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COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL  
MEMORANDUM OF ASSOCIATION  
OF

**THE BRITISH ASSOCIATION OF  
USED MACHINE TOOL MERCHANTS**

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**PRESIDENT**

FRANK WIDDOWSON  
*HERBERT WIDDOWSON & SONS LTD*

**VICE PRESIDENT**

JOSEPH E RAISTRICK  
*J E RAISTRICK LTD*

RICHARD JAMES AUSTIN  
*CENTAUR TOOL WORKS*

HAROLD VERNON  
*THOS W WARD LTD*

CHARLES HENRY PAYNE  
*W FORREST & CO LTD*

HARRY WESTON  
*MODERN MACHINE TOOLS LTD*

FRANK S CALVERLEY  
*MARTIN BROTHERS (MACHINERY) LTD*

WILFRED M PUDGE  
*W M PUDGE*

EDWARD JOHN FOX BRADLEY  
*PIDGEN BROS LTD*

JAMES LEWIS LITTON  
*LITTONS MACHINE TOOL CO LTD*



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C.V.  
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29/10/42  
A. H. G. G.

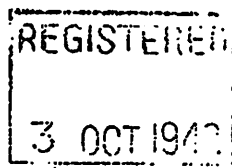
THE COMPANIES ACT, 1929.

COMPANY LIMITED BY GUARANTEE AND NOT  
HAVING A SHARE CAPITAL.

Memorandum of Association

— OF —

**THE BRITISH ASSOCIATION OF  
USED MACHINE TOOL MERCHANTS**

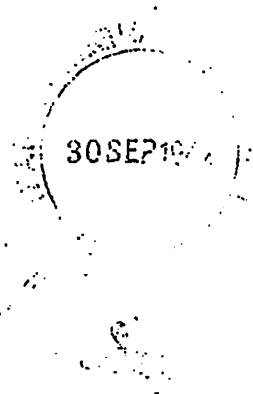


1. The name of the Company (hereinafter called "the Association") is "THE BRITISH ASSOCIATION OF USED MACHINE TOOL MERCHANTS."

2. The registered office of the Association will be situated in England.

3. The objects for which the Association is established are:—

- (a) To promote, safeguard and protect and further the common interest of the Used Machine Tool Merchants trade in Great Britain in general.
- (b) To watch and provide for the study, consideration and discussion of all questions relating to the said trade and to collect and disseminate any information which may be useful thereto.
- (c) To promote and support, or to resist any measures, which may or be likely to affect the said trade or the Association or its interests and assist the



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furtherance of the objects of the Association by consultation or co-operation with any other trade association, the legislature or any other body.

- (d) To take such independent joint or other action as may be considered desirable in the interests of the Association including the defence or initiation of legal proceedings which in the opinion of the Association ought to be defended or initiated and paying or contributing to the costs of such legal proceedings and of legal proceedings which the Association may consider properly to be defended or initiated provided that the laws relating to champerty and maintenance shall in no case be infringed.
- (e) To collect subscriptions and accept donations from Members and others for the furtherance of the objects of the Association.
- (f) To enter into any arrangements with any government or authorities, supreme, municipal, local or otherwise, and to obtain from any such government or authority all rights, concessions and privileges that may seem conducive to the objects of the Association or any of them.
- (g) To establish and support, or to aid in the establishment and support of associations, institutions, or conveniences calculated to benefit persons connected with the Association (not being members or former members thereof) or the dependents or connections of such persons, and to grant pensions and allowances and to make payments towards insurance to or for the benefit of such person and to make grants, subscribe or guarantee money for any charitable or benevolent objects or for any exhibition in which the Association may be interested.
- (h) To amalgamate or become affiliated with or to enter into any arrangement to work in conjunction with any company, association, institution or society not formed for profit and having objects in whole or in part similar to the objects of this Association.

3.

- (i) Generally to purchase, take on lease, or in exchange, hire or otherwise acquire, hold, manage, develop, improve, sell, exchange, enfranchise, demise, let, mortgage, convey, assign or dispose of or otherwise deal with any real or personal property or any rights or privileges which the Association may think necessary or convenient with reference to any of these objects or capable of being usefully dealt with in connection with any of the Association's property or rights for the time being. Provided that in case the Association shall desire to hold more land than the law shall for the time being permit it to hold without the licence of the Board of Trade such licence shall be obtained.
- (j) To construct, maintain and alter any houses or buildings or works necessary or convenient for the purposes of the Association.
- (k) Subject as provided in sub-clause (i) of this clause, to take any gift of property whether subject to any special Trust or not for any one or more of these objects of the Association.
- (l) To take such steps by personal or written appeals, public meetings or otherwise as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Association in the shape of donations, annual subscriptions or otherwise.
- (m) To print and publish any newspapers, periodicals, books or leaflets that the Association may think desirable for the promotion of its objects.
- (n) To invest and deal with the moneys of the Association not immediately required upon such securities and in such manner as may from time to time be determined, provided that moneys subject or representing property subject to the jurisdiction of the Charity Commissioners shall only be invested in such securities and with such sanction (if any) as may for the time being be prescribed by law.

- (o) To raise or borrow, or secure the payment of money in such manner and on such terms as may seem expedient.
- (p) To undertake and execute any Trusts which may seem directly or indirectly conducive to any of the objects of the Association.
- (q) To purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any one or more of the companies, institutions, societies or associations with which this Association is authorised to amalgamate.
- (r) To do all such other lawful things as are incidental or conducive to the attainment of the above objects.

Provided that the Association shall not support with its funds any object or endeavour to impose on or procure to be observed by its Members or others any regulation or restriction which if an object of the Association would make it a Trade Union.

