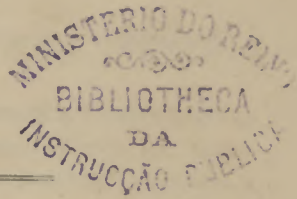


THE
PORTUGUESE CONTRACT COMPANY
(LIMITED).

MEMORANDUM AND ARTICLES OF
ASSOCIATION.

LONDON:
PRINTED BY HARRISON & SONS, ST. MARTIN'S LANE
1864.

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MEMORANDUM OF ASSOCIATION

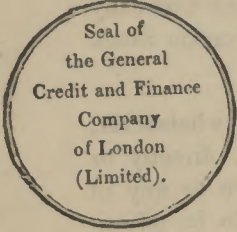
OF THE

PORTUGUESE CONTRACT COMPANY

(LIMITED).

- I. The Name of the Company is the "Portuguese Contract Company (Limited)."
- II. The Registered Office of the Company will be situate in England.
- III. The objects for which the Company is established, are:—
 - (a). The carrying into execution of a Contract for the Construction of certain Works for the South Eastern of Portugal Railway Company (Limited), and the supplying of certain Stock to the said Company.
 - (b). The doing of all other things whatsoever, which the Company shall think directly or indirectly incidental or conducive to any of the aforesaid objects, or likely to be advantageous to the Company in connection therewith, and the doing of all things, and the exercising of all powers, provided for or contained in the Articles of Association of the Company.
- IV. The liability of the Members is limited.
- V. The nominal Capital of the Company is £360,000, divided into 18,000 Shares of £20 each, with power to increase, as provided by the Articles of Association.

WE, the several Persons whose Names and Addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association; and we respectively agree to take the number of shares in the Capital of the Company set opposite our respective names.

Names.	Addresses.	Descriptions.	No. of Shares taken by each Subscriber.
Samuel Laing	No. 6, Kensington-gardens-terrace, Bayswater, in the County of Middlesex	Esquire	3,750
The General Credit and Finance Company of London (Limited)	No. 7, Lothbury, in the City of London	..	3,000
			
<p>The Seal affixed in the presence of—</p> <p style="margin-left: 40px;">GEORGE WORMS, <i>Director.</i></p> <p style="margin-left: 40px;">R. J. BUTLER, <i>Secretary.</i></p>			
J. T. Maekenzie	No. 41, Treadneedlo-street, in the City of Loudon	Esquire	4,500

Names.	Addresses.	Descriptions.	No. of Shares taken by each Subscriber.
M. E. Rodocanachi	No 29, Finsbury-circus, Finsbury, in the County of Middlesex	Merchant	1,500
Emile d'Erlanger	Rue Chaussee d'Autin, Paris, in the Empire of Franco	Banker	1,500
Julius Beer	No. 11, Angel-court, in the City of Loudon	Banker	750
Charles Waring	No. 5, Victoria-street, Westminster, in the County of Middlesex	Contractor	1,500
Brandeis Weikersheim	Vienna, in the Empire of Austria	Banker	1,500
Total Shares taken		..	18,000

Dated this fifteenth day of December, 1864.

Witness to the above Signatures of Samuel Laing, James Thompson Mackenzie, Michel Emmanuel Rodocanachi, Julius Paul Beer, Charles Waring, Brandeis Weikersheim, and to the affixing of the Seal of the General Credit and Finance Company of London (Limited),

SID. P. SMITH, 6, Victoria-street, Westminster,
Gentleman.

Witness to the above Signature of Emile d'Erlanger,

PHILIP F. ROSE, 6, Victoria-street, Westminster,
Gentleman.

Articles of Association

OF THE

PORTUGUESE CONTRACT COMPANY

(LIMITED).

THE South Eastern of Portugal Railway Company Limited (hereinafter referred to as "The Railway Company"), under a concession granted by the Portuguese Government (hereinafter referred to as "The Original Concession"), constructed a railway from Vendas Novas to Evora and Beja, in the kingdom of Portugal, and became entitled to work and maintain the same for the term of 99 years.

