Articles of Association

OF THE

OCEAN STEAM SHIP COMPANY LIMITED.

THORNELY & CAMERON,

LIVERPOOL.

LIVERPOOL:

THE CENTRAL STATIONERY & PRINTING CO. LIMITED, 19, 21, AND 23, NORTH JOHN STREET.

1902.

The original registration of
the Ocean Steam Ship Company, on
the 11th day of January 1865, as an
unlimited Company is here closed.

Ernest C. C. C.

Registrar.

6th June 1902



1013. 6/12/12

| |
|-------------|
| REGISTERED |
| 15 MAR 1869 |
| 13.22 |

[Form No. 3.]

"JOINT STOCK COMPANIES' ACT, 1856."

²⁵
(19 & 20 Vict., c. 47.) 69

Un LIMITED COMPANY.

Notice of Increase in the Nominal Capital

of the _____
Ocean Steam Ship
_____ Company, Limited.

Pursuant to Section 37. 34



NOTICE

OF INCREASE in the NOMINAL CAPITAL of the

Ocean Steam Ship Company

TO THE REGISTRAR OF JOINT STOCK COMPANIES.

The *Managers of the Ocean Steam*
Ship Company hereby

give you notice, in accordance with the ~~Joint Stock~~ Companies' Act, ¹⁸⁶²~~1856~~, that by a Resolution
of the Company, dated the *19* day of *February 1869*

the nominal Capital of the Company has been increased by the addition thereto of the sum of

Seventy five thousand five hundred pounds,
beyond the registered capital of £156,000
divided into _____ Shares of

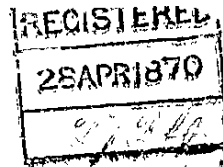
_____ each.

Asper Block.
Philip St Holt.

} *Managers*

Dated the *Eighteenth* day of *March 1869*.

1873. C. A. - 1870



[Form No. 3]

"JOINT STOCK COMPANIES' ACT, 1856."

(19. & 20. VICE, c. 47.)

WM. LIMITED COMPANY.

Notice of Increase in the Nominal Capital

of the

Ocean Steam Ship.

Company, Limited.

Pursuant to Section 37.

SOLD BY ROCKLIF BROTHERS, 41 CASTLE STREET, LIVERPOOL.



NOTICE

OF INCREASE in the NOMINAL CAPITAL of the

Ocean Steam Ship Company

TO THE REGISTRAR OF JOINT STOCK COMPANIES.

The *Managers of the Ocean Steam*

Ship Company

hereby

give you notice, in accordance with the Joint Stock Companies' Act, ¹⁸⁶² 1856, that by a Resolution

of the Company, dated the *19* day of *February* 18*70*

the nominal Capital of the Company has been increased by the addition thereto of the sum of

Thirty Eight thousand (£38,000) pounds,
beyond the registered capital of £231,500
divided into _____ Shares of

each.

Dated the *twenty seventh* day of *April* 18*70*

Aspd Hoel,

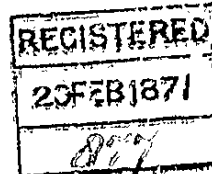
Philip N. Holt

Managers

•• This Notice is to be signed by a Director, Secretary, or other authorised Officer of the Company

5/1

1873. Oct. 13/11



[Form No. 3]

"THE COMPANIES' ACT, 1862."

(25 and 26 Vic. c. 89.)

~~LIMITED~~ COMPANY.

Notice of Increase in the Nominal Capital

of the _____

Ocean Steam Ship

_____ Company.

Pursuant to Section 34.

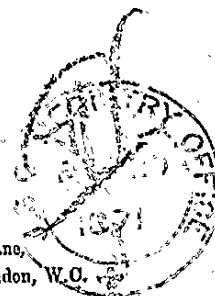
Published, with the Authority of the Registrar,
BY

RICHARD JORDAN,
Law and Public Companies' Stationer,

123, Chancery Lane,
London, W.C.

*Richard Jordan
123 Chancery Lane W.C.*

38



25-107-41-4-7-17-1871
NOTICE

Of increase in the nominal Capital of the

Ocean Steam Ship Company

TO THE REGISTRAR OF JOINT STOCK COMPANIES.

The Managers of the Ocean Steam

Ship Company hereby give

you notice, in accordance with the Companies' Act, 1862, that by a Resolution of the

Company dated the fifteenth day of February

the nominal Capital of the Company has been increased by the addition thereto of the sum of

One hundred and fifteen thousand pounds,

divided into _____ Shares of

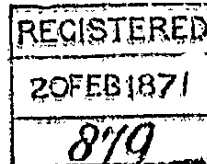
_____ each, beyond the registered Capital of

£ £265,500

Dated the sixteenth day of February 1871

Aspd Hoet. } Managers
Philip St Holt

This Notice is to be signed by a Director, Secretary, or other authorised Officer of the Company.



"COMPANIES' ACT, 1862."

(25 & 26 Vict. c. 89.)

List of Members

of the Ocean Steam Ship

Company _____ whose Shares have been altered in

Amount or converted into Stock, under the authority of the Act, up to

the 15 th day of February 1871

* * This List is to be signed by a Director, Secretary, or other authorized Officer of the Company.

F. & T. 100. 11-62

140
RICHARD JORDAN,
Public Companies' Agency,
123, Chancery Lane, London, W.C.

Richard Jordan
123 Chancery Lane W.C.

