

Copy of the Deed of Settlement of the
Ferrocarril de Guanajuato and Michoacan
Banking Company.

Contract No. 126.

1. be subscribed by
each proprietor with
his name and
certificate given to
him

time of his execution. His deed or any
deed of cession hereto, be thereupon written
by him opposite his name, and a
certificate shall be delivered to him in a
form to be prescribed by the Board of
Directors specifying the total number of
shares held by him together with the
proper number of each share.

8
Certificate to be
evidenced of title—

That the certificate to be delivered by
the Board of Directors to every person who
is or hereafter shall be a proprietor of
the Company in respect of any shares
which are or may be subscribed for
purchased or otherwise acquired by him
shall at all times be the voucher of the
title of such person to such shares and
good prima facie evidence of his having
been approved of and accepted by the
Board of Directors as a Proprietor in
respect of such shares and a fee of Two
shillings and six pence shall be payable
on every transfer in respect of the certificate
or certificates to be granted under the
provision to that effect hereinafter contained.

9
Names of proprietors
and numbers of shares
to be entered in up
together

That the names and places of abode
of all the proprietors for the time being
of the Company together with the total
number of shares held by each of them,
and the proper numbers of each share from

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the Birmingham and Midland
Banking Company.

Constituted &
Reincorporated.

1824. No. 52.

tunes to times be entered and recorded in
a book to be kept for that purpose so
to be called "the Proprietors' Register" and
every proprietor who shall at any time
change his name or place of abode or
who being a female shall marry and the
assignee of every proprietor who shall
become bankrupt or insolvent and the
personal representatives or legatees of any
proprietor who shall die shall immediately
upon and after any of the said events leave
a notice in writing at the Banking house
or office of the said Company in Birmingham
stating his her or their name or names
or new name or names and place or places
of abode and when a female proprietor
shall have been married sh. n. also the
name and place of abode of her husband.

10. Payment of calls. That every proprietor of shares shall
and will pay to the Board of Directors
for the time being of the Company the sum
of ten pounds on each and every share
of the capital fund subscribed for or held
by him or her at the times and in manner
following (that is to say) - the sum of two
pounds per share on each and every share
before or at the time of his or her execution
of these presents and the remaining eight
pounds per share on each and every share
by such instalments in such sums and

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COMPANY
FOR THE
MANUFACTURE
OF COTTON,
BIRMINGHAM AND MIDLAND
MANUFACTURING COMPANY.

Copy of the Deed of Settlement of the
COMPANY
FOR THE
MANUFACTURE
OF COTTON,
BIRMINGHAM AND MIDLAND
MANUFACTURING COMPANY.

at such times as the Board of Directors shall call for payment or payment of the same and three calendar months' notice in writing of each call shall be given to each Proprietor previous to the day on which the same shall be required to be paid and the Board of Directors is hereby empowered, when and as they may deem it expedient to make such calls and orders upon the Proprietors for the payment of the Eight pounds per share.

11 — That, if at the time when any share (On future allotment shall hereafter be subscribed for, more amount of previous calls to be paid) than one instalment shall have been payable on the shares then already taken all such instalments shall also be paid into the bank of the Company in respect of such future shares so to be subscribed for at the time of such future subscription.

12 — That, in case any call or instalment (after default for one calendar month, instalment to carry interest) shall remain unpaid for one calendar month after the day appointed for payment thereof such instalment shall carry interest after the rate of five pounds per centum per annum from the day on which the same ought to have been paid and no Proprietor shall be allowed to exercise any right by virtue of these presents or be entitled to any dividends, bonus or otherwise.

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Birmingham and Stafford
Banking Company.

Exhibit A of Sheet I.

benefit under the same until he shall have paid the amount of every call in respect of the shares to which he may be entitled together with all interest (if any) which shall have become due and payable thereon.

— 13 —
*Forfeiture of shares
on non-payment of
calls*

That in case any proprietor or the heirs executors or administrators of any proprietor shall refuse neglect omit or decline to pay any instalment which under the provisions herein contained is or shall become payable in respect of his or their shares or any of them for the space of two calendar months after the day appointed or to be appointed for payment thereof, then and in every such case the property and interest of such proprietors or of such heirs executors or administrators so refusing neglecting omitting or declining as aforesaid of and in the share or shares in respect of which such default shall have been made and all previous payments made in respect thereof and all benefit and advantage therefrom shall thenceforth become forfeited to the Company nevertheless without prejudice in any manner to the right or option of the Board of Directors to waive such forfeiture and to enforce payment of such instalment or instalments in such manner as they may think best.

The Deed of Settlement of the
Birmingham and Midland
Mining Company.

London, 1858.

The Board of Directors, and the holders
of shares shall be designated by the
name of "Proprietors".

That no person shall in his own right
be allowed to hold more than two hundred
and fifty shares in the capital of this
Company either by subscription or by
purchase or other acquisition, nor shall
any person be allowed by subscription or
by sale or other disposition to hold fewer
than five shares nor shall any person be
allowed to hold either by subscription
purchase or bequest or as next of kin any
number of shares which shall not be five
or a multiple of five and every person
holding any shares beyond or below the
numbers hereinbefore prescribed shall sell
or dispose of such prohibited shares under
the provisions hereinafter contained for the
sale and transfer of shares and in case
he shall hold any such prohibited shares
at the time of any dividend of profits which
shall be declared after the expiration of
six calendar months from the time of his
acquiring such prohibited shares he shall
not be entitled to receive the dividends then
payable in respect of the shares hereby
prohibited from being held as aforesaid but
all such dividends shall be added to the
capital of the Company and form part thereof.

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Birmingham and all
Banking Company.

Provided always that
lawful for the Manager of
of this Company to hold or
of shares not exceeding two
fifty ^{shares} as the Board of Directors
any agreement in writing may
think proper to allow.

(No persons to hold
shares jointly -

That it shall not be lawful or competent
for two or more individuals to subscribe for
or hold any shares jointly except as
assignees of a bankrupt or insolvent proprietor
or as executors or administrators of a deceased
proprietor and in no case shall any
share be divided into fractional parts.

(1) _____
*No survivorship
between proprietors.

That no benefit of survivorship shall
take place between or among the proprietors
and all the property of the Company shall
as between and among the several proprietors
and their respective real and personal
representatives be deemed personal estate
and each of the proprietors as between
one another shall be entitled to and
interested in the profits and liable and
subject to the losses of the Company in
proportion to his shares in the capital
fund or joint stock of the Company.

(7) _____
*Number of shares

That the total number of shares subscribed
for or held by each person shall at no

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between

Birmingham and Midland
Banking Company.

RECORDED

and to recover damages for non-payment thereof and without prejudice also to the power given to the Board of Directors to remit forfeitures by the present in that behalf hereinafter contained.

14

(Discount may be allowed on instalments)

That the Board of Directors shall have power to allow (if they should think it expedient) to any Proprietor who shall pay any instalment that may be hereafter called for upon his shares or any of them before the day fixed for the payment thereof such a discount as the Board shall think proper not exceeding the rate of Two pounds ten shillings per centum per annum computed from the day on which the same shall be paid up to the day fixed for payment of such instalment.

15

Power to Proprietors to sell and transfer shares

That it shall be lawful for the Proprietors in the Company or their legal representatives whether by marriage or as executors or administrators legatees or next of kin after the expiration of twelve calendar months from the day of the date hereof but not before that period to sell and transfer all or any of their respective shares in manner and under and subject to the restrictions and regulations in that behalf hereinabove expressed but not otherwise.

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(Continuation of Sheet 2.)

16 Regulations for
Transfer of shares That no proprietor in whatsoever
right character or capacity shall be
allowed or entitled to transfer any less
number than five shares, nor any number
of shares which shall not be five or a
multiple of five and no proprietor in
whatsoever right character or capacity
shall be allowed or entitled to transfer
any shares without the approbation of
the Board of Directors such approbation
to be testified by the execution of the deed of
transfer of such shares by the Chairman
or in his absence by the Deputy Chairman
of the Board of Directors and for the
purpose of obtaining such approbation the
existing holders of any shares proposed
to be transferred shall deliver or cause to
be delivered at the Banking house of the
Company in Birmingham a notice in
writing of such proposed transfer containing
the respective numbers of the shares
proposed to be transferred the respective
names and places of abode of the proposed
transferee and of the existing holder of
such shares together with the real price
(if any) which such proposed transferee
shall have agreed to give for the same.

17 To settle the number
and calls are unpaid That no person shall sell assign or
transfer any shares after the time appointed
for payment of any call or call.

Copy of the Deed of Settlement of the
Birmingham and Bedford
Banking Company.

(Continued)

(Continuation of Sheet L.)

by the Directors until the amount of such instalment, in respect of the same shares together with all interest (if any) due thereon, shall have been fully paid.

18

~~Form of transfer
provisions to execute
deed of settlement or
- covenants -~~

That the Directors for the time being shall determine the form of the instrument for the transfer of shares and shall from time to time make such orders and regulations respecting such transfers and by whom and in what manner the same shall be prepared and with what officer of the Company and in what place the same shall be deposited and how the same shall be registered as shall appear to them expedient for the security of the Company and for effectuating the purposes of such transfer and all sales and transfers not made conformably to the regulations of the Directors shall be invalid and invalid at law and in equity and the fees payable to the officers of the Company for preparing registering and perfecting every such transfer shall be five shillings on the shares transferred exclusive of stamp duty where they shall not exceed ten in number and that where they exceed that number such fees (exclusive of stamp duty) shall be ten shillings

Copy of the Deed of Settlement of the
Lancashire and Cheshire
Banking Company.

Registration No. L.

19
New proprietors
to expense or accede
to this deed

That every person from time to time approved of by the Board of Directors under the provisions of this deed to become a proprietor or transferee of any shares and who shall not be then already a proprietor shall either in person or by attorney at his own expense and at such place as the Board of Directors shall appoint execute these presents or some deed of accession to be prepared by the Directors for the purpose whereby he shall enter into covenants with the trustees for the time being of the Company duly to observe and abide by all the stipulations provisions and regulations for the time being affecting or intending to affect holders of shares in this Company provided that no proprietor shall be required a second time to execute these presents or any deed of accession hereto upon his acquiring any additional shares.

20
Shareholders'
certificates

That upon every sale or transfer of shares the certificate or certificates held by the former proprietor of such shares shall be given up to be cancelled and shall forthwith be cancelled accordingly and a new certificate shall be issued to the new proprietor in respect of the shares transferred to him and if any of the shares included in the certificate or certificates so issued are

Copy of the Deed of Settlement of the
Birmingham and Midland
Banking Company.

Contract No. 4 Sheet L.

shall be retained by the old Proprietor a new certificate in respect thereof shall be issued to him and new certificates may by order of the Board of Directors and at their discretion be from time to time issued in the place of such as shall to the satisfaction of the Directors be found to be worn out lost damaged or destroyed.

21 — That every person entitled to a certificate of any shares acquired by him and who being already a Proprietor of the Company shall not be required to execute these presents or a deed of acceptance thereto in respect of the shares specified in such certificate shall on receiving such certificate give to the Board of Directors a receipt under his hand for the same in such form as the Board shall prescribe and such receipt shall be evidence that the person giving the same is Proprietor of the shares specified in the certificate for which such receipt shall have been given and upon the surrender of such certificate the Board of Directors shall cause such receipt to be cancelled or delivered up to the person who shall have given the same or to his executors or administrators.

Proprietors acquiring new shares to give receipts to Directors for certificates

BIRMINGHAM AND MIDLAND
IRONFOUNDERS COMPANY.

London and Smiths

22 That the husband of any female
representative of proprietor or the executor administrator
certain proprietors ^{may sell} legatee or next of kin of any deceased
proprietor or the assignee of any proprietor
who may have become bankrupt or
insolvent shall not as such be as
proprietor in respect of such shares as
shall be vested in him in any of the
aforementioned capacities respectively but any
such husband executor administrator,
legatee or next of kin, shall be at liberty
to sell and every assignee of any bankrupt
or insolvent proprietor shall be bound to
sell such shares with the consent of the
Board of Directors in such manner as
the recognised proprietors are authorised
to do but subject to the additional
restrictions hereinafter expressed.

23 That nevertheless if the husband of
any female proprietor or the executor
administrator legatee or next of kin of
any deceased proprietor shall be desirous
of becoming a proprietor in respect of all
or any of the shares held by him in any
of those capacities, he shall give notice
in writing at the Banking House of the
Company in Birmingham of such his
desire, in which notice shall be expressed
the name and place of abode of the person
giving the same and the name of the

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BIRMINGHAM AND MIDLAND
IRONWORKS COMPANY.

proprietor in whose name or right his
claims and the number of shares with
their respective numbers in respect
whereof he is desirous of becoming a
proprietor whereupon the Board of
Directors shall at their discretion by
any writing under the hand of their
Chairman or in his absence of their
Deputy Chairman approve of and admit
such applicant to be a Proprietor, in
respect of such shares or disallow such
application and shall certify their
approbation or disapprobation accordingly
and if such application shall be allowed
the applicant upon complying with the
provisions of the 19th article of these
present and all other the provisions
herein contained shall be admitted and
become a proprietor in respect of such
shares and have the same transferred
into his name accordingly and shall be
personally charged with the duties and
liabilities incident to the ownership of
the same.

¶4

Title of representatives
or trustees of proprietors
to be evidenced by
production of the
instruments under
which they drawe title.

That before any assignee of a bankrupt
or insolvent proprietor shall sell or transfer
any shares vested in him in that capacity
and before any executor administrator or
legate or next of kin of a deceased Proprietor
or any husband of a female Proprietor

20
Deed of Settlement of the
Birmingham and Midland
Banking Company.

1st October 1870.

shall sell or transfer any shares
vested in him in any such capacity
or shall become a proprietor in respect
of such shares or be entitled to receive
any dividends in respect of the same
he shall have or cause to be left for the
space of ten days at the Banking houses
of the Company in Birmingham the
certificate of choice deed or instrument of
assignment - probate of the will or letters
of administration under which or the
certificate of his marriage with the person
in whose right he shall claim to be
entitled to the same shares in order
that a minute thereof may be entered
in the books of the Company and an
exhibit be endorsed thereon and that
(if thought advisable by the Board of
Directors) an attested copy thereof or
extract therefrom may be made.

25

of degrees in law to
receive dividends
already due. Dividends
on shares of representatives
suspended for three
years shall become
due on sale.

That every such assignee of a bankrupt
or is a joint proprietor or executor
or administrator legatee or next of kin of a
deceased proprietor or husband of a female
proprietor shall be entitled to receive
any dividend which shall have become
due on the shares which shall be so sold
by him before his title to the same,
shares accrued, but no dividends which
shall become due on the same shares

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BIRMINGHAM AND MIDLAND
Banking Company.

Continuation of Sheet L.

after his title shall have accrued shall be receivable or demandable by him but shall till some person shall have become a proprietor in respect of the said shares remain in suspended and every transfer shall carry with it the profits and interest and share of capital and surplus or reserved fund in respect of the share transferred so as to close all the right and interest of the party or parties making such transfer in respect of the share or shares comprised therein.

26

The title of transfers and representatives becoming proprietors forfeiting or ceasing to hold —
That every purchaser of shares who shall not previously to such purchase have executed or otherwise acceded to these presents and every person who being the husband of any female proprietor or the executor or administrator legatee or next of kin of any deceased proprietor who shall have been approved of by the Board of Directors as a proprietor in respect of the shares vested in him in such capacity and shall not at the time when the said shares vested in such capacity as aforesaid be a recognised proprietor in the Company in respect of any other shares shall as to all duties obligations claims and demands upon or against him in respect of such shares be considered a proprietor from the time of the same shares being so purchased.

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Swaminigan and Attached
Banking Company.

Under seal of God L.

by or so vested in him as aforesaid
but as to all profits rights privileges
benefits and advantages to arise from the
same shares no such person shall be
considered a proprietor in respect of the
same until he shall have executed or
otherwise acceded to these presents (—
conformably with the provision so that
effect hereinbefore contained).