The Portuguese Government granted to the Railway Company a Concession (hereinafter referred to as "The Supplemental Concession"), dated the 23rd day of May, 1864, whereby the said Government conceded to the Railway Company the existing line of railway from Barreiro to Vendas Novas, with a branch to St. Ubes, with its sanction for them to work the same for the time during which, according to the terms of the original Concession, the Railway Company may work its original line; and the said Government also conceded to the Railway Company the working for the same period of three lines of railway which the Railway Company thereby undertook to make, namely, a line from Evora to Crato, an extension of the line from Beja to the Spanish frontier, in the direction of Seville, and an extension of the line from Beja to some point on the Algarve coast to be determined.

By this Concession, the continuation of the Beja line, from the right bank of the Guadiana to the frontier, was made dependent on certain contingencies.

The said Supplemental Concession was subject to certain terms and stipulations therein contained.

The caution money, in respect of the Supplemental Concession, amounting to £20,000, was paid by James Thompson Mackenzie.

By an indenture bearing date the 2nd day of August, 1864, and made between the Railway Company of the one part and the said Mr. Mackenzie of the other part, the said Mr. Mackenzie covenanted with the Railway Company for the construction of the lines of railway comprised in the Supplemental Concession, and for the performance of the other acts and things in the said indenture respectively mentioned, upon the terms therein specified. As part of the consideration for such works of construction, the Railway Company covenanted to deliver to the said Mr. Mackenzie certain fully paid up shares of the Company of £20, and certain debentures of £100 each.

By another indenture of even date with the last-mentioned indenture, and made between the said Mr. Mackenzie of the one part, and the Railway Company of the other part, the said Mr. Mackenzie covenanted, in certain contingencies therein appearing, for the payment of the amount of certain bonds issued by the Railway Company.

By an indenture bearing date the 3rd day of August, 1864, and made between William Waring, Henry Waring, and Charles Waring, of the one part, and the said Mr. Mackenzie of the other part, the said

Messrs. Waring contracted with the said Mr. Mackenzie for the construction of the lines of railway comprised in the Supplemental Concession (except the continuation of the Beja line from the right bank of the Guadiana to the frontier), and also, in the event of the Railway being required to construct such continuation, then for the construction of the same, with the exception of the bridge over the Guadiana.

By heads of agreement bearing date the said 3rd day of August, 1864, and made between the said Mr. Mackenzie of the one part and the said Messrs. Waring of the other part, the said Messrs. Waring agreed with the said Mr. Mackenzie to perform the necessary works for widening the line from Barricero to Vendas Novas.

By an agreement bearing date the 4th day of August, 1864, and made between the said Mr. Mackenzie of the one part and the several other persons who are subscribers to the Memorandum of Association of the Company hereby constituted, it was agreed that the said parties thereto should be interested in the said contract with the Railway Company, in shares corresponding with the shares in the Company subscribed for by them respectively in the said Memorandum of Association, in the manner in the said agreement mentioned. The said parties to the last-mentioned agreement have determined to form themselves into a Company, with limited liability, for the purpose, amongst other things, of carrying the said contract into effect, and the said parties thereto, other than the said Mr. Mackenzie, covenanted to indemnify him in manner therein appearing.

A draft indenture has been prepared, which it is intended shall be executed by the persons named as parties thereto, and such indenture is expressed to be

made between the said Mr. Mackenzie, of the first part, the said persons who were parties to the said agreement of the 4th August, 1864, except the said J. T. Mackenzie, of the second part, and the Company, of the third part; and thereby the said Mr. Mackenzie purports to assign to the Company the benefit of the said three indentures of the 2nd and 3rd days of August, 1864, and of the said heads of agreement of the 3rd day of August, 1864, and the said sum of 20,000*l.* caution money; and the Company purports to covenant with the said parties thereto of the first and second parts to perform all things on the part of the said Mr. Mackenzie, to be performed under or by virtue of the indentures and heads of agreement or any of the said instruments, and to indemnify the said Mr. Mackenzie against all non-performance or non-observance of the covenants and stipulations on his part contained in the said indentures and heads of agreement, and also to bring the said 20,000*l.* into account as a payment on behalf of the Company by the said Mr. Mackenzie; and also to pay to the said Mr. Mackenzie a commission of *£*1 per cent. upon all sums expended in carrying into effect the said contract, such commission to cease on the death of the said J. T. Mackenzie, or his forfeiting any of the shares held by him in the Company or his transferring the same without the written consent of the said parties thereto of the second part; and also that until all and singular the covenants and stipulations therein contained and on the part of the Company to be performed and observed had been performed and observed, no share then held by any person party thereto of the first or second parts should be transferred without the written consent of all the other persons parties thereto of the first and second parts, or their respective executors or administrators.