List of Members of the

whose Shares have been altered in Amount, or converted into Stock,

under the

day of

February 1871

| Name and Address of Member | Shares altered in Amount | | Number |
|--|--------------------------|---------------------------------------|--------|
| | Number before alteration | Distinctive Numbers before alteration | |
| Messersworth Thomas Cleator | | | |
| Underwood St. George Duke St. | | | |
| Widdowson William Highley | | | |
| Widdowson Agnes Wilson | | | |
| Widdowson William Th. Albany | | | |
| Widdowson Robt. J. 1 India Buildings | | | |
| Widdowson Joshua St. Michael's Hamlet | | | |
| Widdowson St. B. 1 India Buildings | | | |
| Widdowson William 6 India Buildings | | | |
| Widdowson William 1 Park Lane | | | |
| Widdowson Isaac 27 St. Michael's St. | | | |
| Widdowson Isaac 1 India Buildings | | | |
| Widdowson Thomas 2 Park Lane | | | |
| Widdowson Anne do | | | |
| Widdowson J. W. D. 23 Lodge Lane | | | |
| Widdowson George 21 St. Michael's St. | | | |
| Widdowson Alfred 1 India Buildings | | | |
| Widdowson W. St. do | | | |
| Widdowson R. D. 6 India Buildings | | | |
| Widdowson J. W. D. 1 India Buildings | | | |
| Widdowson James 29 Brunswick St. | | | |
| Widdowson Charles J. 11 Newmarket St. | | | |
| Widdowson George do | | | |
| Widdowson Isaac 1 India Buildings | | | |
| Widdowson St. Michael's Temple London | | | |
| Widdowson John 20 Alexandra Terrace, Liverpool | | | |
| Widdowson Benson Exchange Buildings | | | |
| Widdowson Edw. W. do | | | |
| Widdowson Lloyd do | | | |
| Widdowson Thomas 1 India Buildings | | | |
| Widdowson John R. 17 Water Street | | | |
| Widdowson John B. 105 St. Michael's Terrace London | | | |
| Widdowson Robt. J. Liverpool & London Buildings, Liverpool | | | |
| Widdowson J. W. D. The Temple Liverpool | | | |
| Widdowson J. W. D. 1 Castle St. | | | |
| Widdowson J. W. The Bingle Manchester | | | |
| Widdowson Alfred 1 India Buildings, Liverpool | | | |
| Widdowson R. St. do | | | |

Memorandum

Company

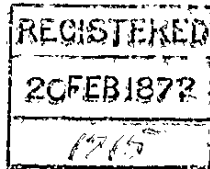
under the authority of the Act 25 & 26 Vict., c. 89, up to the

| Shares as altered | | Shares converted into Stock | | Amount of Stock | REMARKS |
|-------------------|---------------------|-----------------------------|---------------------|--------------------|---------|
| Number | Distinctive Numbers | Number | Distinctive Numbers | | |
| | | 1360 | 120 | 1360 | 2350 |
| 2894 | 1361 | " | 4254 | 3000 | |
| 2894 | 4255 | " | 7145 | 5000 | |
| 2894 | 7149 | " | 7434 | 494 | |
| 5726 | 7435 | " | 13160 | 9693 | |
| 579 | 13161 | " | 13739 | 1000 | |
| 14617 | 13740 | " | 25356 | 25250 | |
| 579 | 28357 | " | 28935 | 1000 | |
| 2619 | 28936 | " | 31554 | 4525 | |
| 7742 | 31555 | " | 39296 | 13375 | |
| 2894 | 39297 | " | 42190 | 5000 | |
| 579 | 42191 | " | 42760 | 1000 | |
| 2894 | 42760 | " | 45663 | 5000 | |
| 3979 | 45664 | " | 49642 | 6575 | |
| 1360 | 49643 | " | 51002 | 2350 | |
| 6802 | 51003 | " | 57804 | 11750 | |
| 11550 | 57805 | " | 69354 | 19952 | |
| 11550 | 69355 | " | 80904 | 19952 | |
| 6802 | 80905 | " | 87706 | 11750 | |
| 1736 | 87707 | " | 89442 | 3000 | |
| 579 | 89443 | " | 90021 | 1000 | |
| 5757 | 90022 | " | 95778 | 9946 | |
| 579 | 95779 | " | 96357 | 1000 | |
| | | 7495 | 96358 | 103552 | 12948 |
| | | 579 | 103553 | 104431 | 1000 |
| | | 579 | 104432 | 105010 | 1000 |
| | | 2894 | 105011 | 107904 | 5000 |
| | | 1145 | 107905 | 109049 | 1978 |
| | | 2894 | 109050 | 111928 | 4944 |
| | | 2894 | 111929 | 114812 | 4984 |
| | | 579 | 114813 | 115391 | 1000 |
| | | 1091 | 115392 | 116482 | 1885 |
| | | 5788 | 116483 | 122270 | 10000 |
| | | 5683 | 122271 | 130953 | 15000 |
| | | 5349 | 130954 | 137502 | 10964 |
| | | 1756 | 137503 | 139038 | 3000 |
| | | 1259 | 139039 | 140297 | 2175 |
| | | 15403 | 140298 | 156000 | 27127 |
| | | 156000 | | | 269500 |

As per Book
Philip St Hall
Liverpool } *Managers*
17 February 1871

| Name and Address of Member | Shares altered in Amount | |
|----------------------------|--------------------------|---------------------------------------|
| | Number before alteration | Distinctive Numbers before alteration |
| | | |

1873. C. A. U. 13/14



[Form No. 3]

"JOINT STOCK COMPANIES' ACT, 1856,"
1862

(²⁵ & ²⁶ VICT., c. ⁸⁹ 47.)