27

That every person in whom any shares
shall vest in any of the characters mentioned
in the provision lastly hereinbefore contained
and who previously to such purchase or
vesting shall have executed or otherwise
acceded to these presents and who shall
be a proprietor in the Company in respect
of any other shares shall as to all the
shares so vesting in him in any of the
characters aforesaid be considered as a
proprietor from the time of his obtaining
a certificate for such shares and giving
a receipt to the Board of Directors for
such certificate as hereinbefore required
and such person shall not be required
again to execute this deed or such other
deed of accession as aforesaid.

28

That in settling to
execute such deeds.

Effect all proprietors and landlords of
families proprietors and executors and
other persons to whom any

COMPANY
REGISTRATION.

Copy of the Deed of Settlement of the
Birmingham and Midland
Banking Company.

(Continuation of Sheet I)

deceased Proprietors and assignees of bankrupt or insolvent Proprietors who shall sell any shares to the Board of Directors, or to any other person with their approbation, shall do and execute all such acts and deeds for vesting such shares in or for the benefit of the Company or in such new Proprietor (according to circumstances) as the Board of Directors or such new Proprietor shall require.

29
Shares forfeited on non-execution of deed.

That in case any person in whom any shares shall by original subscription or by purchase marriage bequest representation or other mode of acquisition become vested and who shall not have executed or otherwise acceded to these presents shall for three calendar months after notice in writing for that purpose from the Board of Directors neglect or refuse to execute these presents or such deed of accession as aforesaid then it shall be lawful for the Board of Directors to declare all the shares vested in such person so neglecting or refusing as aforesaid and all benefit and advantage whatsoever incident thereto to be forfeited to the remaining members of the Company and the same shall be forfeited accordingly

30

That whenever by any means whatsoever

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Birmingham and Leicestershire
Banking Company.

Contract No. 112

That if at any time any shares shall become forfeited and
such forfeiture shall not under the
provision in that behalf in this deed
contained be remitted by the Directors
or whenever any shares shall be duly
and effectually transferred to a new
proprietor then and in such case and
not before the responsibility of the previous
owner as a proprietor in the Company
in respect of such share or shares shall
cease and determine and such previous
owner shall in respect of such shares
be exonerated and released from all
subsequent claims demands and obligations
and from all future obnoxious and
performance of the covenants conditions
stipulations and agreements of these presents
in respect of the same share or shares.

31

Management of
Business vested in a
Board of Directors

That the business affairs and concerns
of the Company shall be under the
exclusive and entire management of a
Board of Directors which Board shall
be composed of eight proprietors to be
from time to time appointed in manner
hereinafter in that behalf provided and
such Board shall have the sole and
exclusive control over and management
and disposal of the stock funds estate
property and revenue of the Company and
shall regulate and determine the mode

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Birmingham and Midland
Banking Company.

COMPLETED
REGISTRATION

Continuation of Sheet 2.

and terms of carrying on the business
thereof in all cases not expressly
provided for by this deed or to be hereafter
expressly provided for by any supplementary
or occasional deed).

3.2
Qualification of
Directors -

That no proprietor shall be eligible for
or be elected a Director who shall not
at the time of his election be the holder
in his own right of at least fifty shares
in the capital of the Company or who
shall have been bankrupt or insolvent or
have stopped payment in the ordinary
mercantile acceptation of that term or who
shall not reside within the distance of
six miles from the Town Hall of
Birmingham or who shall be a bill
Broker or who shall be a principal or
clerk or accountant in or agent for any
bank not being a joint stock bank or a
director clerk or accountant in or agent
for any bank being a joint stock bank
which now is or hereafter may be
established And in case any Director
by these presents nominated or to be hereafter
appointed shall whilst he shall continue
in office cease to be a holder of fifty shares
in the Company or become bankrupt or
insolvent or stop payment in the usual
mercantile acceptation of that term or
cease to reside within the distance of

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Birmingham, Newmarket and Midland
Banking Company.

London, 10th Sept. L.

six miles from the Town Hall of Birmingham or becomes a bill broker or becomes a principal or clerk or accountant in or agent for any Bank not being a joint stock bank or a director, clerk or accountant in or agent for any Bank being a joint stock bank which now is or hereafter may be established, his office shall thenceforth and thenceforth become vacated. And where any two or more proprietors are copartners in any trade or concern in such case not more than one of such copartners shall be eligible as a Director and where two or more proprietors stand in the relation of father and son or in that of brothers in such case, not more than one of them shall be eligible as a Director. Provided and it is declared that no act or resolution of any Board of Directors shall be rendered void or voidable by reason of any Director acting or concurring therein who shall be then disqualified voting if there should not have been present a sufficient number of Directors to constitute a Board exclusively of such disqualified member.

33

That in case any person hereafter to be elected a Director shall at the time of his appointment be disqualified and shall thereby cease to be a Director.

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Birmingham and Hollands
Tramway Company.

London Sept 2.

any person by these presents nominated or hereafter to be elected a Director shall become disqualified after his appointment or election and shall wilfully continue to act as a Director every such person shall forthwith on demand by the Directors for the time being or any of them pay into the funds of the Company the sum of Five hundred pounds sterling to be recovered as liquidated damages for the benefit of the Company and to be carried to the account of and added to the "Guarantee Fund".

34 That the said Thomas Bollow, Robert Hobbs, John Taylor, Thomas Pinches, William Port, William Gammon, and John Francis are hereby nominated and declared to be the first and present Directors of the said Company, and that William Wells of Birmingham aforesaid is hereby nominated and declared to be the Solicitor to the said Company.

35 That at the annual general meeting to be held in the year one thousand eight hundred and thirty seven two of the Directors hereby nominated shall retire from office and at every subsequent annual meeting two of the Directors shall in rotation retire from office and the Directors hereby nominated

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Winnington and Middleland
Tanning Company.

Glasgow 28th Decr.

shall previously to the annual general meeting to be held in the year one thousand eight hundred and thirty seven fix and determine by lot or ballot the order or rotation in which they shall respectively retire from office And after the whole of the Directors hereby nominated shall in their respective turns have retired from office the two Directors who shall for the time being have been in office for the longest period shall retire Provided that every or any retiring Director shall be eligible to be at once re-elected a Director at the same annual general meeting and in case of such re-election such re-elected Director shall for all the purposes of this clause be considered a new Director as from the time of such his re-election.

36
Election of future Directors -
That at every annual general meeting all vacancies in the Board of Directors whether occasioned by retirement in rotation or by any other cause and which (in the latter case) shall not have been filled up by the Board under the provisions of this deed shall be filled up by the Proprietors at such annual general meeting And in case on the election of Directors a ballot shall be demanded (as provided by the 5th article of these presents) such election by ballot shall be conducted in the

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Birmingham and Midland
Ironmongery Company.

(Continued on p. 12.)

following manner namely - each proprietor shall be provided with a list of proprietors qualified for the office of Director upon which the Secretaries to be appointed under article 240 &c, shall write the number of votes to which such proprietor is entitled and afterwards such proprietor shall on each list make a mark against the names of so many qualified proprietors as shall correspond with the number of vacancies in the Board of Directors and all the lists shall be then collected in the Ballotting-box and shall be investigated by the Scrutineers who shall report the number of votes to the meeting and those proprietors shall be chosen Directors who shall have a majority of votes and in every case of an equality of votes the Chairman of the meeting shall have the casting vote in addition to his vote or votes as a proprietor.

37

With a view of facilitating the election of Directors the Board of Directors shall before each annual general meeting cause to be made out from the proprietors register a list containing the Christian and surnames and places of residence of all the proprietors of the Company who shall for the time being be qualified to act as Directors and a printed or written copy of such list shall at least fourteen

⁽¹⁾
List of persons
qualified for
(Directors) to be
elected as a proprietor.

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BIRMINGHAM AND MIDLAND
Banking Company.

Exhibit No. 562.

days before such annual general meeting, be sent by the Manager for the time being to each Proprietor having a vote in manner hereby required for sending notices to Proprietors.

38.—That at every annual general meeting the Directors going out of office that day shall for all the purposes of such meeting be considered as in office until the meeting shall break up or adjourn. And in case any general meeting at which new Directors ought to have been chosen shall from any cause whatever fail to elect such new Directors or shall be adjourned by reason of an insufficient attendance of Proprietors in every such case the Directors in office for the time being shall continue to act until new Directors shall have been duly chosen.

39.—That every person who shall be hereafter appointed a Director shall within fourteen days after notice of such appointment (such notice containing a copy of this clause or embodying the substance hereof) signify in writing to the Board of Directors his acceptance of the office of Director and in case he shall refuse omit or neglect to comply with this provision his office of Director shall be thereby forfeited and absolutely vacated. Provided that if the

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COPPER
REGISTRATION
Tottenham and Middlesex
Woolaving Company.

C. J. M. from S. Short L.

person so appointed a Director shall be free from home at the time of sending or giving such notice the Board of Directors may, if they think fit allow such further time for his acceptance of office as they shall think reasonable).

— 40 —

(Director not attending
Board Meeting for
three months after
his election to forfeit
— office)

That in case any Director shall neglect omit or refuse or be incapacitated for the space of three calendar months after his election to attend the Board of Directors, his office of Director shall be thereby forfeited and absolutely vacated.

— 41 —

(Directors may resign)

That in case any Director shall at any time be desirous of resigning his office and of such his desire shall give notice in writing to the Chairman of the Board of Directors for the time being the office of such Director shall at the next meeting of the Board be vacated.

— 42 —

(Board may remove
Director for misconduct)

That in case the conduct of any Director shall be such that his continuance in office shall appear to at least two of his Co-Directors for the time being to be prejudicial to the interests of the Company it shall be lawful for such Co-Directors or any four of them at a special Board to be convened for that express purpose to remove such Director from his office.

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Banking Company.

(Continued from L.)

173 That when and so often as any vacancy shall occur in the office of Director either by death, confinement, or mental incapacity, forfeiture, refusal to act, resignation, or removal, or for any cause other than that of going out by rotation at the general annual meeting and it shall be more than one calendar month prior to the time of the next general annual meeting, in every such case the Board of Directors for the time being shall and they are hereby empowered and directed to fill up any such vacancy by the appointment of a proprietor qualified for the office and every such Director so appointed by the Board shall be as fully and effectually a Director of the Company as if he had been elected by the proprietors and he shall retire from the direction of the Company in like rotation as the Director in whose place he shall be so appointed would have retired under the regulations of this C. & C.

174 That the Board of Directors for the time being shall meet at the Company's Banking house in Birmingham on the Wednesday in each successive week at eleven o'clock in the forenoon or as soon after that hour as may be and such days shall be considered the ordinary Board days and the Board of Directors shall

Copy of the Deed of Settlement of the
Birmingham and Midland
Banking Company.

(Continuation of Part I)

meet at the said Banking house or at any other place on such other days and at such shorter intervals and at such other hours of the day as they may think necessary and the Manager of the Company alone or any two Directors shall have and are hereby invested with power to call at any time an extraordinary Board of Directors by sending (by post or otherwise) to each Director a letter at least one day previously specifying the place day and hour fixed for the meeting and the special object and purpose thereof so far as such object or purpose can with prudence or propriety be disclosed in such letter.

445

Board constituted
by three Directors

That in order to constitute a Board of Directors for the transaction of business there shall be present at least three of the Directors and each Director present shall have one vote and in all cases of an equality of votes the Chairman of the meeting shall have a casting vote in addition to his individual vote as a Director and all questions, resolutions, propositions, matters and things which shall be proposed or submitted at any Board of Directors shall be decided by a majority of votes and all orders, acts, deeds, matters and things made done executed ordered or directed by any such meeting of three or more Directors.

Copy of the Deed of Settlement of the
BIRMINGHAM AND MIDLAND
IRONWORKS COMPANY.

Page 100 Sheet 1.

shall be equally binding valid and effectual as if all the Directors had been present and assented thereto or concurred therin save and except in such particular cases only as are hereby otherwise expressly provided for.

46

Not less than six
Directors to alter
former resolution.

That no order resolution or determination of the Board of Directors shall be altered varied annulled or rescinded at any subsequent meeting of the Board at which less than six Directors shall be present.

47

Directors to act
faithfully and sign
declaration of secrecy.

That each of the parties to this deed who is hereby nominated a Director and each Proprietor who may be hereafter appointed a Director shall and will faithfully and impartially discharge the several duties devolving upon him as a Director and shall and will before he shall enter upon the duties of his office sign a declaration pledging himself to secrecy on the subject of the transactions of the Company and of all accounts of individuals with the Company.

48.

Appointment of
Chairman and
Deputy Chairman.

That the present Board of Directors shall forthwith and every future Board of Directors shall annually at the first meeting of the Board proceed to elect one of their body to be Chairman and one other to be Deputy Chairman of the Directors of the Company.

Copy of the Deed of Settlement of the
BIRMINGHAM AND MIDLAND
RAILWAY COMPANY.

Continuation Sheet 4.

the parties so elected shall hold those respective offices until the next annual election of Directors and the Deputy Chairman shall officiate only on the death or resignation or in the absence or on the refusal to act of the Chairman and in case of the absence of both those officers or their refusal to act at any of the meetings of the Directors the Board shall be competent to transact business by appointing any Director present to be Chairman of that meeting and in case of the death or resignation of the Chairman the Deputy Chairman shall become Chairman until the next election of Directors and in case of the death or resignation of the Deputy Chairman or of his taking office as Chairman the Board shall forthwith appoint one of their body to be Deputy Chairman who shall continue in office until the next election of Directors.

49. -
Minutes of proceedings

That minutes of all the orders resolutions and proceedings of each Board of Directors and of the names of every Director present shall be made and entered in a book and signed at the termination of the business of the Board by the Chairman at such Board and every such book shall be kept by the Manager for the time being at the banking house of the Company in Birmingham

Copy of the Deed of Settlement of the
Faversham and Medway
Traction Company.

1st day of Sept 2.

and the same when so entered and signed
shall as between and amongst the
proprietors and all parties claiming by
from through or under them be conclusive
evidence of all such orders resolutions and
proceedings and that the person signing
the same as Chairman was duly elected
as such.

50
*Management of the
affairs of the Company
vested in the Board.*

That the Board of Directors shall have
the entire ordering managing and conducting
of the capital stock property revenue effects
affairs and other concerns of the Company
and shall (conformably to the provisions
of this deed) regulate and determine the
mode and terms of carrying on and
transacting the business of the Company
and no Proprietor not being a Director
nor any Director unless duly authorised
so to do by the Board of Directors shall
on any pretence whatever use the name
style or form of the Company in drawing
endorsing accepting or otherwise negotiating
any bills notes or other securities whatever
and no Proprietor (not being an Officer or
Director of the Company) his or her executors
or administrators legatees assignees or creditors
or any other person or persons claiming or to
claim by from through under or in trust
for him or her shall have cargo to or be
entitled to effect or be held copies of

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Birmingham and Midland
Banking Company.

London & Co. & Sons

extracts from any of the books accounts writings or other documents whatsoever of the Company except such (if any) as may be produced for that purpose at any general meeting of the Proprietors and except these presents or any supplementary deed or deeds of accession to be prepared in pursuance thereof nor shall any such Proprietor or other person or persons meddle or interfere in any manner with the bills cash securities or other property of the Company or the ordering managing or conducting the affairs business or concerns thereof but shall and do hereby fully and entirely commit entrust and leave the same to be wholly ordered managed and conducted by the Directors for the time being and those whom they shall appoint save in those cases only which are hereby otherwise expressly provided for.

51
*(Manager alone or
with concurrence of
one or more of the
Directors may receive
— or refuse bills —)*

That in order to prevent any undue disclosure of such bills of exchange and promissory notes as may pass through the bank the Manager alone shall have power to receive or refuse the same except in those cases only in which he may require advised in which case he shall select any one or more of the Directors for the time being and consult with him or them upon the subject Provided nevertheless that

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Birmingham and Midland
Bankers' Company.

London, 1st Sept. 1851.

The Board of Directors for the time being shall have full power to order the manager not to receive any specified description of bills of exchange or promissory notes which order shall be binding upon the manager.

52 That it shall be lawful for the Board of Directors at any meeting at which there shall be present at least five Directors of whom four shall consist from time to

time as they shall think fit to establish branch-banks in any towns cities or places in England or Wales with such public registered and other officers agents and servants as may be thought requisite and at any time afterwards to suppress any such branches or establishments when and as the Board of Directors at such a meeting as last aforesaid may think fit and all such branch banks and establishments and the individuals connected with the conduct and management thereof shall be under the control and management of the Board of Directors as fully and in the same manner in all respects as the principal establishment of this Company in Birmingham and the individuals connected with the conduct and management thereof.