By another indenture, hereinafter called the Deed of Covenant, made between the several persons who have subscribed the Memorandum of Association, except the said J. T. Mackenzie, of the first part, and the said J. T. Mackenzie of the second part, the said parties thereto of the first part entered into certain limited covenants of indemnity in respect of the said contract with the said J. T. Mackenzie, and it was thereby provided that until the completion of the said contract and the performance of all the covenants in the last above stated indenture contained and on the part of the Company to be performed, no one of the parties thereto should transfer any share then held by him in the Company without the written consent of all the other parties thereto, or their respective executors or administrators; and further that none of the parties thereto of the first part should be released from the liability thereby created by the fact of his transferring any of the shares held by him in this Company, unless all the parties thereto should by deed concur in releasing the person making such transfer or disposition.

A letter addressed by the said Mr. Mackenzie to M. Bernen Phillipon, of Lisbon, twenty per cent. of the clear net profits, as therein defined, to be derived from the said contract with the Railway Company, were appropriated to the said M. Phillipon.

Copies of all the instruments and draft indenture above recited or referred to, and of the schedules thereto respectively, can be seen at the offices of the Company, No. 7, Lothbury, in the city of London, or at the offices of the Company's solicitors, Messrs. Baxter, Rose, Norton, and Co., No. 6, Victoria Street, in the city of Westminster.

Now it is agreed as follows :

1. The regulations contained in Table A in the first schedule to the "Company's Act, 1862," shall not apply to the Company.

INTERPRETATION.

2. In the construction of these Articles, the following words and expressions shall have the meanings hereby assigned to them respectively, so far as such meanings are not excluded by the context or subject-matter (that is to say): words importing the singular number only shall include the plural, words importing the plural number only shall include the singular; words importing the masculine gender only shall include the feminine; and the word 'month' shall mean calendar month.

AGREEMENT.

3. All Members the Company shall be deemed to have notice of all the stipulations and provisions of the said instruments and draft indentures hereinbefore recited or referred to, and also of the fact that the said Mr. Maekenzie and Messrs. Waring have subscribed the Memorandum of Association of this Company. The Company shall, on its incorporation, become and be liable to perform all the obligation of the said letter addressed to the said M. Phillipon. X

SHARES.

4. The nominal capital of the Company is £360,000 divided into 18,000 shares of £20 each, the whole

of which have been allotted to the persons who have subscribed the Memorandum of Association, in manner therein appearing.

5. The persons having signed the Memorandum of Association shall be deemed to have accepted the shares thereby expressed to be taken by them. In the event of any issue of new shares, any person having signed an application for shares in such form as the Directors may determine, shall be deemed to have accepted the number of shares allotted to him in pursuance of such application.

6. The Company may receive such amount by way of deposit as they shall think fit, and also from time to time make such calls upon the Members, in respect of all moneys unpaid on their shares, as they think fit.

7. Each Member shall be liable to pay the amount of the deposit and calls on his share, to the persons and at the times and places appointed by the Company, provided that ten days' notice at the least of each such call shall have been duly given to him.

8. A call shall be deemed to have been made, at the time when the resolution of the Board of Directors such call was passed.

9. If before or on the day appointed for payment, any Member shall not pay the amount of any deposit or call to which he is liable, in respect of any share, then the holder for the time being of such share shall be liable to pay interest for the same at 11. per cent. above the Bank of England rate for the time being from the day appointed for the payment to the time of the actual payment.

10. The Directors may, if they think fit, receive from any of the Members willing to advance the same, all or any part of the moneys due upon their respective shares, beyond the sums actually called for. Upon the moneys so paid in advance, or so much thereof as from time to time shall exceed the amount of the calls payable upon the shares in respect of which such advance shall have been made, the Directors may pay interest at such rate as the Members paying such sum in advance and the Directors may agree upon, but the amount for the time being in advance of calls shall not be included or taken into account in the payment of dividends.

11. If several persons be registered as joint holders of any share, any one of such persons may give effectual receipts for any dividend or other sum of money payable in respect of such share.