NEW LIMITED COMPANY.

Notice of Increase in the Nominal Capital

of the _____
Ocean Steam Ship

Company, Limited.

Pursuant to Section ³⁴ 37.

Published with the authority of the Registrar,
By RICHARD JORDAN,
123, Chancery Lane London, W.C.

Richard Jordan
123 Chancery Lane

For the 57 of 1872 NOTICE

OF INCREASE in the NOMINAL CAPITAL of the Ocean
Steam Ship Company

TO THE REGISTRAR OF JOINT STOCK COMPANIES.

The Ocean Steam Ship Company

hereby

give you notice, in accordance with the Joint Stock Companies' Act, ¹⁸⁶²~~1856~~, that by a Resolution

of the Company, dated the twelfth day of February 1872

the nominal Capital of the Company has been increased by the addition thereto of the sum of

One hundred and fifty thousand pounds,

divided into beyond the registered Capital of Shares of

£382.500 each

Alfred Hoek } Managers
Philip R. Hall

Dated the twelfth day of February 1872

101 (A. U. 13/20)

"JOINT STOCK COMPANIES' ACT,"

UNLIMITED COMPANY.

[COPY.]

SPECIAL RESOLUTION

(Pursuant to Companies' Act, 1862, ss. 34 & 51 and Companies' Act, 1867, ss.)

OF THE

Ocean Steam-Ship Company.

Passed 9th February, 1876, Confirmed 1st March, 1876.

At an EXTRAORDINARY GENERAL MEETING of the Members of the said Company, duly convened and held at the Liverpool Law Association Rooms, 14 Cook Street, Liverpool, in the County of Lancaster, on the Ninth day of February, 1876, the following Special Resolution was duly passed, and at a subsequent Extraordinary General Meeting of the Members of the said Company, also duly convened and held at the Office of Mr. Alfred Holt, 1 India Buildings, Liverpool, in the said County, on the First day of March, 1876, the following Special Resolution was duly confirmed—

"That the existing Articles of Association be and they are hereby totally repealed
" as from to-day, and that in place thereof the Articles now read, or otherwise
" submitted to the Meeting, be adopted, and that henceforth the same be the
" sole Articles of Association of the Company, until the same be added to,
" repealed, or altered by special resolution of the Company."

A Copy of the Articles referred to in the said Resolution, and submitted to the Meeting, is marked A, and herein enclosed.

Alfred Holt

Philip Holt



March 6. 1876

"A" This is the copy of the Articles referred to in the accompanying Notice

Memorandum and Articles of Association
OF
AN UNLIMITED COMPANY HAVING A CAPITAL DIVIDED INTO SHARES
MEMORANDUM OF ASSOCIATION.

Memorandum
1876

Name.
Office.
Object.

- 1st. The name of the Company is "THE OCEAN STEAM SHIP COMPANY."
2nd. The registered Office of the Company will be situate in England.
3rd. The objects for which the Company is established are to convey passengers, goods, merchandise, mails, troops, and treasure, whether belonging to members of the Company or others, to and from such places, as the Managers or Manager of the Company for the time being may determine and either alone or in connection with other Companies or individuals, to build, purchase, charter, or hire steam or other ships or vessels, coal hulks, receiving ships, lighters, warehouses, houses, land, cattle, or live stock, merchandise, or treasure; also, to charter or hire, sell or let, or otherwise employ or dispose of, such ships or vessels, warehouses, houses, land, cattle, live stock, merchandise, or treasure; and for doing all such other things as the Managers or Manager, for the time being, of the Company may deem incidental or conducive to the attainment of the above objects, or any of them.

We, the several persons whose names are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association.

Accepted
Philips & Co.

NAMES, ADDRESSES, AND DESCRIPTIONS OF SUBSCRIBERS.

Articles of Association

TO ACCOMPANY THE PRECEDING MEMORANDUM OF ASSOCIATION.

CAPITAL OF THE COMPANY.

The capital of the Company is Five Hundred and Thirty-two Thousand Five Hundred Pounds, divided into five hundred and thirty-two thousand five hundred Shares of One Pound each.

It is agreed that the following shall be the Regulations of the Company, until addition to, repeal, or alteration, by special resolution.

Management.

1. The business of the Company shall be carried on by and under the management of ALFRED HOLT and THOMAS HENRY HOLT, and the survivor of them, or the Managers or Manager for the time being of the Company, and they or he shall, jointly or separately, have power, without the supervision or control of any of the other members of the Company, to act as ships' husbands for the vessels, and to do all things requisite for the attainment of the objects for which the Company is established, including the power to purchase or contract for the building of vessels, also to sell or dispose of all or any of the vessels or other property of the Company, also the good will of any trade in which the Company shall from time to time be engaged, to purchase or hire any land, offices, buildings, warehouses, or other premises for the business of the Company, and generally on behalf of the Company, to enter into such contracts, agreements, and arrangements, and make or take such purchases, leases, sales, and dispositions, and for such considerations on such terms and in such manner and form as they or he may from time to time think fit, for the purposes of the Company, to bring or defend actions or suits by or against the Company, to settle or refer any disputed claims, whether for ship freight or cargo, or however arising, to contract with any government or power for the carriage of mails, troops, or stores, and generally to manage the affairs and business of the Company, as they or he in their or his discretion shall think best for the interests of the Company.