63 That in all cases not expressly provided for by this deed it shall be lawful for the

Copy of the Deed of Settlement of the
{
COPIED
REGISTRATION } *Birmingham and Midland
Banking Company.*

C. 1000000 of Sheet 1.

Board of Directors to act in such manner as may appear to such Board most conducive to the interest and welfare of the Company and for the more efficient guidance and government of the Board of Directors in their management and superintendence of the property and concerns of the Company the Board shall have power to make from time to time such bye-laws or rules and provisional regulations as they may deem expedient so as the same be not inconsistent with or repugnant to any of the express or fundamental provisions of this deed and the Board shall have power to alter or repeal from time to time all or any of the rules bye-laws or provisional regulations so to be made and which shall not have been established or incorporated into any supplementary deed of the Company Provided nevertheless that four Directors at least shall concur in any such variation alteration or repeal.

54.

Power to Board of
Directors to appoint
— Committee —

That the Board of Directors shall have power to constitute and appoint from time to time one or more of the Directors for the time being to be a special Committee for the purpose of inquiring determining and acting in and about such matters and things as shall be specifically committed to him or them and all and every the powers hereby

Copy of the Deed of Settlement of the
Pennsylvania and Standard
Banking Company.

Copy of Deed.

vested in the Board of Directors (save and except the power of making calls for money upon the proprietors) may be by the Board reserved, in or delegated to any Committee to be appointed as aforesaid and all acts and resolutions done and made by such Committee in or towards fulfilment of the purposes of their appointment but not otherwise shall have the like force and effect as if done and made by a Board of Directors and the appointment of every such Committee shall be revocable (either wholly or partially) at pleasure by any Board of Directors and as respects either the persons constituting the same or the objects or purposes of their appointment and every such Committee shall be in all respects under the control and subject to the directions of the Board of Directors and the meetings and other proceedings of every such Committee shall be governed by the provisions in this deed contained for the regulation of the meetings and proceedings of the Board so far as the same provisions may be applicable to Committees constituted as aforesaid and so far as the same may not be superseded by the express terms of the appointment of any such Committee.

That the Board of Directors shall have

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Birmingham and Midland
Banking Company.

Power is given by the Board to hire to rent or purchase or take up upon lease or otherwise such house or houses or other premises as they may think requisite or desirable for carrying on the business and concerns of the Company upon such terms and stipulations and generally in such manner as the Board may deem advisable and shall and may (out of the funds of the Company) fit up furnish and adapt the same for the purposes of the Company and the Board of Directors shall have power from time to time and at all times afterwards to make sale exchange let demise or otherwise dispose of such house houses or premises for the benefit of the Company either together or in parcels and either by auction or private contract or partly in each mode and for such prices and generally upon such conditions as the Board shall think advisable and to purchase erect or take and fit up and furnish such other house or houses and premises as the Board shall from time to time think expedient. Provided that if it should hereafter be thought desirable to erect a building for carrying on the business of the Company the same shall not be authorized to be erected until the Board of Directors shall have obtained proper plans and specifications for the purpose and all houses built and

Copy of the Deed of Settlement of the
Swindon and Oldland
Tramway Company.

London, 20th August 1861.

other premises etc to be purchased as aforesaid shall for all the purposes of these presents be deemed personal estate and as part of the capital of the Company and shall be from time to time included in the valuation of the effects of the Company and shall be vested in trustees to be for that purpose appointed on behalf of the Company upon such trusts as will effectively secure the object and intention of this deed in relation thereto And the Board of Directors are empowered to insure the buildings furniture and effects of the Company against loss or damage by fire in such amount and with such officer as the Board shall think fit.

56

*Manager to be
appointed by Board of
Directors*

That the Board of Directors shall have full power and authority without the interference or control of the Proprietors to nominate the Banker or Bankers Broker or Brokers and also the Manager Teller or Accountant Auditor and all such other agents Officers Clerks and Servants as the said Board may consider necessary for carrying on and managing the business affairs and concerns of the Company, and in like manner from time to time to remove and displace all or any such Banker or Bankers Broker or Brokers Manager Teller or Accountant Auditor Agents Officers Clerks

Copy of the Deed of Settlement of the Birmingham

and Midland Bank Company.

Dated

the 21st of August 1850.

Directors to take
--- Security ---

reinstate them or any of them or nominate
other person or persons to the same offices
and stations respectively as occasion shall
require And also shall on behalf and out
of the funds of the Company allow and pay
to every such person such reasonable salary
charges commissiions or remunerations as the
said Board shall from time to time
deem proper or necessary Provided that
the said Board shall take such amount
and species of security for the due performance
of the offices and trusts to be from time to
time required in the Manager Teller Accountant
Auditor Agent Officers and Clerks as such
Board may think proper and Sir James
Esdale and Company are declared
the first and present London Bankers of
the Company and the said Charles Beach
is declared the first and present Manager
of the Company Provided further that
no Accountant Clerk or Servant to be
engaged or employed by the said Directors
(except the Manager) shall on any account
or pretence whatsoever be permitted to be
or become a Shareholder or Shareholders
in this Company.

57. That the Manager shall not be removed from
Directors to concurred his office without the concurrence of six of the
in the removal of the Directors for the time being at a special meeting
a Manager of the Board to be convened for that express purpose.

Copy of the Deed of Settlement of the
BIRMINGHAM AND MIDLAND BANK COMPANY.
COMMITTEE OF RECONSTRUCTION.

(Continuation of Sheet I.)

58

The Board to appoint
Public Officers -

That it shall be imperative on the Board
of Directors from time to time without
any delay or interval to appoint two at
least of the Proprietors of the Company to be
the Public Officers thereof for the purpose
of the Company being sued
in the name or names of such Public Officers
or either of them and for otherwise conforming
to the provisions of the Act of the 7th year
of the reign of his late Majesty King George
the Fourth, intituled "An Act for the better
regulating partnerships of certain Bankers
in England and for amending so much of
an Act of the 39th and 40th years of the
reign of his late Majesty King George the
Third, intituled "An Act for establishing
an agreement with the Governor and
Company of the Bank of England for
advancing the sum of Three millions towards
the supply for the service of the year one
thousand eight hundred as relates to the same".

59

Power to Board
to make advances

That the Board of Directors may give
credit or make advances to any person or
persons or several persons being partners
to such amount at such rate of interest and
upon such terms and conditions as the
Board of Directors may think fit Provided
that no such credit or advance be given or
advanced for a permanent or for a longer
period than six calendar months unless the

Copy of the Deed of Settlement of the
Fleeting Lane and Middle
Wardings Company.

repayment thereof be secured on such freehold leasehold or copyhold hereditaments, government stocks or funds as the Board of Directors shall think sufficient or by such collateral personal security as shall be satisfactory to the Board of Directors and if the Directors present at any Board shall object to such credit or advance being given or made or shall require that any credit or advance, then already allowed, shall be recalled or reduced, then such advance shall not be made or if made shall be immediately recalled or reduced unless such security be given to the Board of Directors as shall be satisfactory to them and on every question of credit or advance or for the reduction thereof the Board of Directors shall vote by ballot.

60

Directors not to vote
in advances when
interested —

That no Director shall be allowed to vote in the matter of any advance or credit wherein he shall be interested either solely or in partnership with any other person or wherein any person standing towards such Director in the relation of wife father mother uncle aunt brother sister son daughter grandfather grandmother grandson grand-daughter nephew or niece or father-in-law brother-in-law son-in-law sister-in-law nephew-in-law or niece-in-law may be interested.

61 That such person or persons as the Board
Power to Directors of Directors shall by any resolution or
^{to appoint persons}
^{to sign bills &c.} minute to be entered in their book of
proceedings authorised in that behalf shall
exclusively have power to sign draw endorse
and accept all bills of exchange promissory
notes and other negotiable securities in the
name or on the account of the Company
and no bill note or negotiable security
signed drawn endorsed or accepted in
any other manner than by the person or
persons authorised for that purpose shall
be binding on the Company, and each of
the proprietors hereby expressly renounces
and disclaims all right and title to sign
draw accept or endorse any bill note or
negotiable security in the name of the
Company or to contract any engagement so as
to charge or bind the Company unless he
shall expressly be authorised to do so by any
of the provisions of this deed.

62 That the Board of Directors for the time
being shall have full power to commence
institute and prosecute and to defend in the
name of any of the Public Officers for the
time being of this Company nominated as
aforesaid as the nominal plaintiff petitioner
or prosecutor or defendant for and on behalf
of this Company any actions and suits and
other proceedings to prevent any fraud or conspiracy

Copy of the Deed of Settlement of the

BIRMINGHAM AND STAFFORD
WORKING COMPANY

1870. 10. 15. No. 1.

of Bankruptcy against any person or persons, whomsoever (whether a Proprietor of this Company or not) for recovering any debt to or enforcing any claims or demands due to the Company or for the breach of any of the clauses or covenants contained in these presents or for any other matter relating to the concerns of the Company and also any indictments informations and prosecutions on behalf of the Company for stealing or embezzlement of any money effects or property of the Company or for any fraud forgery crime or offence committed against or with intention to injure or defraud the said Company - and to discontinue abandon release or become non-suit in any such suit or proceeding as the Board shall think fit And the Directors and every Public Officer of this Company - shall be indemnified for all costs charges damages and expenses occasioned by any such suit or proceeding out of the funds of this Company, and no Public Officer or Proprietor being defendant who shall refuse or neglect to confide his defence to the management of the said Board shall be entitled to the benefit of such indemnity.

63

Notes of account
to be kept

That the Board of Directors shall cause to be provided and kept at the Banking house of the Company in Birmingham and at the Banking house of each branch established

Copy of the Deed of Settlement of the
Birmingham and Midland
Banking Company.

(Continuation of Sheet L.)

all necessary and proper books of account wherein shall be entered in a fair regular and explicit method an account of all receipts payments transactions and dealings that shall from time to time be made by or on behalf of the Company and of all profits gains or losses arising therefrom and also an account of all dealings and investments that shall be made with or of the stock funds and capital of the Company or any part thereof and the manner in which the same shall have been from time to time paid and applied And the Board of Directors shall twice in every year during the continuance of the Company (that is to say) on the thirteenth day of June and the thirty first day of December in each year and often as thought necessary and in such manner as the Board of Directors shall deem correct and equitable take state and make up a fair accurate and just statement and account of the stock funds and capital of the Company upon each of those days and upon such other days as they may think proper whenever the accounts shall be made up often than twice in any one year and of the profits and gains which may have been made and the losses which may have been sustained during the preceding half or shorter portion of the

Copy of the Deed of Settlement of the
Birmingham and Scotland
Banking Company.

Continuation of Seal to

year and in each such stock-taking and account reference shall be had to the then funded and all other property of the Company which shall be estimated not at the cost but at the then selling price thereof so that the real state of the affairs of the Company may in such statement plainly appear And every such half yearly or other statement shall be entered in the books of the Company and be examined and agreed by three or more of the Directors and a summary or balance sheet thereof shall be made for the inspection of the Proprietors at their next annual general meeting and the period from the opening of the bank to the thirty first day of December next shall be considered as the half year ending on that day And it is hereby expressly declared that no Proprietor (not being a Director or Officer of the Company) nor the executors or administrators legatees assignees or creditors of any Proprietor nor any other person or persons claiming or to claim by through under or in trust for any Proprietor shall be entitled to inspect any of the books accounts documents or writings of the Company except only such as may be produced for that purpose at any general meeting of the Proprietors and except these presents and any supplementary documents to be produced in pursuance hereof.

Copy of the Deed of Settlement of the
BIRMINGHAM AND MIDLAND
IRONWORKS COMPANY.

Exhibit A

64. That in all cases in which inf^r Power to Directors pursuant of the provisions contained in remit forfeitures of these presents any shares shall become liable to be or be actually forfeited to the Company it shall be lawful for, but in no case imperative on the Board of Directors by the imposition of a fine or upon satisfaction and compensation made by the owner of such shares to remit such forfeiture and to restore such owner to his full rights and qualifications in respect of the same shares in like manner in all respects as if such forfeiture or liability to forfeiture had not been incurred. Provided that no remission of such forfeiture shall be made after such forfeited shares shall have been sold or disposed of in manner expressed in the provision next hereinafter contained nor after twelve calendar months from the declaration of forfeiture nor so as to prejudice or disturb any dividend which may have been declared.
65. That it shall be lawful for the Board of Directors to purchase any shares by or out of the funds of the Company for the benefit thereof and whenever any shares shall become vested in the Board of Directors by purchase or by means of any forfeiture incurred pursuant to the provisions in these presents or any of them any share or

Copy of the Deed of Settlement, 1876.

Kirkebyham and Holderness
Banking Company

C. 1876. No. 1000.

the capital of the Company shall become vested in the Directors for the time being on behalf of the same it shall be lawful for the Board to sell and dispose of such share or shares rather than retain the same to persons capable of promoting the interests of the Company or otherwise at such times and from time to time sell and dispose of the same either by auction or private contract or in such other manner as such Board shall think most beneficial for the general interest of the Company and the purchaser of each such share shall for all the purposes of these presents and of the covenants regulations and agreements to be entered into in conformity with these presents in respect of each such share respectively be considered as the Proprietor of that share or those shares as if in respect of such share or shares he were the transferee of the previous owner thereof and shall be entitled to a proper transfer and certificate hereof from the Board of Directors but it shall not be in anywise necessary for the previous owner or owners of any such share or shares to join in any transfer or assignment thereof.

66.

Board of Directors
may deduct and may
set aside.

That as to such of the funds of the Company as shall not be employed or disposed of necessary to be employed in the ordinary

67
With the Deed of Settlement of the
Birmingham and Midland
Banking Company.

business thereof, the Board of Directors shall
and may lay out and invest the same or
any part thereof, either in the names of the
Trustees for the time being of the company
or of such other persons as the Board may
appoint in or upon some or one of the
parliamentary stocks or public funds of
Great-Britain or in Navy or Exchequer
bills or India bonds or Bank or East India
stock, or on freehold leasehold or copyhold
securities in England or Wales or in the
purchase of any annuities for lives or of any
other description. And the Board of Directors
shall have power from time to time to call
in, sell, dispose of or convert into money any
such stocks funds or other securities or to
vary change transpose or transfer the
same into any others of a like character
with power again to invest the same from
time to time as often as the Board may
think expedient.

67
Power to reward
for compound debts
and refer to arbitration
if so

That it shall be lawful for the Board
of Directors in their discretion to refer
and submit to arbitration any matter in
dispute question or difference between the
Company and any person or persons whomsoever
or any member of the Company and to
compound for any debt or debts owing to
the Company and to accept or take as
security for the whole or part or give

For the betterance and protection
of the said Company.

London, 1862.

for the payment and to consent to and execute any deed of composition or assignment made by any debtor to this Company whether a Proprietor or not for the benefit of his creditors and to refrain from suing for any debt or debts which may seem to the Directors bad or desperate and to authorize any Public Officer or Clerk for the time being of this Company to prove any debt due to the Company from any bankrupt or insolvent whether a Proprietor or not and to act in the matter of such bankruptcy or insolvency or as assigned therein and to receive any dividend thereon and to sign the certificate release or other discharge of any bankrupt, insolvent or other person indebted to the said Company or any deed of composition.

68 That if at any time the Board of Directors shall find that they cannot employ to advantage the whole of the capital raised and paid up they shall have power to return any part of such capital to the proprietors in proportion to the shares held by them respectively and on giving such notice as hereinbefore required for payment of an original instalment they shall have power to recall the whole or any part of the capital which shall so have been returned at such time and subject to such

Case at the Board of Settlement of the
Birmingham and Midland
Banking Company.