12. Every Member shall, on payment of such sum (if any) as the Company may prescribe, be entitled to a certificate under the Common Seal of the Company, specifying the share or shares held by him, and the amount paid up thereon, and if such certificate be worn out or lost, it may be renewed on the payment of such sum, if any, as the Company may prescribe; provided that the Board of Directors may require such evidence of the said certificate being worn out or lost, and may require such indemnity as they from time to time think fit.

TRANSFER AND TRANSMISSION OF SHARES.

13. The executors or administrators or other legal personal representatives of a deceased Member shall be the only persons recognized by the Company as having any title to a share held by such deceased Member.

14. Any person becoming entitled to a share in any other way than by voluntary transfer, may be registered as a Member upon such evidence being produced as may from time to time be required by the Company.

15. Any person who shall have become entitled in any way other than by voluntary transfer or allotment to a share, may, instead of being registered himself, elect to have some person to be named by him registered as the holder of such share, and shall testify such election by executing to his nominee a transfer of such share.

16. Until all and singular the covenants and stipulations contained in the indenture intended to be executed as hereinbefore is recited, and on the part of the Company to be performed and observed, have been performed and observed, or until the cesser of the said commission payable to the said James Thompson Maekenzie shall have been fully performed and observed; no person shall be registered as a transferee of any share, without the sanction of the said James Thompson Maekenzie, his executors, administrators, or assigns, previously given in writing, and whilst and so often as the Company shall owe any sum of money to the General Credit and Finance Company of London, Limited, no person shall be registered as a transferee of any share, without the sanction of the last-named Company, testified by writing under the hand of the General Manager or of two Directors thereof, provided that the registration of a transfer in the books of the Company shall be *prima facie* evidence of such sanctions having been given.

17. Until all and singular the covenants and stipulations contained in the indenture intended to be exe-

uted, as hereinbefore is recited, and on the part of the Company to be performed and observed have been performed and observed; no share now held by any person who was a party to the deed of covenant shall be transferred without the written consent of all the other persons parties to the said deed, or their respective executors or administrators.

18. No transfer of any share shall affect the liabilities created by the deed of covenant, unless it be accompanied by such a release of the liabilities thereunder as is thereby provided for.

19. Every instrument of transfer of a share shall be presented to the Company, accompanied with the certificates of the shares to be transferred, and such evidence as the Company may require to prove the title of the transferor. Upon such evidence being produced, and the necessary sanctions being given, the Company shall register the transferee as a Member, and when registered the instrument of transfer shall be deposited with and kept by the Company.

20. The transfer books may be closed during the fourteen days immediately preceding the ordinary general meeting each year, and at such other time as the Company may direct, not exceeding in all twenty-one days in each year.

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

22. Shares in the Company shall be transferred in the following form, or as near thereto as circumstances will permit:—

I, of in consideration
of the sum of £
paid to me by of do
hereby transfer to the said the share (or
shares) numbered standing in my name
in the books of the Portuguese Contract Com-
pany (Limited), to hold unto the said his
executors, administrators, and assigns, subject
to the several conditions on which I held the
same at the the time of the execution hereof,
and I the said do hereby agree to take
the said share (or shares) subject to the same
conditions. As witness our hand the
day of 186 .

FORFEITURE OF SHARES.

23. If any Member fail to pay any call due on the appointed day, the Company may at any time thereafter, during such time as the call remains unpaid, give notice requiring him to pay such call, together with any interest that may have accrued by reason of such non-payment.

24. The notice shall name a further day and place or places on and at which such call and all interest and expenses which may have accrued by reason of such non-payment are to be paid. It shall also state that in the event of non-payment at the time and place appointed the shares in respect of which such call was made will be liable to be forfeited.

25. If the requisitions of any such notice as afore-said be not complied with, any share in respect of which

such notice shall have been given may at any time thereafter be forfeited by a resolution of the Directors to that effect.

26. Any share so forfeited shall thereupon become the absolute property of the Company, and may be disposed of in such manner as the Company may think fit.

27. Any Member whose shares have been forfeited shall, notwithstanding, be liable to pay to the Company all calls and interest owing upon such shares at the time of the forfeiture, without any deduction or allowance in respect of the value of such shares at the time of the forfeiture, but the Directors may waive the forfeiture on such terms as they may think fit.