Indemnity to Managers.

2. The Managers and other officers of the Company, and their respective heirs, executors, and administrators, shall be indemnified and saved harmless out of the funds of the Company from and against all charges, costs, losses, damages, and expenses which they or any of them shall or may incur or sustain in or about the execution of their respective offices or trusts, or in or about the making of any contracts or agreements which shall be *bona fide* made by them for or on behalf of the Company, or in furtherance or supposed furtherance of the objects of these presents, except such charges or expenses as shall be incurred or sustained by or through their own wilful neglect or default, and none of them shall be answerable for the others of them, nor for joining in any receipt for the sake of conformity only, nor for any banker, broker, or other person with whom

Removal of Managers.

Remuneration Managers.

Power to Manage to declare dividends or retain profits

any monies or effects belonging to the Company shall or may be lodged or deposited for safe custody, sale, investment, or otherwise, nor for the insufficiency of any security on which any monies belonging to the Company shall be placed out or invested, nor for any other misfortune, loss, or damage which may happen in the execution of their respective offices or trusts, or in any relation thereto, except the same shall happen by or through their own wilful default respectively.

Removal of
Managers.

3.4. The Managers, or either of them, shall be removable by a majority of the votes of the registered members present in person or by proxy at any general meeting described in clause 8, and if any Manager shall become bankrupt or lunatic, or shall make any composition with his creditors, or if his estate shall be liquidated by arrangement, he shall *ipso facto* cease to be a Manager.

b. If any Manager shall be removed, or shall die or resign, or shall cease to be a Manager by becoming bankrupt or lunatic, or by making any composition with his creditors, or by his estate being liquidated by arrangement, the members may at any general meeting, (and in the case of the removal of a Manager either at the general meeting at which such Manager may have been removed, or at any subsequent general meeting), appoint a new Manager or new Managers, in the place of any Manager so removed, or dying or resigning, or ceasing to be a Manager as aforesaid, and upon every or any such appointment the number of Managers may be augmented or reduced: and upon every such appointment any property of the Company held by the late Manager shall, if and so far as the nature of the property and other circumstances shall require or admit, be transferred, so that the same may be vested in the Managers or Manager for the time being; and every Manager so appointed as aforesaid may as well before as after the transfer of such property do all such acts as a Manager is hereby authorized to do, as fully and effectually as if he had been hereby constituted a Manager.

Remuneration of
Managers.

4. The Managers shall be entitled to debit the Company with their actual expenses, but they shall not be entitled to any remuneration for their services except by commissions on profits actually earned by the Company. Such remuneration shall be subject to a decision of a majority of the members at any general meeting.

Power to Managers
to declare dividends
or retain profits.

5. The Managers shall have power to declare dividends, also to set apart the whole or any part of the profits earned (which may in any one year exceed five per cent. on the capital), or of the proceeds of any previously invested profits, for the purposes of creating a reserved fund to meet contingencies, or for meeting any claims or costs for insurances effected or guarantees given under Clause 35b, or for equalising dividends, or for repairing or maintaining the works or property of the Company or any part thereof, or for covering the loss in wear and tear, or other depreciation or diminution in value of any property which shall belong to, or from time to time be acquired by the Company or by the Managers on behalf of the company, or for the purchase of new vessels or other property, or in any way they may deem advisable for advancing the interests of the Company; and they may invest the sums so set apart upon loans whether secured or not, or upon such securities, stocks, funds or shares (including the Company's shares, whether fully paid-up or not, at the price fixed as the value of the shares for the time being, under Clause 13, or any higher or lower price, and this notwithstanding the limitation of price fixed as against shareholders in Clause 13 a), or in such way as they may select, with power at their discretion from time to time to vary such investments and to deposit any of the Company's moneys at any bank, either at interest or otherwise, without being liable for any loss occasioned thereby.

2. That, in case of either party becoming payable, he may not use all such sums of money as may be paid for estate, either solely or jointly with any other person, or persons to the contrary, in payment of debt or otherwise.

d. No dividend shall bear interest as against the Company.

1874.

7. In the event of any voyage of any of the vessels of the Company resulting in a loss, the Managers shall have power from time to time to call on the members to pay them the amount of such loss. The call in respect of such loss on each member shall be in proportion to the number of shares or the amount of stock he holds. If any member shall decline to pay such call, sufficient of his capital to pay it may be forfeited, as provided in Clause 38, or the Managers may in their discretion proceed to enforce such contribution.