(Continuation of Sheet 1.)

indebted to or under any liability or engagement
to or unto the Company and all persons
claiming by from through under or in trust
for such proprietor or proprietors in the nature
of a final stated and settled account of all
the capital stock gains profits losses liabilities
transactions and dealings of the Company
and of the interest shared and proportion of
each individual proprietor of and in the
same respectively and every such balance
sheet or summary shall (as between and)
amongst all such parties as aforesaid be
and be deemed and be conclusive evidence
of a final and settled account as aforesaid
up to the day on which the same shall be
exhibited to such annual general meeting
and thenceforward up to and until the
next annual general meeting so as to
preclude every such proprietor and all
persons claiming by from through under or
in trust for him from requiring any further
or other account of such capital stock gains
profits losses liabilities transactions or dealings
or from alleging any further or other share
interest or liability therein or thereto and
from pleading or setting up a right to any
such further accounts share or interest or
any such further liability on the part of such
proprietor or persons claiming by from
through under or in trust for him and
his knowledge and assent.

Copy of the Deed of Settlement of the
Birmingham and Midland
Banking Company.

to any debt claim or demands which shall or may be from time to time or at any time sought to be recovered (whether made or prosecuted) by or on behalf of the Company at large from against or upon such individual proprietor or persons claiming as aforesaid or upon from or against his heirs or any of their estates or effects or of or by any action suit fiat in Bankruptcy or other proceeding which may be from time to time commenced or instituted or sued out or sought to be obtained for enforcing the same respectively any rule doctrine or practice of law or equity to the contrary notwithstanding.

97
*Indemnity to
Directors, &c. when
acting regularly.*

that the Directors Manager Trustees Public ^{and} other Officers for the time being of the Company shall be indemnified and saved harmless out of the funds or property of the Company from and against all costs charges losses damages and expenses which they respectively shall or may pay sustain or incur in or about the execution of their respective trusts or offices or in or about any action suit or proceedings either at law or in equity relating to the acts or property of the Company which the Board of Directors for the time being may deem proper to use prosecute or defend except such costs damages or expenses as shall happen by or through the wilful

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Birmingham and Midland
Banking Company.

(Continuation of Sheet L.)

neglect or default of such Directors & Managers Trustees and other Officers respectively and none of them shall be answerable for any act or default of any others or other of them nor for joining in receipts for the sake of conformity nor for any bankers brokers or other persons with whom any moneys or effects belonging to the Company shall be lodged or deposited for safe custody or otherwise nor for the insufficiency or deficiency of any security upon which any money of or belonging to the Company shall be placed out or invested nor for any loss misfortunes or damages which may happen in the execution of their respective trusts or offices or in relation thereto respectively except the same shall happen by or through their own wilful default respectively

98 That if at any time during the continuance of the Company or at or after the dissolution or determination or expiration thereof any question doubt cause of action or suit dispute or difference shall happen or arise between all or any of the persons to these presents or the parties or between all or any of the Proprietors for the time being or then being late Proprietors of the Company or their heirs executors administrators or assigns except those persons

(Disputes between
shareholders to be
referred to arbitration)

COPY OF THE
DEED OF SETTLEMENT OF THE
BRUNSWICK AND MIDLAND
BANKING COMPANY.

London, August 1st, 1870.

or concerning any matter cause or thing relating to or respecting the Company or in which the Company may be in any manner interested or touching or concerning the breach or construction of any covenant clause matter or thing herein or in any such supplemental deed as aforesaid contained or touching the construction of any addition to or variation of these presents or any supplementary deed although such additions or variations shall not have been embodied in a supplemental deed or between all or any of the Directors of the Company as such Directors or all or any of the Proprietors as Proprietors or between any Proprietor or Proprietors Director or Directors as Proprietors or Directors and any individual or individuals by reason of any acts done omitted or committed permitted or suffered by him or them respectively then and in every such case and as often as the same shall happen every such question, doubt cause of action or suit dispute or difference shall on the request of any or either of the parties thereto or the heirs, executors or administrators of any or either of them be reduced into writing and referred to three indifferent persons one of them to be chosen by the person or persons taking one side of the matter in difference and another of them by the person or persons taking the other side of

Copy of the Deed of Settlement of the
Birmingham and Midland
Banking Company.

CONTINUATION SHEET I

the matter in difference within twenty-one days after such request and a third to be chosen by the said two first chosen arbitrators within fourteen days after they shall be chosen. And in case the person or persons taking either side of the matter in difference shall neglect omit or refuse to choose an arbitrator on his or their part within the time aforesaid then the arbitrator to be so chosen on the part of the person or persons taking the other side of the matter in difference shall choose another person to be joined with him in such arbitration and such two persons shall nominate a third person to be joined with them in such reference and the award or determination of the said three persons so to be chosen as aforesaid or of any two of them concerning the matter or matters so referred to them shall be binding and conclusive on the parties and their respective heirs executors and administrators and shall be performed and kept by them accordingly without any further suit or trouble so as such award or determination be made in writing under the hands of such three persons acting as arbitrators or two of them within three calendar months next after the said three persons shall be elected as aforesaid And for further and better enforcing the performance of every such award the sum award and the submission hereby made and the arbitration which may

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Banking Company.

London, 1st of Sept. 1852.

be made or entered into (if any) by any other instrument shall from time to time be made a rule of the Court of King's Bench or of the High Court of Chancery according to the statute in that case made and provided.

99
Dissolution of Company
on loss of one fourth
of paid up capital.

That if ever the losses of the Company shall have absorbed not only the whole of the fund called the "Guaranteed Fund" but also one fourth part of the then paid up capital of the Company the Board of Directors for the time being shall within twenty-one days or so soon after such losses being incurred as the said Board possibly can and they are hereby required to call a special general meeting of the Proprietors stating in the notice the object and purpose of such meeting and the Board shall lay a statement of the affairs of the Company before such meeting and it shall be lawful for any one or more of the Proprietors personally present at such meeting to require the dissolution of the Company and the same shall be accordingly dissolved forthwith and the affairs thereof wound up in manner hereinafter provided unless two thirds at least in number and value of the Proprietors qualified to vote as aforesaid then and there personally present shall be desirous of continuing and carrying on the Company which they shall be at liberty to do upon purchasing the shares of

Copy of the Deed of Settlement of the
Birmingham and Midland
Banking Company.

Continuation of Sheet I.

the party or parties so desirous of withdrawing from the Company at their then estimated bona fide, value thereof (such value being determined by arbitration as aforesaid if any difference exist respecting the same) and also upon indemnifying such retiring proprietors from the debts and engagements of the Company and releasing them from the covenants clauses and agreements contained in these presents or in any subsisting deed or deeds of settlement of the Company. Provided that nothing herein contained shall extend or be construed to extend to release such retiring proprietor or proprietors from bearing and paying his her or their respective proportion of the losses of the Company up to the day of such special general meeting.

100 —
revision for general dissolution of company

That if such loss as last aforesaid shall not be incurred an absolute and entire dissolution of the Company and determination of this copartnership may lawfully take place on the terms hereinafter expressed and on no other terms (that is to say) by and with the consent and approbation of three or more of the Directors for the time being to be testified by some writing signed by them and by and with the consent and approbation of two thirds parts at least in number and in value of the votes of the

Copy of the Deed of Settlement of the
Birmingham and Midland
Banking Company.

Common Seal

Proprietors present in person and voting at each of two successive, special general meetings of the proprietors, each such meeting to be convened for that purpose exclusively by the Board of Directors, by giving at least one calendar month's notice in writing to each proprietor every such notice to specify, the specific object and purpose of the meeting.

101

Provisions for winding up affairs or dissolution

That whenever in pursuance of any of the provisions of this deed, the Company shall be dissolved, proper measures for effectuating such dissolution shall be taken by a committee to be composed of three of the Directors for the time being of the Company and by an equal number of persons to be chosen by the majority of votes of the proprietors present in person and voting at the meeting at which such dissolution shall be finally resolved upon and after such resolution the affairs and concerns of the Company shall with all convenient speed be wound up and settled. And for giving full effect to such winding up and settlement but for no other purpose the Company and the powers of the Directors and the election of new Directors to supply vacancies shall be held to be subsisting and continuing and the debts and liabilities of and claims on the Company shall with all practicable expedition be satisfied discharged or otherwise sufficiently provided for and see-

COPY OF THE DEED OF SETTLEMENT OF THE
TRANSPORTATION AND TELEGRAPH
Banking Company.

RECORDED NO. 112.

The effects securities or assets guaranteed
and other funds and interest and benefit of
existing engagements shall be converted into
money and for that purpose all outstanding
debts owing to and the benefit of engagements
belonging to the Company may be sold for
money either by private contract or public
auction or partly in each mode and the
balance (if any) of the assets and property of
the Company shall be divided amongst the
persons who shall be the respective proprietors
at the period of dissolution and their respective
executors and administrators ratably and
in proportion to the amount of their respective
shares at that time and any of the proprietors
(not being a Director or manager and not
being a member of the Committee to be appointed
as last aforesaid) may become purchasers of
any of the assets of the Company which shall
be sold and the amount of unclaimed shares
of capital shall be invested by the Directors
in manner hereinbefore authorised in respect
to the investment of the capital of Company
and the moneys so invested and the accretions
thereof and the securities for the same shall
be from time to time paid or transferred by
the Directors to the person or persons who
shall claim and show title thereto and all
disputes concerning the title thereto shall be
referred to arbitration in manner appointed
by the several arbitrators whose names are inserted.

COMPAGNIE
BRITANNIQUE
ET IRLANDAISE
DES BANKERS

Copy of the Deed of Settlement of the
British and Ireland
Bankers' Company.

Continuation No. 1.

contained but if no such clause or none
such which shall be decided in favor of the
claimant shall be made to all or any part
of such investments for the period of six years
to be computed from the day of the dissolution
of the Company then no such claim shall
afterwards be admitted but the money and
investments to which no such claim shall
then have been made shall be applied
as part of the capital of the Company to the
then ascertainable Proprietors their respective
executors or administrators and the effluxion
of the said period of six years shall absolutely
bar and be conclusive against and upon all
persons whatsoever claiming against the
same whether under any legal disability or
incapacity or not And the Proprietors present
at any special meeting to be convened for the
purpose may by a majority of votes declare the
accounts of the Company finally closed and
the assets of the Company fully administered
or with such exceptions as they may think
fit to declare And the Directors Trustees
and all other parties to be released and
discharged with or without such exceptions
from all suits claims and demands under and
by virtue or in consequence of these presents
and they shall be released and discharged
according to such resolution and in the form
and under the modifications thereof and such
resolution shall bind and be conclusive

Copy of the Deed of Settlement of the
BIRMINGHAM AND MIDLAND
Banking Company.

1. 12. 1860. Section

upon the whole body as Proprietors and all persons claiming or to claim by from through under or in trust for them or any of them.

102 That in all actions at law, suits in equity, references to arbitration, disputes, and proceedings between the Company or any Public Officer on behalf of the Company and any Proprietor or other person claiming through or under a Proprietor, the evidence of any Proprietor shall be admitted and received for or against the Company or for or against the Public Officer notwithstanding the Proprietor whose evidence may be tendered may be in any manner interested in any such action suit referred dispute or proceeding and no objection shall be taken by or on behalf of the Company or of any Public Officer or of any Proprietor or other person claiming through or under a Proprietor to such evidence and if any such objection be made or taken the same shall not be allowed.

103 That in every case in which any notice is by these presents authorized or directed to be given or sent, to the Proprietors or to any Proprietor of the Company whether to attend any meeting of Proprietors or otherwise or for any other purpose whatsoever or any meeting of Proprietors is directed or authorized to be convened the same shall suffice otherwise

Copy of the Deed of Settlement of the
Birmingham and Midland
Banking Company.

Continued Part I.

expressed to be given sent or convened by a written or printed letter or circular signed by such officer for the time being of the Company as the Board of Directors shall appoint in that behalf and every such letter or circular shall be directed to the person or persons to whom the same is to be given or sent at his place of abode as stated in the Proprietors' register and shall be forwarded through the Birmingham Post Office and every such letter or circular so directed and sent shall be good and sufficient notice and shall be fully effective for all purposes for which such notice is required to be given or sent although the same shall not after being committed to the Post Office as aforesaid reach its place of destination and such notice shall to all intents and purposes be considered to have been given to the party to whom the same shall be directed on the day on which the same shall be committed to the Post Office.

101

Construction of -
language of said.

That whenever in these presents or in any of the provisions thereof words are used importing the singular number only or the plural number only or with reference to persons importing males only, yet these presents and the provisions thereof shall be held and construed to include several persons as well as one person and the雌雄的and females as well as males and bodies corporate

Copy of a Deed of Settlement of the
Financial and Industrial
Banking Company.

- 8/6 — That all orders, resolutions and proceedings of every general meeting of the Company whether annual, special or adjourned shall be entered and dated in a book to be kept for that purpose and when so entered shall be signed by the Chairman of the meeting and the same shall when so entered and signed be receivable and received as between and amongst the proprietors as conclusive evidence of all such orders, resolutions and proceedings and that the person signing the same as Chairman was duly elected as such.
- 8/5 — That it shall be competent for any general meeting of the Company whether annual or special, duly convened and held in manner by this deed provided, to increase the capital of the Company, and to raise such increased capital by creating an additional number of shares of ten pounds each and to cause the same shares to be sold at such prices as the Directors for the time being can obtain for the same and such shares when sold shall be subject to all the provisions of this deed of settlement and shall entitle the holders to the same benefits, rights and privileges in respect therof as if the same had been originally subscribed for in the foundation of this Company. It shall also be competent for any such general meeting of the Company whether annual or special to increase the number of Directors

Power for general meetings to increase capital, remove Directors, &c.

Settlement of the

Company and attested

by the Company.

London, 1861.

of the Company and afterwards to diminish
the same again to the present or any
intermediate number - to repeal all or any of
the bye-laws and provisional regulations
which shall subsequently to the date of these
presente have been made by the Directors for
the time being affecting the property or concerns
of the Company or to adopt and confirm all
or any of such bye-laws and provisional
regulations and which shall for that purpose
be submitted to every general meeting and
to make any new laws orders regulations
or provisions for better managing the Company
and the business affairs and concerns thereof
and to amend or to alter, repeal or make
void any of the existing laws regulations and
provisions thereof and to cause all or any
of the bye-laws and provisional regulations
which may be so adopted and confirmed
and all or any of such new laws orders regulations
and provisions and all or any of such
resolutions for the repeal or avoidance of
existing laws or provisions to be embodied
into any supplementary deed of settlement to
be made for the conduct or government of the
Company and the same whether embodied into
such supplementary deed of settlement or not
shall be as binding and effectual to all intents
as if the same were inserted and contained
in these presents and generally to determine
upon any question or measure, either or then

Copy of the Deed of Settlement of the
Birmingham and Midland
Banking Company.

Continuation of No. 1.

relative to the affairs of the Company which shall arise in the course of the conduct and management thereof and which shall be brought before such meeting Provided nevertheless that no act order or resolution shall be done or passed at any general meeting whether annual or special which shall release or exonerate all or any of the proprietors for the time being from their respective liabilities to pay and satisfy the entire sum of One pound in respect of every share or from their covenants in that behalf contained in this deed or to be contained in any supplementary deed as aforesaid or which shall affect or infringe upon the equitable or proportionate division of the profits and liability to the losses of the Company among and amongst the proprietors on which effect or after the provision hereinbefore contained for the dissolution of the Company in case of eventual loss of capital Provided also that no resolution which shall have for its object the increase of the capital of the Company or the abrogation enlargement or alteration of any of the clauses powers or provisions in this deed contained or the making or executing of any supplementary or other deed of settlement shall be valid unless the same resolution after having been passed at a general meeting either annual or special shall be confirmed by a special general meeting to be convened

COPY OF THE DEED OF SETTLEMENT OF THE
BIRMINGHAM AND MELLOR
TRAMMING COMPANY.

DEED OF SETTLEMENT

by the Directors expressly for that purpose
in the mode in this deed prescribed with
respect to special general meetings and to be
held within three calendar months after the
meeting at which such resolution shall have
been originally made.

— 86 —
Auditors may be
appointed by a general
meeting

That any annual general meeting of
Proprietors may appoint two Proprietors -
(being respectively qualified to be directors) as
Auditors to examine and report on the
state of the affairs of the Company and it shall
also be competent for the Proprietors at such
meeting to direct the production to such
auditors of all books, vouchers writings and
documents concerning the same and to
enable them to call in the aid of the manager
and accountant or any other of the officers,
Clerks or servants of the Company and the
annual general meeting by which such
auditors shall have been appointed, may be
adjourned to some future day to receive the
report of the auditors on the matters committed
to them and the auditors shall make their
report to such adjourned meeting if the accounts
submitted be objected to but not otherwise and
every such auditor shall previously to entering
upon the investigation of the matters committed
to him subscribe a declaration in writing
pledging himself to secrecy in respect to the accounts
of individuals with the bank and the state thereof.