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

INCREASE OF CAPITAL.

29. The Company may from time to time, by resolution of a General Meeting, of the intention to propose which resolution previous notice has been given, increase the amount of its capital, and such increase may be made either by the creation of new shares, with or without any preference, priority, or guarantee, or other special terms, or in such manner whatsoever as may be specified in such resolution, and the Company shall carry such resolution into effect in such way as it shall deem most expedient: subject nevertheless to the provisions of these Articles, and subject also to any special directions which may be given in reference thereto by the Meeting at which such special resolution shall be passed.

30. Any capital raised by the creation of new shares shall, subject and without prejudice to any preference, priority, guarantee, or special terms affecting the same, be considered as part of the original capital, and shall be subject to the same provisions in all respects, whether with reference to the payment of calls, the forfeiture of shares, or otherwise, as if it had been part of the original capital.

31. Unless it be otherwise provided by the Company in general meeting, the sum so to be raised by the creation of new shares shall be divided into shares of such an amount as will conveniently allow the same to be apportioned amongst the then Members, in proportion to the existing shares held by them respectively, and such new shares shall be offered to the then Members in the proportion aforesaid; and such new shares as shall not be accepted by the said Members shall be disposed of in such manner, and on such terms, and at such times as the Directors may think best for the benefit of the Company.

BORROWING OF MONEY.

32. The Directors may at any time, and from time to time, borrow any sum or sums of money, either by way of mortgage of the whole or any part of the assets of the Company, or in any other manner whatsoever.

GENERAL MEETING.

33. The Ordinary General Meetings shall be held at such time and place as may be appointed by the Directors. The first of such Meetings shall be held in the year 1865.

34. The Directors may, whenever they think fit, and they shall upon a requisition, in writing, signed by at least three Members entitled to vote, holding in the aggregate not less than one-third of the shares of the Company for the time being issued, convene an Extraordinary General Meeting.

35. Any requisition so made by the Members shall express the object of the Meeting proposed to be called, and shall be left at the Registered Office of the Company. Upon the receipt of such requisition the Directors shall forthwith proceed to convene an Extraordinary General Meeting. If such Meeting be not so convened within twenty-one days from the receipt of the requisition, the requisitionists, or any other Members entitled to vote and holding the required number of shares, may themselves convene such a Meeting, and the expenses of the holding of the same shall be paid out of the funds of the Company.

36. At least seven, and not more than fourteen days' notice, specifying the place, the time, the hour of Meeting, and the purpose for which any General Meeting, or any adjournment thereof, is to be held, shall

be given to each Member in the manner hereinafter mentioned, but this shall not apply to any Adjourned Meeting unless adjourned for at least ten days, provided that the non-receipt of such notice by any Member shall not invalidate the proceedings of any General Meeting.

37. Any Member entitled to vote may, on giving not less than four days' notice, submit any resolution to a Meeting beyond the matters contained in the notice given of such Meeting, and such notice shall be given by leaving a copy of the resolution at the Registered Office of the Company.

38. No business shall be transacted at any Meeting except as hereinafter mentioned, unless there be present personally, or by proxy, at the first commencement of the business, not less than three Members entitled to vote.

39. If within one hour from the time appointed for the Meeting the required number of Members be not present, the Meeting, if convened upon the requisition of the Members, shall be dissolved. In any other case it shall stand adjourned to such time and place as the Directors may appoint, or, in default of appointment, till that day week, or if that day week shall be a holiday, to the next working day thereafter, at the same time and place; and at such Adjourned Meeting the business of the Meeting shall be transacted, whatever be the number of the Members present.

40. The Chairman of the Board of Directors shall preside as Chairman at every Meeting of the Company. If there be no such Chairman, or if at any Meeting he be not present at the time of the commencement of business, the Members present shall choose some one of their number to be Chairman of such Meeting.

41. The Chairman shall, upon the resolution of the Meeting, adjourn any Meeting from time to time, and from place to place; but no business shall be transacted at any Adjourned Meeting other than the business left unfinished at the Meeting from which the adjournment took place.

42. Every question shall be decided by a show of hands, unless upon or immediately after such show of hands a poll be demanded by at least three Members entitled to vote, and holding in the aggregate not less than one-third of the then issued share capital; but no poll shall be allowed on a question of adjournment of the Meeting.