Gen. rel. Meetings,

B. As soon as convenient after the 1st day of January but not later than the 20th day of February in each year, and with at least twenty-one days' notice, the Managers shall summon all the members to attend a meeting, to be held at such reasonable time and place as the Managers may appoint. Such meeting shall be called an ordinary meeting. Any other meeting shall be called a special meeting. The term "general meeting" shall include both ordinary and special meetings.

b. The Managers may, whenever they think fit, and they shall upon a requisition made in writing by members holding in the aggregate one-tenth part or more of the shares in the Company for the time being issued, convene a special meeting.

c. Any requisition made by the members shall express the object of the meeting proposed to be called and shall be left at the registered office of the Company.

d. Upon the receipt of such requisition the Managers shall forthwith proceed to convene a special meeting, to be held at such reasonable time and place as the Managers may appoint. If they do not proceed to convene the same within twenty-one days from the date of the requisition, the requisitionists or any other members holding the required number of shares may themselves convene a special meeting.

e. Fourteen clear days' notice at the least specifying the place, the day and hour of meeting, and the purpose for which the meeting is to be held shall be given, and no business shall be transacted at such meeting other than what is specified in such notice, but an accidental omission to give any such notices as are by these presents required of any general meeting, shall not invalidate the proceedings thereat. All business shall be deemed special that is transacted at a special meeting, and also all that is transacted at an ordinary meeting, with the exception of fixing the value of a share in the Company as mentioned in Clause 13 hereinafter contained, and the consideration of the accounts, balance sheets, and the report of the Managers.

f. No business except the election of a Chairman shall be transacted at any general meeting unless five members be personally present at the commencement of such business. If within one hour from the time appointed for the meeting the required number of members be not present, the meeting, if convened upon the requisition of members, shall be dissolved, in any other case it shall stand adjourned for one week at the same time and place, and if at such adjourned meeting the required number of members shall not be present the meeting shall be adjourned *sine die*.

g. The Chairman shall be chosen from among members present at the meeting, and he may with the consent of the meeting adjourn any meeting 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.

h. Every question except where otherwise provided by "The Companies' Act, 1862," or by these regulations, shall be decided by a simple majority of the votes given thereon. Upon all questions a show of hands shall in the first instance be taken, and the question shall be decided by such show of hands, unless upon or immediately after such show of hands a poll shall be demanded in writing by at least two members entitled to vote, but no poll shall be allowed in the election of a Chairman or on a question of the adjournment of the meeting.

i. If a poll is demanded as aforesaid it shall be taken in such manner as the Chairman of the meeting shall direct, and he shall have power to adjourn the meeting for a reasonable time for the purpose of taking such poll, and the result of such poll shall be deemed to be the resolution of the Company in general meeting.

j. Minutes shall be made in books provided for the purpose of all resolutions and proceedings of general meetings, and any such minute if signed by any person purporting to be the Chairman of the meeting to which it relates, or to be a Manager, shall be receivable as evidence of the facts therein stated without further proof.

k. A declaration by the Chairman of the meeting that a resolution has been carried, and an entry to that effect in the book of proceedings, shall be sufficient evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against such resolution, and whether or not a poll shall be taken thereon. In case of an equality of votes at any general meeting, or upon the result of any poll, the Chairman shall have a second or casting vote.

l. No objection shall be made to the validity of any vote except at the meeting or poll at which such vote shall be tendered, and every vote, whether given personally or by proxy, not disallowed at such meeting or poll, shall be deemed valid for all purposes of such meeting or poll whatsoever.

m. The Chairman of any meeting shall be the sole and absolute judge of the validity of any vote tendered at such meeting, and may allow or disallow the vote tendered according as he shall be of opinion that such vote is or is not valid.

n. Each member shall have one vote for each share registered in his name, or if the shares shall be converted into stock for each complete pound, but no member who shall not have paid every thing for the time being due from him and payable to the Company, shall be entitled to be present, either personally or by proxy, at any general meeting of the Company.

Votes.

Votes by proxy

1. If two or more persons are jointly entitled to a share or shares, the member whose name stands first in the register of members as one of the holders of such share or shares, and no other, shall be entitled to vote in respect of the same.

Votes by proxy

11.a. Votes may be given either personally or by proxy.

b. The instrument appointing a proxy shall be in writing under the hand of the appointor, or if such appointor is a Corporation under its common seal, and shall be attested by one or more witness or witnesses.

c. No person shall be appointed a proxy who is not a member of the Company.

d. The instrument appointing a proxy shall be deposited at the registered office of the Company, not less than 48 hours before the time appointed for holding the meeting at which the person named in such instrument proposes to vote, but no instrument appointing a proxy shall be valid after the expiration of 12 calendar months after its execution.

Majority to decide.

12. Except where herein otherwise expressly provided, the decision of the members entitled to the majority of votes at any general meeting, shall be binding upon all the members.

13.a. At each ordinary meeting the value of a share in the Company shall be fixed by those personally present, and the sum so fixed shall be taken to be the value of a share, and shall be binding upon all the members for all purposes of these Articles until a fresh value shall be fixed; and such value may be fixed by a resolution of a majority of those personally present, or if any member shall so require shall be ascertained by the Chairman of the meeting, taking the average of the values given in by such of the members personally present as shall think fit to take part in making an estimate; and an entry in the minute book, signed by any person purporting to be the Chairman of such meeting, or to be a Manager, shall be conclusive evidence as to the value of a share fixed by the meeting.

b. In case, in the opinion of any member, an unfair or unreasonable valuation shall be given in, for the purpose of affecting the average, such valuation may by a resolution of a majority in number of the members personally present be rejected, and not taken into account in fixing the average.

c. In case any event shall occur to change, in the Managers' opinion, the value of the property of the Company, the fixed value of the shares shall be suspended as from the happening of such event until a fresh value be fixed—this value shall be fixed in the manner hereinbefore appointed for fixing the value, at an ordinary meeting, and shall be considered as the fixed value during the time of suspension and thenceforth until a new value is fixed—and the Managers may call special meetings to fix these values from time to time as required.