Provided also that in case the Association shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales or Board of Education, the Association shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law, and as regards any such property the Managers or Trustees of the Association shall be chargeable for such property as may come into their hands, and shall be answerable and accountable for their own acts, receipts, neglects, and defaults, and for the due administration of such property in the same manner and to the same extent as they would as such Managers or Trustees have been if no incorporation had been effected, and the incorporation of the Association shall not diminish or impair any control or authority exercisable by the Chancery Division, the Charity Commissioners or the Board of Education over such Managers or Trustees, but they shall, as regards any such property, be subject jointly and separately to such control or authority as if the Association were not incorporated. In case the Association shall take or hold any property which may be subject to any trusts, the Association shall only deal with the same in such manner as allowed by law having regard to such trusts.

4. The income and property of the Association, whencesoever derived shall be applied solely towards the promotion of the objects of the Association as set forth in this Memorandum of Association; and no portion thereof shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to the Members of the Association. Provided that nothing herein shall prevent the payment, in good faith, of remuneration to any officer or servant of the Association or to any Member of the Association, in return for any services actually rendered to the Association, nor prevent the payment of interest at a rate not exceeding five per cent. per annum on money lent, or reasonable and proper rent for premises demised or let by any member to the Association, but so that no member of the council of management or governing body of the Association shall be appointed to any salaried office of the Association or any office of the Association paid by fees, and that no remuneration or other benefit in money or money's worth shall be given by the Association to any Member of such Council or governing body except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent, or reasonable and proper rent for premises demised or let to the Association. Provided that the provision last aforesaid shall not apply to any payment to any railway, gas, electric lighting, water cable or telephone company of which a Member of the council of management or governing body may be a Member or any other company in which such Member shall not hold more than one-hundredth part of the capital, and such Member shall not be bound to account for any share of profits he may receive in respect of any such payment.

5. No addition, alteration or amendment shall be made to or in the regulations contained in the Articles of Association for the time being in force unless the same shall have been previously submitted to and approved by the Board of Trade.

6. The fourth and fifth paragraphs of this Memorandum contain conditions on which a licence is granted by the Board of Trade to the Association in pursuance of Section 18 of the Companies Act, 1929.

7. The liability of the Members is limited.

8. Every Member of the Association undertakes to contribute to the assets of the Association, in the event of the same

being wound up while he is a Member, or within one year after he ceases to be a Member for payment of the debts and liabilities of the Association contracted before he ceases to be a Member, and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories amongst themselves, such amount as may be required not exceeding £5.

9. If upon the winding up or dissolution of the Association there remains after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Members of the Association but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Association, and which shall prohibit the distribution of its or their income and property among its or their Members to an extent at least as great as is imposed on the Association under or by virtue of Clause 4 hereof, such institution or institutions to be determined by the Members of the Association at or before the time of dissolution, or in default thereof by a Judge of the High Court of Justice having jurisdiction in regard to charitable funds, and if and so far as effect cannot be given to the aforesaid provisions then to some charitable object.

10. True accounts shall be kept of the sums of money received and expended by the Association and the matters in respect of which such receipts and expenditure take place, and of the property, credits, and liabilities of the Association; and, subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Association for the time being such accounts shall be open to the inspection of the Members. Once at least in every year the accounts of the Association shall be examined and the correctness of the balance sheet ascertained, by one or more properly qualified auditor or auditors.

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

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.	WITNESSES.
<del>Herbert Middleton</del> <del>1. Middlebeck Drive</del> <del>Masfley Plains</del> <del>Nottingham</del>	Elizabeth Schofield 50, Albert Rd, West Bridgford, Nottingham Clerk
Joseph Edward Raistrick 117 Paxford Road North Nibley Middlesex Machine Tool Engineers	Eunice Barron 171, Kingshill Drive, Kenton, Middx. Clerk.
Richard James Austin 1, Bagwell Road, Kings Heath Birmingham Machine Tool Merchant Centaur Tool Works, Birmingham	Irene Tomlinson 104, Wesley Green Ilton Warrick Clerk.
<del>Herbert Wood</del> <del>Sheffield</del> Harold Fernon 'Mayfield' Lane, Chapel Lane, Director of Limited Companies, Sheffield	Alfred William Hutton 11 Bockshutt Avenue Beauchief Sheffield Clerk
Charles Henry Byrne, 12, Lawson Rd. Sheffield. 10. Managing Director of:- W. Forrest & Co. Ltd. Sylvester Gardens, Sheffield. 1.	Mary Elizabeth Broadhead, 199 Oakbrook Road, Sheffield, 11 Clerk
Harry Weston 127 Birchwood Avenue Coventry Managing Director Limited Companies (Modern Machine Tools Ltd Coventry)	D. R. Lignett 24, Marsh Rd. Lata Clerk.

As the Solicitors engaged in the formation of this Company we certify that the alteration made in the second line of this page has been made with the knowledge and consent of the subscribers

Woodie Fundall



NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.	WITNESSES.
Frank's Balverley. Ellsmere. Lury Hall Drive. Brillor. Machine Tool Engineer. motor Bros machine's Ltd.	J. R. Hurstwick 117 Parkside Rd North Wembley Engineer. Moddy
21 West Compton Street, London S.W. 19 Herbertson, Herts Machine Tool Engineer Arthur T. B.	D. R. Kignell 24 Marsh Rd. Luton Clerk.
Edward John Fox Brancey 16 St. John Ave. Hill Street London N.W. 7 Company Director	John Teardale Moore 11, Cyren Ave Edendale London N.W. 9 Secretary
James Lewis Hilton. 69 Madmanth Rd London N.W. 2 Lottan Machine Tool Co. Ltd Director	C. J. Levy (Hills). 14, Park Gardens, Golders Green, W. 11. Secretary.

DATED the 25<sup>th</sup> day of August, 1942.