Copy of the Deed of Settlement of the
Birmingham and Middlesex
Banking Company.

1850 - 1851 - 1852

87 That the proprietors at any annual general meeting shall fix the remuneration (if any) to be paid to the Board of Directors for the time being.

88 That at every annual general meeting, the Board of Directors shall exhibit a summary of the preceding yearly or other balanced sheet which shall not have been exhibited at any preceding annual meeting. Together also with such further statement or report of the affairs of the company as the Directors may deem expedient or proper for the interests of the company to be made public. And every such report shall be binding and conclusive on all the proprietors their respective executors administrators and assigns unless some error shall be discovered therein before the next subsequent report shall have been produced and in that case such particular error and that only shall be rectified.

89 That at every annual general meeting the net profits which shall appear to have been made by the company during the preceding year after deducting therefrom the sum (if any) to be set apart by the Board of Directors for the purposes of the guaranteed fund herein after provided for shall be divided amongst the proprietors in proportion to their respective shares and the yearly dividend of profits be declared.

Copy of the Deed of Settlement of the
Birmingham and Midland
Banking Company.

London, 1st of Sept. 1857.

90
Guaranteed Fund.

That such proportion of the net profits
which shall appear to have been made by
the Company during any year at the Board of
Directors may think under the circumstances
advisable shall be retained by the Board of
Directors in order to form a fund to be called
"The Guaranteed Fund" and the guaranteed fund
shall be accumulated at compound interest
at the rate of three per centum per annum
and shall be applicable and be applied by the
Board of Directors for the sole purpose of
meeting any extraordinary demands to which
the Company may be liable Provided always
that when and so often as such fund with
the accumulations thereon shall amount to
the sum of Thirty thousand pounds the excess
beyond such amount shall be then divided
amongst the then proprietors in proportion to
their respective shares by way of bonus.
Provided also that in any year in which
a dividend of five per cent on the paid up
capital shall not be declared no part of
the net profits of that year shall be retained
for the purposes of the guaranteed fund
Provided also that the dividend and bonus
on shares shall be considered as due on the
day on which the same shall be declared
to be payable and not before.

91
That the Board of Directors shall at such
other times or times as they shall for that purpose

Copy of the Deed of Settlement of the
BIRMINGHAM AND WILLOUGHBY
Banking Company.

BIRMINGHAM Sept 1st

fix and appoint after a dividend, shall have been declared or a bonus decided upon as aforesaid pay or cause to be paid at the office of the Company at Birmingham to each Proprietor his proportion of such dividend or bonus and shall give to each Proprietor his executors or administrators ten days' notice of the day fixed for payment thereof. Provided always that the party entitled to receive any dividend or bonus shall bear the (entire) expense of receiving the same.

92
~~Unclaimed dividends~~ That so much of every dividend or bonus as the Board of Directors shall not be called upon to pay for the period of six calendar months after the same respectively shall have become payable shall be paid to an account to be called "The Unclaimed Dividend Fund" and shall from time to time be invested by the Board of Directors in such manner as they shall think proper and no Proprietor whose dividend or bonus shall be paid to the unclaimed dividend fund as aforesaid shall be entitled to receive any interest in respect of the same but shall receive only the amount of his declared dividend or bonus and all the interest and profits to accrue from the unclaimed dividend fund and also so much of the principal of the same fund as shall remain unclaimed for the space of six years shall from time to time be transferred to

180

The Company and its
Agents and Servants
are not bound by
any of the terms of this Deed.

London, the 20th day of June, 1883.

In witness whereof,

and form part of the guaranteed funds.

Gift
~~The Company not
to be affected by trusts.~~

That the person in whose name any shares shall stand in the books of the Company shall to all intents and purposes whatsoever within the meaning of these presents be deemed at law and in equity the absolute sole and beneficial holder and owner of such shares and shall as such be the only person known to or recognized by the Company in all votes transfers notices payments receipts and other matters relating to the same shares and that the Company shall in no case be bound to notice or be affected with notice express or implied of any trust or equitable charge imposed on any shares nor with any gift thereof by way of legacy until the legatee shall have become a Proprietor as provided for by this deed.

Gift
~~Trusts, rights to
discharge Company~~

That in all cases when any shares shall be bequeathed to or otherwise become vested in any person or persons in trust for or subject to any equitable claim of any other person or persons the receipt of the person or persons in whom any such shares shall be vested at law or his or their executors or administrators shall notwithstanding any such equitable claim whatsoever be a good and effectual discharge for the money which may become payable from the Company for or in respect of such

ESTATE OF THE EAST INDIA COMPANY

Copy of the Act of Settlement of the
Corporation of Directors and shareholders
Banking Company

Enacted by the East India Company

shares and shall fully discharge the Company from the obligation of seeing to its application or being answerable for its misapplication or non-application.

Q5 That the Directors for the time being shall on behalf of the Company have a lien on all shares stock profits bonuses and dividends of every Proprietor in the Company for or in respect of all debts liabilities and engagements due or owing to or subsisting with the Company by or on the part of such Proprietor either in respect of cash advances or any balance of balances or running bill; or notes or on any account generally and whether such debts liabilities or engagements shall be those of such Proprietor individually or jointly or as sevity for or in partnership with any other person or persons and such lien shall at all times and in all cases be the first and paramount lien on the shares stock profits bonuses and dividends of every such Proprietor and the Board of Directors may and are hereby fully empowered to cancel extinguish and declare forfeited or to sell transfer and dispose of for the general benefit of the Company the shares of every or any such Proprietor either wholly or in part or otherwise to deal with the same as the Board may seem to require without any further authority of consent or concurrence whatsoever from or on

P. 10. 2. 1852.

(Copy of the First of Settlement of the
Tilmining, Linn and Catherlough
Banking Company.

the part of any such Proprietor in order to obtain satisfaction or payment of all or any part of such debts, liabilities or engagements and for that purpose the said shares dividends, interests and profits are hereby affixed and conveyed to the Directors accordingly, it being meant and intended that the same shall be available to the Company in as full ample and beneficial a manner as can by the rules of law or equity be admitted. Provided that if and when any shares of any Proprietor, indebted or under any liabilities or engagements to or with the Company as aforesaid shall be cancelled, forfeited sold or disposed of by the Board of Directors under or by virtue of the power last aforesaid the Board of Directors shall and may credit such Proprietor in account at the option of the Board either with the amount of his shares so cancelled, forfeited, sold or disposed of or taken at par or at the price paid on the last preceding sale and transfer of shares in the Company or with the value thereof according to the market price of such shares at the time when any such forfeiture shall have been incurred such market price in case of disagreement to be ascertained by arbitration in manner prescribed by the general article of arbitration hereinafter contained. Provided nevertheless that notwithstanding anything hereinbefore contained all the right title and interest of

at the time of settlement of the
following and attached
Banking Company.

At the time of Settlement

every such Proprietor whose shares shall be so forfeited, cancelled, sold or disposed of as aforesaid as a member of or Proprietor in this Company shall absolutely cease and determine upon and from the day on which such shares shall be by the Board of Directors declared to be forfeited or ordered to be cancelled, sold or disposed of - Provided also that whenever the owner of any shares shall have transferred the same with the approbation of the Board of Directors under the provisions of this deed such shares shall thenceforth be wholly released and discharged from any claim to the Company in respect of the debts liabilities or engagements of the owner transferring the same.

That no Proprietor who shall or may either solely or jointly with or as trustee for any other person or persons whomsoever be indebted or under any liability or engagement to or with the Company upon any account whatsoever shall either for the purpose of restraining the operation and effect of the last preceding article or clause or of the powers therein contained or any of them or for any other purpose reason or pretext whatsoever have claim or demand or be entitled to any account of or have claim or be entitled to any set-off or allowance against or towards satisfaction or deduction of

1

Copy of the Deed of Settlement of the
Mining claim and addressed
Minerings Company.

1. MARCH 1858 A.D. 1858

any such debts, liabilities or engagements
to the Company as aforesaid for or in
respect of any share or proportion of any
capital stocks profits loss or liabilities belonging
to or made or incurred by the Company to whom
any such proprietor may be alleged or presumed
to be entitled or to be subject as a member of
or partner in the said Company other than
and except in respect of any dividends or
bonus upon his shares which may have been
actually declared or ordered to be paid in
conformity with the provisions in that respect
in this deed contained and which shall not
have been then already paid or placed to the
credit of such proprietor in account with
the Company, it being the object and intention
of this present article to provide and it is
hereby accordingly expressly provided and
declared that the balanced sheet or summary
of the accounts of the Company which shall
have been exhibited by the Directors (in
conformity with the 88th article of these presents)
at the annual general meeting at or
immediately previous to which any such
dividend or bonus shall have been declared
and ordered to be paid shall stand for and
be conclusively received and be as between
the Company at large and each and every
individual proprietor and any number of
individual proprietors who shall or may
be for the time being severally or jointly -

104
Tenancy by lease and subletting
by lessees

as well as individuals unless it be otherwise specially provided or there be something in the subject or context, repugnant to such construction.

105
Computation of
time —

That whenever under any of the provisions of this deed a certain number of days or other period is required to elapse in order to give effect to any provision of this deed, matter or thing or any period or number of days is fixed for any other purpose, whatever the first of such day or the first day of such period (as the case may be) shall be excluded from and the last of such days or last day of such period (as the case may be) shall be reckoned and included in the computation of the time or period required.

106
This deed may be
enrolled and deposited
in Directors may
— appoint —

That the Board of Directors for the time being shall cause these presents and every supplementary deed or deeds of settlement relating to the Company to be enrolled in the High Court of Chancery in England for the benefit and security of all the parties to the same and every deed or deeds shall afterwards be deposited in such place as the Board of Directors shall think fit and shall at any time or times on the request and at the charges of any proprietor or proprietors or any person claiming through or under any proprietor be produced on any time or trials hearing or hearings at law to

Copy of the Deed of Settlement of the
Furnivallian and Middleland
Travelling-Company.

equity or on any other reasonable occasions due notice in writing being first given to the Manager for the time being of the Company of the time and place when and where the production thereof will be required.

107

Charter or Act of
Parliament may
be applied for

That the Board of Directors if required by two successive special general meetings may apply for and solicit out of the funds of the Company a charter for the purpose of incorporating the Company hereby established or the proprietors thereof for the time being And also may apply for and solicit an act of Parliament for the purpose of giving full effect to and carrying into execution the provisions agreements and stipulations in these presents or in any supplemental deed contained and procuring such other privileges as may be requisite or necessary for the purpose or as may be deemed advantageous for the interest of the said Company.

Covenant by the
Proprietors of the
Company to observe
all the articles and
- clauses -

And each of them the said Thomas Bolton, Robert Webb, John Taylor, William Pitt, William Chapman, John Francis, and Serenius Ridout and the several persons parties hereto of the first and third parts severally separately and apart from the others of them doth hereby for himself and herself his and her heirs executors and administrators and as to and concerning only the acts done and done in

6. of the Book of Settlement of the
Transcraggan and Gliddan
Banking Company.

of himself or herself and his or her executors
and administrators, covenant declare and
agree hand with the said Thomas Pinches
and Charles Speach their executors and
administrators on behalf of the persons who
for the time being shall be entitled to the
Benefit of the provisions regulations and
agreements for the time being of this Association
and in the shares proportions and manner
in which they respectively shall be entitled
to the Benefit of the same provisions rules
regulations and agreements and each of
them the said Thomas Pinches and Charles
Speach severally and separately doth hereby
in like manner for himself his heirs executors
and administrators and as concerning only the
acts deeds and defaults of himself and his
respective heirs executors and administrators
covenant declare and agree so and with the
said Thomas Bolton, Robert Webb, John
Taylor, William Port, William Gammow,
John Francis, and Jeremiah Ridout their
executors administrators and assigns on behalf
of the persons who shall be so entitled as
aforesaid and in the shares and manner
aforesaid That he or she the covenantor
whilst the proprietor of any shares originally
or newly acquired in the capital of the said
Company and his or her heirs executors and
administrators shall and will in respect of
such shares (being and remaining part of

Copy of the Deed of Settlement of the
Hibernian and Highland
Banking Company.

the effects of the covenantor) observe performed fulfilled and kept all the covenants articles clauses and stipulations including additions alterations variations and modifications to be made in pursuance of the provisions in this deed contained which are or ought to be observed performed fulfilled and kept by him or her the covenantor or his or her heirs executors and administrators respectively in respect of or in relation to such shares so for the time being remaining part of his or her effects and according to the true intent and meaning of the same covenants articles & stipulations and agreements respectively And the covenantor will perform all duties of a Director Auditor or Trustee from time to time when and so often and so long as he shall be appointed and be a Director Auditor or Trustee of the said Company according to the directions stipulations and agreements contained in these presents And the damages and costs which may be recovered from time to time under this covenant shall be paid over to the Directors for the time being to be applied by them as part of the effects of the Company.

And whereas it may frequently be necessary to hanomit these presents to various places for execution by Proprietors or for other purposes and in order to provide

*Two parts of deed
to be executed by all
Proprietors*

Copy of the Deed of Settlement

to J. G. Beach and a Midland
Woolaving Company.

Sheet L.

against the consequences of the loss or
destruction of these presents it hath been
deemed expedient that two parts thereof
duplicates of each other should be prepared
and executed and inasmuch as many of
the persons who shall execute one part of
these presents may not execute the other
part it has also been thought expedient
in order to preserve entire conformity between
the two to empower some one as the
attorney of the party who shall have executed
only one part of this deed to sign seal and
deliver the other part in the name of the
party whose personal signature and execution
shall not appear in both parts.

Power of attorney
for proprietors
executing one part
only to nominate to
execute others part.

Now therefore this Indenture also
witnesseth that for effectuating the
purposes last aforesaid each and every of
the said parties hereto of the first and third
parts whose personal signature shall not
be subscribed to both parts of this deed
of settlement and who shall not having
executed both such parts doth hereby make
ordain constitute and appoint the said
Charles Beach who is intended to be the
first and present Manager of this Company
and also such other person as shall for the
time being be the acting Manager of the
Company the lawful Attorney of him or her
for proprietor or officer personal etc.

COPY OF THE DEED OF SETTLEMENT OF THE
BIRMINGHAM AND MIDLAND
TRAMMING COMPANY.

party to these presents of the first or third
parts shall have executed one part of this
deed and in the name and as the act and
deed of the same Proprietor or other person
to sign seal deliver and execute the duplicate
or counterpart of this present deed of
Settlement, he or she the constituent hereby
declaring that every duplicate or counterpart
of this deed so executed by his or her said
attorney as aforesaid shall be of the like
force and effect as if executed by him or
her the same constituent and hereby
agreeing to ratify and confirm all and
 whatsoever such attorney shall lawfully
do in the premises by virtue of this present
power.

And lastly it is declared and agreed by
and between the respective parties hereto
that notwithstanding the dates of the
subscriptions of the respective parties hereto
the contract shall be deemed to have
commenced on the sixteenth day of August
one thousand eight hundred and thirty six
and that all arrangements made and all
acts done by the Provisional Committee
or other person or persons who have projected
and organised the Company and conducted
and managed the affairs thereof since the
formation of the same shall be and the
same are hereby expressly ratified and

Copy of the Deed of Settlement of the
Birmingham and Midland
Banking Company.

confirmed and declared to be as valid and
binding upon the Directors as if the
same had been made and authorised or
executed by the Board of Directors under
the authority of the provisions in this deed
contained.