Special business at Annual Meeting.

14. In the notice convening the ordinary meeting the general nature of any special business to be transacted thereat shall be mentioned, and no member shall bring forward any special business at such meeting unless he shall have given at least ten clear days notice in writing to the Managers of such business.

Death of Members.

15.a. If any member shall die or become bankrupt, or lunatic, or make any composition with creditors, or if his estate shall be liquidated by arrangement, or if any female member shall marry, the Managers may at their discretion, to be exercised within a reasonable time, either permit his representative (or in case of the marriage of a female member, her husband) to continue a member, provided that such permission be confirmed at any general meeting, or shall purchase on behalf of the Company all or any shares held by such member, at a price not exceeding the price fixed under

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Clause 18 at the time of such death, bankruptcy, lunacy, composition with creditors, liquidation by arrangement or marriage, for the purpose either of retaining such shares or any of them on behalf of the Company, or of offering the same at such price as may be agreed on for sale to any existing members, or any persons mentioned in Clause 25.

b. If the Managers decide to purchase such shares or any of them, payment for the same shall be made within a reasonable time, on the due execution of a transfer; but if the Managers shall be ignorant who or where such representative or husband may be for four calendar months after such death, bankruptcy, lunacy, composition with creditors, liquidation by arrangement or marriage, or if within the same period no representative or husband establish a claim to the purchase money satisfactory to the Managers; or if such representative or husband shall during the same period fail, neglect, or refuse to accept such payment, or to execute a transfer of the shares purchased, the Managers may, after the expiration of the said period, pay the purchase money (without interest or any other addition) into a special account with any Liverpool Bank, pending the establishment of a claim or the acceptance of such purchase-money, and, immediately upon such payment, such shares shall become forfeited to the Company as from the date of such death, bankruptcy, lunacy, composition with creditors, liquidation by arrangement or marriage, and may be registered in the Company's books in the name of the Company, and may be dealt with for all purposes as other shares belonging to the Company.

Sale of Shares.

16.a. If any member shall be desirous of selling his shares or any of them, he shall first inform the Managers in writing thereof, and the Managers shall have power on behalf of the Company or any persons mentioned in Clause 25, to buy all or any of such shares, at the price fixed as the value of the shares for the time being under Clause 18. If within one calendar month after the receipt of the information, the Managers shall not in writing have elected to buy such shares or any of them, such member shall be at liberty to dispose in any way he may think proper (but subject to confirmation at the next general meeting) of the shares or any of them not taken by the Managers.

b. The Managers shall, subject to confirmation at any general meeting, by the votes of members holding not less than three-fourths in value of the whole capital of the Company, remaining after deducting therefrom shares held by the Company or by the Managers for the reserve fund, and the amount held by the member hereinafter mentioned, at any general meeting, have power at any time to purchase on behalf of the Company or any persons mentioned in Clause 25, the entire but not partial interest of any existing member, by giving him not less than 10 days notice in writing of the intention of the Managers so to do, at a price 25 per cent. above that fixed as the value of the shares for the time being under Clause 18, or at the option of the Managers at such price not exceeding 25 per cent. above the value as fixed for the time being under Clause 18, as shall be fixed by two arbitrators, one to be appointed by the Managers, and the other by the member, and an umpire (neither of the said arbitrators nor the umpire being members of the Company) to be appointed by the arbitrators before proceeding to consider the question, or by any two of them, and if either party shall fail, neglect, or refuse to appoint an arbitrator for 10 days after the other party shall, by notice in writing, posted and addressed to the registered address of such party, have called upon him to appoint an arbitrator, then the sole arbitrator so appointed shall have absolute power to decide the question referred to him. Such price shall include all dividend not actually paid to such

member on his interest at the date of such notice, and his share in the reserve fund and other property and profits of the Company, and no liability for loss shall attach to the member for anything happening after such date.

c. The purchase money for such shares shall be paid by the Managers to the member whose interest shall be so purchased on the execution of a proper transfer by him. But if from any cause whatever such member shall fail to accept the purchase money, or shall fail, neglect, or refuse to execute such transfer within three calendar months after notice in writing has been sent to him, to the effect that his interest has been purchased by the Company, the Managers shall have power to pay the amount of such purchase money (without interest or any other addition to the price so fixed as aforesaid) into a special account with any Liverpool Bank, and immediately upon such payment the interest of such member shall become forfeited, as from the date of the notice mentioned in Clause 16 b, and the shares so purchased or forfeited as aforesaid shall be registered in the Company's books in the name of the Company, and may be dealt with for all purposes as other shares belonging to the Company.

Sale to be final.

17. No transferor of shares shall be entitled to receive any dividends after the one paid previously to the time of sale, nor to any share of reserve or other funds, as the entire interest in the funds and property of the Company will be included in the value of the shares, to be fixed from time to time under Clause 18.

Transfers.

18. The instrument of transfer of any share in the Company shall be executed both by the transferor and transferee, and the transferor shall be deemed to remain a holder of such share until the name of the transferee is entered in the register book in respect thereof. The Company may decline to register any transfer of shares made by members who are indebted, either solely, or jointly with any other persons to the Company.

Transfer Books.

19. The transfer books may be closed during the twenty-one days immediately preceding the ordinary meeting in each year.

Register of Transfers.

20. The instrument of transfer shall be presented to the Company, accompanied with such evidence as the Managers may require to prove the title of the transferor.

Conversion of Shares into Stock.

21.a. The Managers may with the sanction of the Company previously given in general meeting convert any paid-up shares into stock.

b. When any shares have been converted into stock, such stock shall be subject in all respects to the same conditions and regulations (or as near thereto as circumstances will admit) as such shares were subject to immediately before such conversion.

c. The several holders of stock shall be entitled to participate in the dividends and profits of the Company according to the amount of their respective interests in such stock, and such interests shall, in proportion to the amount thereof, confer on the holders thereof respectively the same privileges and advantages for the purpose of voting at meetings of the Company, and for other purposes as would have been conferred by shares of equal amount in the capital of the Company, but so that none of such privileges or advantages, except the participation in the dividends and profits of the Company shall be conferred by any such aliquot part of consolidated stock as would not, if existing in shares, have conferred such privileges or advantages.

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22.a. If the Managers shall in their discretion find it desirable to raise more money for the building of new vessels, or for other purposes, they may from time to time increase the capital of the Company by the issue of new shares, or if at the date of such issue the share capital of the Company shall have been converted into stock, then at their discretion by the issue of new shares or new stock; such aggregate increase shall be of such amount, and if consisting of shares shall be divided into shares of such amount as the Managers may think expedient.

b. Such new shares or new stock may be issued by the managers in their discretion at the price for the time being fixed as the value of a share or stock in the Company, or at any higher or lower price.

23.a. The Managers shall allot such new shares or new stock to the members in proportion to the existing shares or stock held by them, and may at their discretion either include in or exclude from this allotment the shares or stock held by the Company, or by the Managers on behalf of the Company for the reserve fund.

b. A notice shall be sent by the Managers to each member, specifying the number of new shares or the amount of new stock which may have been allotted him; if not accepted in writing within thirty days from the date of the notice, the Managers may act as if he had declined the shares or stock, and may either take up and purchase the same shares or any of them or the whole or any part of such stock on behalf of the Company or any persons mentioned in Clause 25, or dispose of such shares or stock in any way the Managers may think proper.

c. Any member of the Company shall have the power (subject to the approbation of the Managers) of selling any shares or stock which may be allotted to him to any other member of the Company during the 90 days next following the issue of the notices of allotment.

New Capital to be on same footing as old.

24. Any capital raised by the creation of new shares or new stock, shall be considered as part of the original capital, and shall be subject to the same provisions with reference to the payment of calls, and the forfeiture of shares on non payment of calls or otherwise, and to all other conditions and regulations, (or as near thereunto as circumstances will admit), as if it had been part of the original capital.

Admission of new members.

25. If the Managers shall think it desirable to admit any person as a member of the Company they may offer to such person any number of shares they may think proper, at a price not below the price fixed at the last preceding meeting.

How Shares are to be provided for new members.

26.a. The shares thus offered, may, at the Managers' discretion, either be procured in manner mentioned in Clauses 15 a, 16, 23 b, and 32 c, or if such persons are customers of the Company, or may be likely to influence business or prevent opposition, be taken in proportion from the shares of each of the members, as nearly as may be possible, without breaking a share.

b. The new members shall then become entitled to receive the next dividend or liable to pay any loss declared, and in all respects stand upon the same footing as the old members.

c. Any purchase money received on the shares so taken, shall belong to the old members, in proportion to the number of shares which shall have been taken from them respectively.

27.a. Share certificates may be issued to such members as make application for them, in such form as the Managers shall from time to time approve, and any two or more members registered as joint owners of a share, shall, for the purpose of this Clause, be treated as a single member,

and the certificate of any share which may be the subject to joint ownership, may be delivered to any one of such joint owners.

b. If a certificate be lost or worn out, the Managers may, if they think fit, renew or replace the same by a new certificate, and any person applying for a new certificate in place of that alleged to have been lost or worn out shall furnish to the Managers such evidence of loss or wear, and such indemnity in respect of the issue of the new certificate and otherwise as the Managers shall require.

Registration of
ownership.

c. A list of the members shall be kept in a book appointed for the purpose by the Managers, which shall be open to any member at any reasonable time. The accuracy of the said list shall once in every year, at the least, be certified as correct by the Managers and one member of the Company.

Joint ownership.

28. If several persons are registered as joint holders of any share, any one of such persons may give effectual receipts for any dividend payable in respect of such share, and any cheques or dividend warrants may be made out in the name of and sent to any one of such joint owners.

Trusts.

29. The Company shall not be bound to register any mortgage or trust on any share whether expressed, implied, or constructive.

Calls on New
Shares

30.a. The Managers may, from time to time, make such calls upon the members in respect of all monies unpaid on their shares as the Managers may think fit, provided that twenty-one days' notice at least is given of each call, and each member shall be liable to pay the amount of calls so made to the persons, and at the times and places appointed by the Managers.

b. A call shall be deemed to have been made at the time when the resolution of the Managers authorising such call was passed.

c. If the call payable in respect of any share is not paid on or before the day appointed for payment thereof, the holder for the time being of such share shall be liable to pay interest for the same from the day appointed for the payment thereof to the time of the actual payment, at the rate of not less than five pounds per cent. per annum, when the rate at the Bank of England does not exceed five per cent., or at the rate of two pounds per cent. per annum above the Bank rate, when the Bank rate exceeds five per cent.