In witness whereof the said parties
have to these presents and also to a duplicate
hereof written upon forty three pages of
parchment and containing clauses numbered
consecutively from 1 to 10th set their hands
and seals the day and year first herein-
before written. —

Signature	Residence	Designation	No of Shares	Seal	Witness to the signing sealing and delivering these presents by the party whose name is written on the same line with that of the witness
Thomas Bolton	Birmingham	Merchant	100	SD	Henry Andrews
Heb'l Hobbs	Birmingham	Solicitor	150	SD	Henry Andrews
Jeremiah Redout	Birmingham	Gentleman	100	SD	Cecil Williams
Thomas Pinches	Birmingham	Gentleman	150	SD	Henry Andrews
William Lort	Wiston	Surgical Instrument Maker	150	SD	Henry Andrews
William Gammie	Wiston	Glass Maker	200	SD	Henry Andrews

Copy of the Book of Settlement of the
Baptist Church of Birmingham

Dated

1812

18

Signature	Residence	Designation	No. of Shares	Price per share	Persons to the sum bearing and delicting their present by the party whose name is written in the same line with that of the witness
John Strange	Birmingham	Mercant	100	£5	Henry Andrews
Charles Yeack	Birmingham	Gentleman	100	£5	Henry Andrews
Francis Finch	Great Barr	Coal Owner	200	£3	Henry Andrews
Thomas Clowes	Edgbaston	Merchant	75	£3	Henry Andrews
John Weaver	Wolverhampton	Chemist	150	£3	Henry Andrews
William Hills	Birmingham	Attorney at Law	150	£3	Henry Andrews
Thomas Atkins	Hunderton	Soap Maker	100	£3	Joseph Henry Moore
J. J. Henton	Birm ^m	Varnishall	50	£3	Joseph Henry Moore
Rev. Richard Hodgson	Birmingham	Solicitor	20	£3	Joseph Henry Moore
Thomas Clark Junr.	Edgbaston	Rothouse Builder	30	£3	Joseph Henry Moore
William Phillips	Birmingham	Butcher	40	£3	Joseph Henry Moore
John Allen Taylor	Birmingham	Master	25	£3	Joseph Henry Moore
William Bridge	Deritend	Boot-Maker	10	£3	Joseph Henry Moore
Edward Holmes	Handley	Gentleman	20	£3	Joseph Henry Moore
Robert Perry	osten	Merchant	20	£3	Joseph Henry Moore

Copy of the Deed of Settlement of the Birmingham
Complaint } and Attached Bonds
REGISTRATION }
Company.

F. J. G. & F. Mart L.

Signature	Residence	Designation	No ^t of shares	Seal	Witness to the signing making and delivering these presents by the party whose name is written on the same line with that of the witness
George Smith	Birmingham	Haberdasher	30	SD	Joseph Henry Moore
John Rubey	Birmingham	Umbrella Furniture Founder	30	SD	Henry Andrews
William Miles	Birmingham	Grocer	20	SD	Henry Andrews
Wm. Pearson	Boston	Coal Dealer	20	SD	Henry Andrews
John Swingley	Boston	Plaster	25	SD	Henry Andrews
Francis Clark	Edgbaston	Silversmith	80	SD	Henry Andrews
Frederick Wells	Birmingham	Solicitor	25	SD	Henry Andrews
William Phillips	Birmingham	Scalper	50	SD	Henry Andrews
Godfrey Hobday	Birmingham	Teacher of languages	20	SD	Henry Andrews
Samuel Buckley Jr.	Edgbaston	Merchant	75	SD	Henry Andrews
Joseph Rawlings	Dentend	Brush maker	10	SD	Henry Andrews
Bernard Bedwell Doctor	Birmingham	Druggist	25	SD	Henry Andrews
Frederick Phillips	Birmingham	Camp manufacturer	20	SD	Henry Andrews
William Shandley	Birmingham	House agent	20	SD	Henry Andrews
Charles Tongue	Boston	Japaner	20	SD	Henry Andrews

Copy of the Deed of Settlement of the
Prestwich & Bredbury Tram & Coal Company.

Dated
18

Signature	Residence	Designation	No. of shares	Witness to the signing and delivery these presents by the party whose name is written on the same line with that of the witness
Thomas Ellow	Gutteridge	Gentleman	20	John Henry Andrews
Henry Wright	Soho Staffordshire	Engineer	10	John Henry Andrews
John Phillips Hodgkins	Birmingham	Factor	30	John Henry Andrews
Samuel Sutton	Birmingham	Iron Merchant	20	John Henry Andrews
William Rookes	Birmingham	Gentleman	20	John Henry Andrews
Benjamin Pearson Bartlett	Birmingham	Manufacturer	30	John Henry Andrews
George Moore	Walsall	Gentleman	20	Joseph Henry Moore
R. H. Taylor	Bull Ring	Draper	30	John Henry Andrews
Thomas Johnston	Birmingham	Merchant	50	John Henry Andrews
John Woolton	Winton Green	Traveller or agent	20	Joseph Henry Moore
James Scott	Birmingham	Share Broker	30	John Henry Andrews
Joshua Sculifield	Birmingham	Merchant	150	John Henry Andrews
John Webster	Birmingham	Woolgate Draper	30	John Henry Andrews
Rebecca Bruce	Birmingham	Shoe manufacturer	10	John Henry Andrews
James Warden	Colton	Canal Merchant	30	John Henry Andrews

*Copy of the Deed of Settlement of the Birmingham
Company of General Husband Bank*

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CITY OF BIRMINGHAM LIBRARY

<u>Signatures</u>	<u>Residence</u>	<u>Designation</u>	<u>No of shares</u>	<u>To be given to the signing shareholder and delivering these presents by this party whose name is written on the same line with that of the witness</u>
Zerah Heath	Foster Road	Gent	10	£3 Henry Andrews
John Harris	Hanssworth	Gent	20	£3 Henry Andrews
Thomas Coborn	Birmingham	Sword Butler	20	£3 Henry Andrews
Henry Grove	Birmingham	Grocer	20	£3 Henry Andrews
Samuel Isaac Newstadt	Birmingham	Merchant	25	£3 Henry Andrews
John Etchells	Birmingham	Hop Merchant	40	£3 Henry Andrews
Tho: Elwinstone	Birmingham	Jeweller	25	£3 William Barratt
Tho: Chetton Etchells	Birmingham	Clerk	10	£3 William Barratt
H. J. Dorey	Hansworth	Captain	40	£3 William Barratt
Tho: Shurland	Birmingham	Carrier	60	£3 William Barratt
Thomas Clark	Edgbaston	Soy Maker	50	£3 William Barratt
Thomas Mannell	Birmingham	Newspaper Agent	30	£3 William Barratt
Thomas Forgham	Birmingham	Boot & Shoe Maker	10	£3 William Barratt
Thomas Heitby	Birmingham	Gentleman	50	£3 William Barratt
Charles Chatternum	Birmingham	Plater	50	£3 William Barratt

Copy of the Book of Settlements
of the Bank of England.Dated
Company.

18

Signature	Residence	Designation	Value of shares held	Notes
John Mitchell Suckland, Birmingham		Jeweller	10	(S) William Barratt
William Edwards	Edgbaston	Goldsmith	20	(S) William Barratt
Hollett Weller	Birmingham	Clothing Merchant	30	(S) William Barratt
Alexander Behrend (Oppenheimer)	Birmingham	Merchant	40	(S) William Barratt
Richard Blood	Birmingham	Factor	20	(S) Henry Andrews
John Boultton	Temple Row-West Birmingham	Silk Mercer	20	(S) Henry Andrews
David Barnett	Birmingham	Merchant	25	(S) Henry Andrews
William Bolton	Birmingham	Timber Merchant	30	(S) Henry Andrews
Benjamin Brook	Birmingham	Dissenting Minister	30	(S) Henry Andrews
Joseph Butler	Hallsworth	Gent.	30	(S) Henry Andrews
George Harring	Birmingham	Taylor & Draper	20	(S) Henry Andrews
John J. Welch	Birmingham	Carrier & Pattern maker	50	(S) William Barratt
John Hains Walsh	Birmingham	Soda Water seller	25	(S) William Barratt
Edward Palmer Turner	Birmingham	Coal Dealer	20	(S) William Barratt
Alfred Aston	Birmingham	Crommonger	15	(S) William Barratt

Copy of a Bill of Settlement of
Purchase of iron and other articles
Trading Company.

restrictions and in such manner and mode
hereinbefore prescribed with respect to
original calls.

69. That it shall be lawful for the Board
Power to compound for stamps - of Directors if they shall think fit to enter
into such composition with the Commissioners
of Stamps for the duties to become payable
in respect of any bills or notes issued by the
Company as is or shall be authorised and
provided for by any Act or Acts of Parliament
passed or to be passed in that behalf and
for that purpose to cause such funds and
securities to be given and entered into by
sureties on behalf of the Company as the
said Commissioners shall in accordance
with the provisions of such Act or Acts
require and such sureties shall be
indemnified from their responsibility by
and out of the assets and effects of the Company.

70. That it shall be imperative upon the
Board of Directors from time to time between
the twenty eighth day of February and the
twenty fifth day of March in every year during
the continuance of this Company and at any
other time or times as occasion shall require
to cause to be made out such calls and
delivered to the Company in respect of Stamps
an account of the same in the respective
form and in the manner

and 1st of the year to the sum
of thirty George the Second, or an equivalent
sum in question of banking paper, and
in regard of the several names and initials
of the said act required to be well out
and delivered to the manager of stamp

- 71 That the Board of Directors shall have
power to make or renew any power granted
or to direct any Officer or agent of the Company
or the Company to do either person to make
such acts and according to such power or letter
of attorney for enabling any other person
or persons jointly or severally to act on
behalf of the Company in any transaction
business matter or thing which shall be
stated in or to persons a letter of attorney
and the business when done transacted or
executed by any such attorney or attorneys
shall be of the like force and effect as the
same would have been if done transacted
or executed personally by the Board of
Directors or by the officers of the Company.
- 72 That the Board of Directors shall from
time to time appoint three or more persons
to be the Trustees of the Company and that
several mortgaged estates and effects if taken
by a person to or in favor of the Company
or whom the Company may be interested
shall be held in the names of such

Copy of the Deed of Settlement of 3rd
December 1822 and the
Banking Company.

Trustees jointly and the joint receipt of such Trustees or the receipt of the survivor or survivor of them shall be a sufficient and conclusive discharge for the same And the Trustees shall from time to time execute and deliver at the expense of the Company such covenants or declarations of trusts of the estates securities moneys and effects purchased taken held or possessed by the same Trustees on behalf of the Company as the Board of Directors shall devise and require And the said Robert Webb, William Lammon, and Thomas Bowes are hereby appointed and declared to be the first Trustees of the said Company.

73
Trustee may resign. That any Trustee may at any time vacate his office by sending in to the Board of Directors his resignation in writing on giving fourteen days' previous notice in writing to the Board of Directors of his institution so to do And when any Trustee shall misconduct himself in his office or shall become bankrupt or insolvent or make or offer any compromise with his creditors or otherwise become, in the judgment of the Board of Directors unfit to act as a Trustee of the Company then and in every such case the Board of Directors shall have power by an order in writing inserted in their books of proceedings to remove such Trustee from his office.

AN ACT OF PARLIAMENT
ENACTED BY THE HOUSE OF COMMONS AND THE HOUSE OF LORDS,

IN THIS ACT,
THE FOLLOWING COMPANY,

7/14
Effect of appointing
new Trustees

That within two calendar months next after the Trustees of the Company or any or either of them shall refuse, neglect, die, go to reside beyond three miles from the Town Hall in Birmingham aforesaid or become incapable to act or shall resign or be removed, the Board of Directors for the time being shall name and appoint another Trustee or other Trustees in the stead of the Trustee or Trustees so refusing, neglecting dying going to reside beyond the distance last aforesaid becoming incapable to act or resigning or being removed and such new Trustee or Trustees shall at the expense of the Company execute a covenant in such form as shall be devised by the Board that he will hold the estates and funds of the Company upon the trusts and for the purposes of these presents or of the subsisting deed or deeds of settlement of the Company and immediately after such appointment and the execution of such covenant the first estates money securities and effects of and belonging to the Company which shall be or have been vested in the Trustee or Trustees so refusing neglecting dying going to reside beyond the distance last aforesaid becoming incapable to act or resigning or being removed shall be assigned, assured, paid and transferred so and in such manner that the same be vested in such new Trustee or

1

Copy of the Deed of Settlement of the
Leverington and Aldeburgh
Hunting Company.

1850.

Trustees jointly with the surviving or continuing Trustees or Trustees upon the trusts of these presents or the then subsisting deed or deeds of settlement of the Company.

75 That the securities or other investments hereinbefore authorised to be taken and made in the names of the Trustees of the Company and all moneys to be received or become due thereon shall from time to time be under the control and subject to the disposition of the Board of Directors for the time being and the orders in writing of the said Board shall be obligatory on and a justification to the said Trustees as to any purchased sale investment payment or disposition of the securities or money of the Company and the said Trustees shall from time to time execute and deliver to the said Board of Directors at the expense of the Company such declarations or acknowledgement of trust of the estates securities money and effects purchased taken holden or possessed by the same Trustees on behalf of the Company as the Board for the time being shall desire or require.

76 That every or any receipt of the Trustees for the time being of the Company or such number of Directors thereof as may constitute a quorum or be sufficient to constitute a majority

Copy of the Deed of Settlement, dated 1860
between Belgium and Holland
Banking Company.

Original in French

for any of the money of the Company that may be paid to such Trustees or Directors or by order of such Trustees or Directors shall effectually discharge the person or persons paying the same, his heir or heirs, his executors administrators or assigns from being obliged to do to the application thereof and from all responsibility by reason of any misapplication or non-application thereof.

77
~~Annual General Meeting~~
That an annual general meeting of the proprietors shall be held on the first Monday in the month of August every year or within ten days next following that day at some convenient hour and place to be fixed by the Board of Directors and the first of such annual general meetings shall take place on the first Monday in the month of August one thousand eight hundred and thirty seven or within ten days then next following.

78
~~Power to call Special General Meetings~~
That the Board of Directors shall have full power to call at any time a special general meeting of the proprietors for such purposes and to be held at such time and place as the Board may think proper, and twenty-five or more proprietors holding in the aggregate at least one thousand shares shall have full power and authority at any time by writing under their hands to call

... of the Board of Settlement of the
Birmingham and Bedford
Banking Company.

Exhibit A Sheet L

left with the Manager for the time being
or the Chairman of the Board of Directors,
to require the Board of Directors to call a
special general meeting of the Proprietors
provided such requisition express fully and
distinctly the particular object or purpose
objects or purposes for which such meeting
shall be required to be called And in case
the Board of Directors shall refuse omit
or neglect for fourteen days after any such
requisition shall have been left as aforesaid
to comply with the same requisition it shall
be lawful for the requisitionists to call the
meeting by giving at least fourteen days'
notice thereof by advertisement in any of
the Birmingham newspapers and every such
advertisement shall express the day hour
and place (such place being within the
town of Birmingham) for holding the meeting
and also the delivery of the requisition to
the Manager or Board of Directors and his
neglect omission or refusal of the Board of
Directors to call such meeting and shall
contain the names of the Proprietors signing
the said requisition and may (if the
requisitionists shall deem it expedient) express
the object or purpose of the meeting And it is
declared that all acts of the proprietors at any
such special general meeting shall be as valid
as if the same had been done at any annual
general meeting of the Company.

(Copy of the present Settlement by
the Company
of the
Tanning Green and Shadwell
Tanning Company.)

79 That the Board of Directors shall cause to be given notice at least fourteen days previous notice of every annual general meeting and of every special general meeting which they shall convene to be given to each Proprietor by letter or circular in manner hereinafter in that behalf prescribed And all general meetings whether annual or special shall possess the power of adjournment to such time and place and from time to time as the meeting shall resolve Provided always that no business shall be transacted at any adjourned annual general meeting other than the business left unfinished at that meeting or business of which due notice shall have been given at such annual general meeting And no business shall be transacted at a special general meeting other than the business for which such special general meeting shall have been expressly called nor shall any business be transacted at an adjourned special general meeting other than the business left unfinished at the special general meeting from which such adjournment took place.

80 Chairman of General Meetings.

That at every general meeting whether annual special or adjourned the chair shall be filled by the chairman of the Board of Directors or in his absence or on his refusal by the Deputy Chairman or in his absence

Copy of the Deed of Settlement of the
Towmington and Collindale
Banking Company.

Exhibit No. 12

or on the refusal of both them by such other Director then present as shall be elected by a majority in number of the Proprietors personally present without regard to the number of shares held by them respectively or if all the Directors present shall refuse or if no Director be present then by such Director qualified to vote as shall be elected by a majority in number of the Proprietors then personally present without regard to the number of shares held by them respectively and the Chair shall be taken before any other business shall be transacted at the meeting.

81

Number of proprietors
to form general meeting

That if at any annual or special general meeting at least twenty five Proprietors qualified to vote and holding in the aggregate not less than one thousand shares shall not assemble and proceed to business within one hour from the time fixed for the meeting no election of Directors shall be made nor shall any other business be done on that day and in such case it shall be a meeting of the Company at the same place and hour on the same day in the third week then next following and if on that day there should not be a sufficient attendance of Proprietors to form a general meeting it shall stand further adjourned to the same place and hour on that day of the third week then next following and so on

Copy of the Deed of Settlement of the Birmingham
Bank and Colliery Bank Company.

from third week to third week until there shall be a sufficient attendance of proprietors to form a general meeting. Provided always that after a meeting shall have been once formed it shall be competent to transact business notwithstanding some of the proprietors shall quit the meeting after the chair shall be taken.

§2. — That at every general meeting of the ~~holders of voting~~ Company, whether annual, special or adjourned all motions questions resolutions and propositions which shall be then submitted or proposed for the determination or decision of the meeting shall be primarily decided on by a show of hands by a majority in number of the proprietors then and there personally present and in case ten or more proprietors personally present at such meeting and holding in the aggregate not less than two hundred shares shall be dissatisfied with any such decision they may by writing under their respective hands demand a ballot and thereupon such ballot if so demanded but not otherwise shall be had and taken accordingly And whenever any motion question resolution or proposition is to be decided by ballot as aforesaid the right of the respective proprietors to vote shall be regulated as follows (that is to say) — every holder of five and under twenty five shares shall have

Copy of the Deed of Settlement of the
BIRMINGHAM AND MIDLAND BANK COMPANY.

COMPTON
REGISTRATION.

(Continuation of Sheet I.)

one vote - every holder of twenty five and under fifty shares shall have two votes - every holder of fifty and under one hundred shares shall have three votes - every holder of one hundred and under one hundred and fifty shares shall have four votes - every holder of one hundred and fifty and under two hundred shares shall have five votes - and every holder of two hundred shares and upwards shall have six votes And upon each such ballot every Proprietor personally present and qualified to vote shall be furnished with as many balls or tickets as he shall have votes And a proper Ballotting box shall be provided having two compartments over one of which shall be inscribed the word "Yes" and over the other the word "No" and the balls or tickets which shall be dropped into the compartment over which shall be inscribed the word "Yes" shall be deemed as votes in favor of, and the balls or tickets in the compartment over which shall be inscribed the word "No" shall be deemed as votes against the motion question resolution or proposition then before the meeting And before any such ballot is taken the Chairman shall select one of the Directors if there be any present and willing

Copy of the Deed of Settlement
Received, dated and acknowledged
In this Company.

to act and if none such then of the proprietors present and qualified to vote, and the proprietors then present and qualified to vote shall by a show of hands elect two of themselves to act with such other Director or Proprietor as Scrutinizers and such three Scrutineers shall investigate and report to the meeting or to any adjournment thereof the result of such ballot. Provided always that whenever either by show of hands or by ballot there shall appear an equality of votes the Chairman of the meeting shall have a casting vote in addition to his vote or votes as a Proprietor. Provided also that no Proprietor shall be entitled to vote at any general meeting in respect of any shares which he shall not have held for at least three calendar months previous to that meeting nor in respect of any shares upon which he shall not have paid the amount of every call together with such interest (if any) as shall have become due and payable thereon by virtue of the articles to that effect herein contained nor until he shall have fully conformed to all the provisions and regulations of these presents or any supplementary deed of settlement or of the herein subsisting deed of settlement.

823

(Proprietor not to vote)

That no Proprietor shall vote at any meeting of the Company by proxy.

Copy of the Deed of Settlement of the Birmingham

COMPLETE } and Midland Banks Company.
REGISTRATION }

(Continuation of Sheet I.)

Signature	Residence	Designation	Age of Witness	Seal	Witness to the signing sealing and delivering these presents by the party whose name is written on the same line with that of the witness
Richard Harvey	Birmingham	Gazanner	20	SD	William Barratt
Jane Traies	Birmingham	Sicem manufacturer	10	SD	William Barratt
Joseph Suckling	Birmingham	Cheese Factor	50	SD	William Barratt
Solomon Bray	Birmingham	Attorney	20	SD	William Barratt
John Stephenson	Birmingham	Corn Merchant	20	SD	William Barratt
John Wrighton	Birmingham	Shoe Broker	20	SD	William Barratt
James Smith	Birmingham	Builder	20	SD	William Barratt
James Gregory	Birmingham	Optician	15	SD	William Barratt
Joseph Pemberton	Birmingham	Draper	20	SD	William Barratt
aniel Taylor Newlinson	Birmingham	Noticer	20	SD	John Bowen
Thomas Howell	Edgbaston	Clerk	10	SD	Henry Andrews
Sam. Currie	32 Paradise St Birmingham	Surgeon	20	SD	Henry Andrews
Wm. Green	Birmingham	Surgeon	20	SD	Henry Andrews
Joseph Price	Birmingham	Jeweller	20	SD	Henry Andrews
Richard Austin	Birmingham	Wine Merchant	10	SD	Henry Andrews

*Copy of the Deed of Settlement of the Birmingham
and Middlesex Bank Company.*

COMPLETE
REGISTRATION,

Dated

18

Signature	Residence	Designation	No. of shares	Seal	Witness to the signing sealing and delivering these presents by the party whose name is written on the same line with that of the witness
George Benjamin Thompson	Wolverhampton	Ironmaster	100	(S)	Henry Andrews
John Parkes	Wolverhampton	Codge Tool maker	50	(S)	Henry Andrews
John Pitchard	Caroline Street	Jeweller	20	(S)	Joseph Henry Moore
George Edkins	Rigby Hall	Manufacturer	50	(S)	Joseph Henry Moore
Richard Harvey	Bristol Road Birmingham	Cheese Factor	20	(S)	Joseph Henry Moore
Joseph Pickard	59 Brook St	Tool maker	20	(S)	Joseph Henry Moore
James Corrin	Bristol Street	Wine Dealer	20	(S)	Joseph Henry Moore
James Moore	St Moor Street	Victualler	140	(S)	Joseph Henry Moore
Edward Ratone	Guthwick	Merchant	30	(S)	Joseph Henry Moore
John Sharpe	Edgbaston	Merchant	50	(S)	Joseph Henry Moore
Benjamin Adams	Green Lanes	Ironmaster	20	(S)	Joseph Henry Moore
John Tomkinson	Shapside Birmingham	Builder	10	(S)	Joseph Henry Moore
William Peart	18 Legge Street	Skell Toy maker	30	(S)	Joseph Henry Moore
Thomas Tate Hunt	The Bee	Ironmaster	100	(S)	Joseph Henry Moore
William Wilcox	Lower Street	Matchler	20	(S)	Joseph Henry Moore

Copy of the Deed of Settlement of the Birmingham
COMPLETE } and Midland Banks Company.
REGISTRATION.

[Continuation of Sheet I.]

Signature	Residence	Designation	% of Shares	Seal	<u>Witness to the signing sealing and delivering these presents by the party whose name is written in the same line with that of the witness</u>
C. J. Webb	Hanworth	Book keeper	10	(S)	Joseph Henry Oliver
James Grove	Birmingham	Chandler	50	(S)	William Oliver
Samuel de la Grange Williams Edgbaston		Linen Dealer	20	(S)	William Oliver
Samuel Colwell	Crovers Street Birmingham	Brass Founder	10	(S)	William Barratt
Judge Fidgin	Birmingham	Hosiery	20	(S)	William Barratt
John Warden	Birmingham	Coal Dealer	20	(S)	William Oliver
Charles Radenhurst	Birmingham	Coach Proprietor	25	(S)	William Oliver
John Liggett	Birm ^m	Upholsterer	25	(S)	William Oliver
John Otley	Birm ^m	Medallist	20	(S)	William Oliver
John Knight Brown	Birm ^m	Auctioneer &c	10	(S)	William Oliver
Thomas Farmer Wood	Walsall	Bank Manager	20	(S)	William Oliver
John Burman	Birmingham	Linen Draper	20	(S)	William Oliver
Edward Parker	Birmingham	Rope staker	20	(S)	William Barratt
Thomas Huckle	Sionet Street	Gentleman	30	(S)	William Oliver
John Ruggo	Smallbrook St.	Tobacco Manufacturer	20	(S)	William Oliver

*Copy of the Deed of Settlement of the Birmingham
Society of Friends, dated 18th April 1827.*

COMPLETE
REGISTRATION. *Accredited & Registered.* Company.

Dated

18

Signature	Residence	Designation	No ^r of Shares	Sent	Witness to the signing and delivering these records by the party whose name is written on the same line with that of the witness
William Waller	Bethnal	Timber merchant	50	(S)	William Oliver
Theophilus Carter	Birmingham	Diamond Broker	20	(S)	William Barratt
John William Finch	Edgbaston	Accountant	10	(S)	William Barratt
John Yates	Birmingham	Spoon maker	30	(S)	William Barratt
Joseph Butterworth	Birmingham	Bookseller	20	(S)	William Barratt
William Heyde Watts	Birmingham	Surgeon	10	(S)	William Barratt
James Grant Banks	Birmingham	Clerk	10	(S)	William Oliver
Peter Berry Smith	Spark Brook Birmingham	Paper manufacturer	80	(S)	William Oliver
Thomas George Renard	Upper Temple St.	Whip maker	20	(S)	William Oliver
John Ryland	Edgbaston	Plaster	10	(S)	William Oliver
John Gibbs	7 Charles St.	Button manuf.	10	(S)	William Oliver
Richard Smith	106 Bull Street	Haberdasher	25	(S)	William Oliver
John Francis Lee	6 Hampstead Row	Clerk	10	(S)	William Oliver
William Warren	4 Hunters Terrace St Col.		10	(S)	William Oliver
Alfred Lunden	Hunters Lane	Jeweller	20	(S)	William Oliver

*Copy of the Deed of Settlement of the Birmingham
Company.*

COMPLETE
REGISTRATION. } and affixed to all Bills of
Sale, etc.

Dated
Company. 18

Signature	Residence	Designation	No. of Shares	Seal	Witness to the signing sealing and delivering these presents by the party whose name is written on the same line with that of the witness
William Wallis	Basted	Timber Merchant	50	(S)	William Oliver
Heophilus Carter	Birmingham	Drawbroker	20	(S)	William Barratt
John William Finch	Edgbaston	Accountant	10	(S)	William Barratt
John Yates	Birmingham	Spoon Cutler	30	(S)	William Barratt
Joseph Butterworth	Birmingham	Bookseller	20	(S)	William Barratt
William Keyde Wallis	Birmingham	Surgeon	10	(S)	William Barratt
James Grant Banks	Birmingham	Clerk	10	(S)	William Oliver
Peter Berry Smith	Spark Brook Birmingham	Paper Manufacturer	80	(S)	William Oliver
Thomas George Renard	Upper Temple St	Whip Maker	20	(S)	William Oliver
John Ryland	Edgbaston	Plater	10	(S)	William Oliver
John Gibbs	7 Charles St	Button manuf.	10	(S)	William Oliver
Richard Smith	106 Bull Street	Haberdasher	25	(S)	William Oliver
John Francis Lee	6 Hampstead Row	Clerk	10	(S)	William Oliver
William Hixon	4 Hanover Street	St Col.	10	(S)	William Oliver
John Field, Gunter	Hanover Street	Jeweler	20	(S)	William Oliver

Copy of the Deed of Settlement of the Birmingham
Bank
COMPLETED } and a Midland Bank
REGISTRATION. }
Company.

(Continuation of Sheet 1.)

Signature	Residence	Designation	No. of shares	Seal	Witness to the signing, sealing and delivering these presents by the party whose name is written on the same line with that of the witness
James Lee	59 High Street	Druggist	15	(S)	William Barratt
William Gibin	82 Bull Street	Music Seller	20	(S)	William Barratt
Samuel Haycock	Hockley Street	Mathematical Inst. Clocker	30	(S)	William Oliver
Henry Gibbs	Little Charles Street	Button maker	10	(S)	William Oliver
John Marrian	116 Broad Street	Stamper & Piercer	20	(S)	William Barratt
John Reynolds	Birmingham	Stamper & Piercer	20	(S)	Henry Andrews
Felix Luckcock	Birmingham	Clothing Merchant	10	(S)	Henry Andrews
Richard C. Moran	Birmingham	Lard Dealer	10	(S)	Joseph Henry Moore
John Cyrus Aston	23 Snowhill	Ironmonger	20	(S)	Joseph Henry Moore
Joseph Lee	36 Dale End	Brushmaker	20	(S)	Joseph Henry Moore
William Cooper	Bristol Place	Plater	10	(S)	Joseph Henry Moore
William Kimberley	Birmingham	Factor	20	(S)	Henry Andrews
Thomas Hollingsworth	Birmingham	Tobacconist	25	(S)	Joseph Henry Moore
James Price	Birmingham	Bookseller	20	(S)	Joseph Henry Moore
William Hadduck	Howe Street	Candy maker	10	(S)	Joseph Henry Moore

*Copy of the Deed of Settlement of the Birmingham
and Steelbrook Glass Co. Company.*

COMPLETE
REGISTRATION,

Dated

18

Signature	Residence	Designation	% of shares	Seat	Witness to the signing writing and delivering these presents by the party whose name is written in the same line with that of the witness
Benjamin Haeton	Hockenhull	Japanner	30	(S)	Joseph Henry Moore
James Keighway	Birmingham	Draper	20	(S)	Joseph Henry Moore
Thomas Baker, Junr.	Birmingham	Lawn Stationer	5	(S)	Joseph Henry Moore
William Rees	Birmingham	Grocer	10	(S)	Joseph Henry Moore
Samuel Evans Junr.	Birmingham	Plater	10	(S)	Joseph Henry Moore
Samuel Balden	Birmingham	Solicitor	20	(S)	Joseph Henry Moore
John Woolley	Birmingham	Watch pendant Maker	15	(S)	Joseph Henry Moore
Thomas Baker	Small Heath	Clerk of the Market	15	(S)	Joseph Henry Moore
John Banister	Aston	Pin manufacturer	15	(S)	Henry Andrews
Thomas Kilmister	Birmingham	Pin manufacturer	15	(S)	Henry Andrews
John Davis	Birmingham	Wholesale Draper	30	(S)	Joseph Henry Moore
Thomas Hall	Birmingham	Commission Agent	10	(S)	Joseph Henry Moore
William Warren	Birmingham	Brewer	10	(S)	Henry Andrews
Elizabeth Swegren Vdn	Birmingham	Britannia Metal Manufactures	25	(S)	William Oliver
John Sherrard	Birmingham	Plater	15	(S)	John Bowen

Copy of the Deed of Settlement of the Birmingham
Company.

{ COMPLIANT } *and a Merchant Banker*

Company.

REGISTRATION.

{ Continuation of Sheet I.

<i>Signature</i>	<i>Residence</i>	<i>Occupation</i>	<i>No. of shares</i>	<i>Value</i>	<i>Witness to the signing sealing and delivering these presents by the party whose name is written on the same line with that of the subscriber</i>
Richard Adey	Birmingham	Inn Keeper	10	£5	Joseph Henry Moore
Edward Nicklin	Birmingham	Wire Worker	20	£5	William Oliver
William Spur	Birmingham	Clothier	15	£5	Henry Andrews
John Hardwick	Birmingham	Brewer	10	£5	Henry Andrews
Richard Sherwood	Birmingham	Plater	15	£5	Henry Andrews
David Johnson	Birmingham	Hop Merchant	40	£5	Joseph Henry Moore
John Brown	Edgbaston	Brick Maker	10	£5	Joseph Henry Moore
John Whitehouse Howell	Birmingham	Stationer	10	£5	Edwin Williams
Richard Morris	Warwick	Brewer	20	£5	Edwin Williams
John Murray	Stourbridge	Banker	50	£5	Edwin Williams
George Ellis	Bromsgrove	Nail Manufacturer	50	£5	Edwin Williams
Joseph Watson	High Birmingham	Corn Dealer	25	£5	Edwin Williams
Edward Wood	Cooperage Place, Sallyport Row Birmingham	Grocer	10	£5	Edwin Williams
Thomas Bullock	Cleland Street	Button maker	30	£5	Edwin Williams
John Baldwin	Great Charles St	Button maker	30	£5	Edwin Williams

Copy of the Deed of Settlement of the Birmingham

COMPLIE
REGISTRATION } and effectuated ~~before~~ Company.