Calls may be paid
in advance

31. The Managers may, if they think fit, receive from any member willing to advance the same, all or any part of the monies due upon the shares held by him before the time when such calls are due: and upon the monies so paid in advance or so much thereof as from time to time shall exceed the amount of the calls due upon the shares in respect of which such advance has been made to the Company, may pay interest at such rate as the member paying such sum in advance, and the Managers shall agree upon.

Refusal of
Shares

32.a. If any member shall fail to pay any call on the day appointed for payment thereof, the Managers may at any time thereafter, during such time as the call remains unpaid, serve a notice on him requiring him to pay such call, together with interest and all expenses that may have accrued by reason of such non-payment. The notice shall be in writing, signed or before which such call and all interest and expenses for time and cost of service of such notice-payment, are to be paid.

Evidence of for-
feiture and sale
forfeited shares

Notices.

Insurance.

b. It shall also name the place where the payment is to be made, the place so named being either the registered office of the Company, or some other place at which calls of the Company are usually made payable.

c. 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 such call was made, will be liable to be forfeited.

d. If the requisitions of any such notice as aforesaid shall not be complied with, any share in respect of which such notice shall have been given may, at any time thereafter before payment of all calls, interest, and expenses due in respect thereof shall have been made, be forfeited by a resolution of the Managers to that effect.

e. Any share so forfeited shall be deemed to be the property of the Company, and may be retained by the Company or disposed of in such manner for the benefit of the Company as the Managers shall think fit.

f. Any member whose shares have been forfeited shall notwithstanding be liable to pay to the Company all calls owing upon such shares at the time of forfeiture.

Evidence of forfeiture and sale of forfeited shares.

33. A statutory declaration in writing that a call in respect of a share was made, and notice thereof given, and that default in payment of such call was made, and that the forfeiture of the share was made by a resolution of the Managers to that effect (which last mentioned statement alone shall, in the case of any share forfeited in pursuance of the power for that purpose contained in Clauses 15 *b* and 18 *c* be sufficient) shall be sufficient evidence of the facts therein stated as against all persons entitled to or claiming such share, and such declaration and the receipt of the Company for the price of such share shall constitute a good title to such share, and the purchaser shall be deemed the holder of such share, discharged from all calls due prior to such purchase, and he shall not be bound to see to the application of such purchase money, nor shall his title to such share be affected by any irregularity in the proceedings in reference to such sale.

Notices.

34.*a.* A notice may be served by the Company upon any member either personally or by sending it through the post in a prepaid letter addressed to such member at his registered place of abode, in the United Kingdom, and no member who has not a registered place of abode in the United Kingdom shall be entitled to any notice, but shall be treated and dealt with as having had notice, or as having agreed to dispense with notice, anything herein contained to the contrary notwithstanding.

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

c. Any notice if served by post shall be deemed to have been served at the time when the letter containing the same would have been delivered in the ordinary course of post, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post.

Insurance.

35.*a.* Each member of the Company shall attend to any insurance he may wish to effect on his interest in the Company.

b. The Managers shall have power when they think fit, to effect any insurance (marine or otherwise) on the vessels, freight, outfit, or other property of the Company, on behalf and at the expense of the Company generally; also to pay any premium (wholly or in part) on, or difference of premium on, or pledge the Company to become the assured of, or guarantee the solvency of any insurers on any goods, merchandise, cattle, live stock, or treasure, shipped, or to be shipped, on board any of the vessels the property of the Company, whether on or under deck, and whether received or delivered by the Company at the first or final port of shipment or destination, or on board of any vessel, hulk or lighter for transshipment, store, or otherwise, or on board or into any vessel, or carriage, or conveyance of any description for removal to its final or other port of delivery.

c. They shall have power to settle, either wholly or partially or by compromise, arbitration, or otherwise, any claims of whatever kind arising out of the powers given them by Clause 35 b.

Arbitration.

36. In reference to the affairs or interests of the Company, or in consequence of any disputes arising out of them, neither the Managers nor the Company shall commence any action against any member of the Company, nor shall any member commence any action against the Managers or the Company, or against any other member but the dispute or difference shall be left to the arbitration of Mr. William G. Bateson of Liverpool, Solicitor, or, failing him, an arbitrator shall be appointed by each party, which arbitrators shall have power to call in an umpire. The submission hereby made may be made a rule of Her Majesty's high court of justice on the application of any party interested, and the costs shall be at the discretion of the arbitrator or arbitrators.

Application of Act.

37. This Company is not bound by any of the Clauses in the first Schedule, Table A of the Companies Act, 1862.

Interpretation.

38. In the construction of these articles, unless there is something inconsistent with the context—

Words importing the singular number only, shall include the plural number; and words importing the plural number only, shall include the singular.

Words importing the masculine gender, shall include the feminine gender.

Persons shall include partnerships, associations, corporations, companies unincorporated and incorporated by Act of Parliament and registration, as well as individuals.

Agreement.

39. We, the several persons whose names and addresses are subscribed, agree to take the number of shares in the capital of the Company set opposite our respective names, and bind ourselves, our heirs, executors, and administrators, to the conditions above written.