Dated

18

Signature	Residence	Designation	Age of Shaxco	Shaxco shall	Witness to the signing, sealing and delivering these presents by the party whose name is written on the same line with that of the witness
Benjamin Cook	Temple St.	Metal Merchant	80	(8)	Edwin Williams
Richard Austin	Steel House Lane	Wine Merchant	20	(2)	Edwin Williams
James Harvey	Deritend	Druggist &c	25	(2)	Edwin Williams
Richd Underhill	Edgbaston	Attorney at Law	20	(2)	Edwin Williams
Thos Colmore	Birmingham	Attorney	30	(2)	Edwin Williams
Samuel Evans	Birmingham	Plater	10	(2)	Edwin Williams
Josh Steen	Birmingham	Jeweller	30	(2)	Edwin Williams
John Satchell Stour	Birmingham	Leather Factor	20	(2)	Edwin Williams
John Shielton	Birmingham		30	(2)	Edwin Williams
Joseph Gilman	Birmingham	Druggist	15	(2)	Edwin Williams
Edward C. Osborne	Birmingham	Printer &c	15	(2)	Edwin Williams
John Gwatney	Deritend	Druggist	10	(2)	Edwin Williams
John J. Haweill	Birmingham	Wesleyan Minister	40	(2)	Edwin Williams
Chauncy Robbins	Birmingham	Merchant	50	(2)	Edwin Williams
Sam Rotundoworth	Birmingham	Woollen Draper	30	(2)	Edwin Williams

Copy of the Deed of Settlement of the Birmingham
COMPLETE } and collateral Banks
REGISTRATION. Company.

(Continuation of Sheet 1)

Signature	Residence	Designation	No of shares	Seal	Memo to the signing sealing and delivering these presents by the party whose name is written on the same line with that of the witness
Frederick Barber	Birmingham	Soy taker	10	(S)	Edwin Williams
Thomas Price	Birmingham	Plater	20	(S)	Edwin Williams
Pedalus Carr	Birmingham	Commission Agent	20	(S)	Edwin Williams
John Taylor	Edgbaston	Cut.		(S)	Henry Edmunds
Enoch Blakemore	Belmont Row	Coal merchant	20	(S)	Edwin Williams
Samuel Edward Churchill	Birmingham	Druggist	20	(S)	Edwin Williams
John Stock	West Bromwich	Soap taker	50	(S)	Edwin Williams
Thomas Baugh	Birmingham	Draper	10	(S)	Edwin Williams
Robert Wrightson	Birmm.	Bed Mfr:	30	(S)	Edwin Williams
John Heath	Birmingham	Draper	10	(S)	Edwin Williams
George Stewart	Birmingham	Victualler	10	(S)	Henry Edmunds.
William Studdon	Birmingham	Iron Founder	10	(S)	Edwin Williams
Henry Wright	Glo, Staffordshire	Engineer	15	(S)	Edwin Williams
William Bellinger	Birmingham	Coal taker	30	(S)	Edwin Williams
John Symonds	Birmingham	Sap taker	10	(S)	Edwin Williams

*Copy of the Deed of Settlement of the Birmingham
and off-shore & foreign Company.*

COMMITTEE } and off-shore & foreign Company. Dated
REGISTRATION. | 18

Signature	Residence	Occupation	No. of shares	Seal	Witness to the signing dealing and delivering these presents by the party whose name is written on the same but with that of the witness
William Mulehouse	Hest Birmingham	Stage Coachman	20	(S)	Henry Edmunds
John Saxon Lane	Birmingham	Druggist	10	(S)	Edwin Williams
Samuel Sutton	Birmingham	Iron Merchant	20	(S)	Edwin Williams
Howard Luckcock	Edgbaston	Solicitor	40	(S)	Henry Edmunds
Arthur Ryland	Birmingham	Solicitor	20	(S)	Edwin Williams
Phineas Nathan	Magdalen Row, off Prescott St, London	Watch manufacturer	30	(S)	William Oliver
Thomas Phillips	Birmingham	Wine Merchant	50	(S)	William Oliver
Thomas Sherward	Houndsorth	Druggist	20	(S)	Henry Edmunds
Henry Timms	Birmingham	Provision Merchant	50	(S)	William Oliver
Robert Dolphin	Birmingham	Solicitor	50	(S)	William Goode Jr
John Heratio Cox	Birmingham	Grocer	30	(S)	Edwin Williams
James Hunt	Brooklyng Houndsorth	Steel manufacturer	100	(S)	William Oliver
Alexander Birkhead Gf Schneider	Birmingham	Merchant	20	(S)	William Goode Jr
William Horton	Birmingham	Manufacturer	20	(S)	William Oliver
Richard Part	Birmingham	Printer &c	20	(S)	William Oliver

*Copy of the Deed of Settlement of the Birmingham
Central & Midland Banks Company.*

COMPLD.
REGISTRATION.

[Continuation of Sheet 1.]

Signature	Residence	Designation	£ s d	Made to the signing sealing and delivering these presents by the party whose name is written on the same line with that of the witness
Thomas Morgan	Birmingham	Cropper	10 10 0	William Goode Jr
Stephen Colmore Hopkins	Birmingham	Coal Dealer	20 0 0	Edwin Williams
Thomas Tolson	Hansworth	School Master	10 0 0	William Goode Jr
Nicanor Duckcock	Edgbaston	Slate Dealer	10 0 0	William Oliver
Jerry Allen	Prospect Row	Glass Dealer	15 0 0	W. Goode Jr
William Starvin	Birmingham	Deecker	10 0 0	Henry Edmunds
William Metto	Birmingham	Agent	10 0 0	William Goode Jr
William Frederick Middlehouse	West Bromwich	Trade Ironmonger	20 0 0	W. Goode Jr
Lewis Lyons	Birmingham	Patron Broker	10 0 0	Henry Edmunds
J. Rennolds	Birmingham	Solicitor	20 0 0	Henry Edmunds
Julia Withers	Birmingham	Gentl ^m	20 0 0	William Goode Jr
Tim James	Stalwell	Iron Founder	25 0 0	Henry Edmunds
John Cottay	Birmingham	Chandler	20 0 0	Henry Edmunds
Peter Moore	Birmingham	Wire Manufacturer	30 0 0	Henry Edmunds
Thomas Hellerson Jr	Birmingham	Glass China Dealer	10 0 0	Edwin Williams

Copy of the Deed of Settlement of the
15th April 1822

COURT OF COMMON PLEAS
REGISTERED AND COLLECTED AND FILED
Company.

Date

Signature	Residence	Designation	No ^o of shares	Seat	Reference to the signing dealing and delivering these presents by the party whose name is written on the same line with that of the witness
Joseph Pearson	Wolverhampton	Citizen	25	(S)	William Oliver
William Thomas Walker	Birmingham	Plater	20	(S)	William Goode Jr.
Harriet Fleetham	Edgbaston	Lady	20	(S)	Wm Goode Jr.
Sarah Downing	Hockley	Lady	20	(S)	Wm Goode Jr.
Charles Robinson	Birmingham	Mail Ironmonger	20	(S)	William Oliver
Wm Sumner	Birm ^m	Druggist	25	(S)	William Goode Jr.
Esther Leay	Birmingham	Spiriter	15	(S)	.
John Perry	Stonebridge	Ironmonger	20	(S)	William Oliver
John Poncia	Birmingham	Factor	50	(S)	William Goode Jr.
Joseph Colville Storten	Birmingham 32, Halkin Garden, London	Wholesale Jeweller	50	(S)	William Oliver
Wm Blews	Birmingham	Bacon Counter	30	(S)	William Goode Jr.
William Capner	Birmingham	Button Maker	20	(S)	Henry Edmunds
Thos Fletcher	Edgbaston	Spent.	30	(S)	H. Edmunds
Thos Mathews	Grove Hill	Grocer	30	(S)	Edwin Williams
Edward Thomas	Sheltonwood Lane	Cheese Factor	10	(S)	William Goode Jr.

Copy of the Deed of Settlement of the
COTMAN'S COAL & MIDLAND BANKS
COMPANY.

REGISTRATION.

Company.

(Continuation of Sheet 1.)

Signature	Residence	Occupation	No. of shares	Value per share	Value of the property being transferred and delivered these presents by the party whose name is written on the same line with that of the witness
Thomas Wharton	Que St Charles St	Cotton manufacturer	10	£5	William Goode Jr
John Palmer	Que St	Grocer	30	£5	William Goode Jr
Joseph Coles	Lionel Street	Button maker	10	£5	William Goode Jr
Henry Docker	Birmingham	Cotton manufacturer	30	£5	H. Edmunds
Sam'l Lloyd	Hanoverworth	Accountant	10	£5	William Oliver
G. Robinson	Que Street	Hair Dresser	15	£5	William Goode Jr
G. R. Fardon	Birmingham	Leather fact.	10	£5	William Goode Jr
Edm'd d. Richards	Hanoverworth	Gentleman	10	£5	H. Edmunds
James Allis Hootenden	London, Salisbury Street Strand	Gentleman	20	£5	William Goode Jr
Charles Dean	Kings Heath	Gentleman	20	£5	
Francis Smith	Birmn	Chemist &c	10	£5	William Goode Jr
Robert Mayou	Birmingham	Innkeeper	10	£5	William Goode Jr
Walter Hall Capper	Birmingham	Gentleman	20	£5	William Goode Jr
J. East	Birmingham	Dissenting minister	60	£5	H. Goode Jr
Mrs. Spooner	Birmingham	Silversmith	50	£5	H. Goode Jr

Copy of the Deed of Settlement of the Birmingham

Corporation } and a Middlesex Brief Company.

Dated

18

Signature	Residence	Designation	% of shares	Seal	Witness to the signing sealing and delivering these presents by the party whose name is written on the same line with that of the witness
William Beale	Birmingham	Gent ^m	50	sd	W ^m Goode Jr.
Samuel Alfred Carpenter	Birmingham	Brace Maker	30	sd	William Oliver
Joseph Cutts	Birmingham	Architect & Surveyor	50	(G)	William Goode Jr.
Lewis Lyons	Birmingham	Patronbroker	10	(G)	H. Edmunds
Harriet Titterton	Birmingham	Varnish Manuf ^t	15	(G)	Iuo Williams
Thomas George (Northmore Luckcock)	Great Barr.	Clerk	50	(G)	W ^m Goode Jr.
Benjamin Edmund	Bromsgrove	Bookseller	20	(G)	H. Edmunds
Joseph Wade	Birmingham	Grocer	10	(G)	W ^m Goode Jr.
John Bradley Jr.	Birmingham	Tobacconist	20 ^{more} or 100 odd	(G)	H. Edmunds
Geo. Cheyne	Coalbrookdale	Timber Merchant	25 old	(G)	H. Edmunds
Abel Payton	Birmingham	Manufacturing Chemist	150	(G)	H. Edmunds
Charles Fisher	Birmingham	Paper Dealer	50	(G)	H. Edmunds
John Francis	Birmingham	Merchant	80	(G)	Iuo Williams
Abel Payton	Birmingham	Manufacturing Chemist	150	(G)	David Jones
William Beale	Birmingham	Gent ^m	140	(G)	Iuo Williams

*Copy of the Deed of Settlement of the Birmingham
Cotton & Woolen Bank
Company.*

CEPILLI
REGISTRATION.

[Continuation of Sheet I.]

<u>Signature</u>	<u>Residence</u>	<u>Occupation</u>	<u>No. of Shares</u>	<u>Witness to the signature executing and delivering this instrument by the party whose name is written on the same line with that of the witness</u>
Chas. Yeach	Birmingham	Bank manager	15	Geo Williams
Maria P. Gammie	Edgebaston	Spinster	65	Sam'l Yorks
Samuel Thornton	Birmingham	Factor	30	Sam'l Yorks
Sam'l Hawkins	Chester		20	Wm Suckling
Samuel Evans	Birmingham	Potter	8	H. Edmunds
George William Preccott	Stourbridge	Solicitor	15	H. Edmunds
W. B. Oppenheim	Hamburg	Merchant	20	W. Goode Jr
Edward Washwood	Brickley Hill	Glass manufacturer	30	H. Edmunds
John Currie	Birmingham	Chemist	5	H. Edmunds
W. B. Coeckane Junr	Hoodside Dudley	Ironmaster	25	H. Edmunds
William Fletcher	Edgbaston	Agent	5	Ino. Williams
William Arkroyd	Stourbridge	Currier	10	Ino. Williams
Thomas Darby	Rowley Regis	Coal master	7	H. Edmunds
Thomas Hood	Bradley	Manufacturer	3	H. Edmunds
Wm Rotten	Berins	Fishmonger	5	H. Edmunds
John Settlemire	Sidmouth	Porcupine	7	H. Edmunds

*Henry Cassell Esq
one of the Directors of the
Birmingham Cotton & Woolen Bank*

Copy of the Deed of Settlement of the Birmingham
and Midland Bank.

Granted
REGISTRATION. } dated 21st August 1837. Dated
Certified to Midland Bank Company. } 18

Resolutions which have been passed
since the date of the Deed of Settlement.

Passed at First Annual General Meeting held 11th August 1837.
and confirmed 13th November 1837.

"That so much of the 11th Law as provides
that no person shall in his own right be allowed
to hold more than Two hundred and fifty shares in
the Capital of the Company either by subscription
by purchase or other acquisition be altered by
inserting the words "Five hundred" instead of
"Two hundred and fifty."

Passed at Special General meeting held 13th November 1837
and confirmed 1st December 1837.

That the 3rd clause of the Deed of Settlement be
altered by reducing the Capital to £120,000 to be
divided into 2400 shares of £50 each, and that
other parts of the Deed of Settlement be altered to
conform thereto, so that whenever any number of
shares is mentioned therein or in the preceding
Resolution, such number shall be read as if the
same were divided by five and that whenever
the sum of £10 is herein mentioned as the
amount of any share the same shall be read
as if the word "fifty" had been originally inserted
therein instead of "ten".

John Copeley
James J. Dawson
two of the Directors of the Birmingham
and Midland Bank

Copy of the Deed of Settlement of the

COMPLETE }
REGISTRATION.

Company.

[Continuation of Sheet I.]

DECLARATION

verifying Documents presented for Registration by the *Birmingham
and Midland Bank Company*

Pursuant to Section 186.

Published with authority of the Registrar,

WILLIAM DODD & CO.
PRINTERS, 40 & 41 FLEET STREET,
LONDON, E.C.

We Samuel Buckley

of Birmingham in the County of Warwick being
and Henry Edmunds

of Birmingham aforesaid Banker

being two of the Directors of the Birmingham and Midland Bank

DO SOLEMNLY AND SINCERELY DECLARE that the particulars set forth in the several
Documents accompanying this Declaration and marked respectively with the letters

A. B. C. D and E ————— are true;

AND we make this solemn Declaration conscientiously believing the same to be
true, and by virtue of the provisions of an Act of Parliament made and passed in the
Sixth year of the reign of His late Majesty, intituled "An Act to repeal an
Act of the present Session of Parliament intituled 'An Act for the more effectual
Abolition of Oaths and Affirmations taken and made in various departments
of the State, and to substitute Declarations in lieu thereof, and for the more
entire suppression of voluntary and extra-judicial Oaths and Affidavits, and to
make other provision for the Abolition of Unnecessary Oaths.' "

Declared at Birmingham
the third day of November
1833

Signature
of two Direc-
tors or other
principal
Officers.

Samuel Buckley
Henry Edmunds

J. H. Morritt

Notary Public

Birmingham and Midland Bank
Limited

constituted by Deed of Settlement dated
the 15th day of August 1836 and registered as an
unlimited company under the Companies Act 1862,
^{to 1879 as a limited company}
incorporated under the Companies Acts 1862 this First

day of July One thousand eight hundred and eighty.



Registrar of Joint Stock Companies.