43. If a poll be demanded, the same shall be taken in such manner as the Chairman of the Meeting shall direct, and he shall have power to adjourn the Meeting for a reasonable time for the purpose of taking such poll, either before or after proceeding with any other business to be transacted at the Meeting. The result of such poll shall be deemed to be the resolution of the Company in General Meeting.

44. A declaration by the Chairman of the Meeting that a resolution has been carried, whether after a poll or otherwise, and an entry to that effect in the book of proceedings of the Company, shall be *prima facie* evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against such resolution.

45. Any resolution in writing recommended by the Board, and a notice thereof to all the Members sanctioned, in writing, by the holders of at least three-fifths of the then issued shares, shall, except for the dissolution of the Company, be as valid and effectual as a resolution of a General Meeting, or a special resolution.

VOTES OF SHAREHOLDERS.

46. Each Member shall have one vote for every share held by him.

47. In case of equality of votes, the Chairman of the Meeting shall have a casting vote in addition to his original votes.

48. If any Member be a lunatic or idiot, he may vote by his committee, *curator bonis*, or other legal curator, or by any one of such committees or curators, if more than one; and if any Member be a minor, he may vote by his guardian, tutor, or curator, or by any one of such guardians, tutors, or curators, if more than one.

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

50. No Member shall be entitled to vote at or to attend any Meeting, while any call or interest due from him is in arrear, nor shall he be entitled to vote at any Meeting held more than three months after the registration of the Company, in respect of any share, until he shall have been possessed thereof for at least three months.

51. Votes may be given personally or by proxies. A proxy shall be appointed in writing, under the hand of the appointor, or if such appointor be a corporation, under their common seal, and such writing shall be in the form or to the effect following:—

THE PORTUGUESE CONTRACT COMPANY (LIMITED).

I _____ of _____
 a Member of the
 above named Company hereby appoint
 of _____ also a Member
 of the said Company to be my proxy at the
 ordinary [*or extraordinary or adjourned*] General
 Meeting of the Company to be held on the
 day of _____ next, and at
 any adjournment thereof [*or at any Meeting of*
 the Company that may be held in the year
 18), and to vote for me, and in my name,
 upon all questions before such Meeting or
 Meetings.

As witness my hand this _____ day of
 186 .

52. No person shall be appointed a proxy, who is not a Member entitled to vote, and the instrument or mandate appointing him shall be deposited at the Registered Office of the Company, not less than four days before the time of holding the Meeting at which he proposes to vote. No instrument appointing a proxy shall be valid, after the expiration of twelve months from the date of its execution.

53. No acts and votes done and given by a proxy, shall be rendered invalid by the revocation of the appointment by death or otherwise, until proof of such death or revocation shall have been given to the Board of Directors.

DIRECTORS.

54. The following persons shall be the first Directors of the Company, namely,

JULIUS PAUL BEER, Esq.
 EMILE D'ERLANGER, Esq.
 SAMUEL LAING, Esq.
 JAMES MACDONALD, Esq.
 JAMES THOMPSON MACKENZIE, Esq.
 MICHEL EMMANUEL RODOCANACHI, Esq.
 PHILIP ROSE, Esq.
 CHARLES WARING, Esq.
 BRANDEIS WEIKERSHEIM, Esq.

55. No person, not being a Director named in these Articles, or who may hereafter be elected to fill up any vacancy, shall be eligible to the office of Director, unless he be the holder of at least twenty shares, and unless all calls made on all his shares shall have been paid.

56. The number of Directors shall not be less than three.

57. It shall be no objection to the appointment as Directors of the said Charles Waring and Philip Rose that the said Charles Waring is interested as aforesaid in the execution of the said contract, and that the said Philip Rose is one of the solicitors to the Company. They shall, as such contractor and solicitor, be entitled to their full remuneration as if they were not Directors.

58. Each Director shall, for every attendance, receive the sum of £3 3s., and the Chairman shall, for every attendance, receive the sum of £6 6s.

POWERS OF DIRECTORS.

59. The Directors shall have the management of all the affairs and business of the Company, and shall conduct the same in such manner as they in their discretion shall think fit, and shall exercise all such powers of the Company as are not by any statute for the time being in force, or by these Articles of Association declared to be exercisable by the Company in General Meeting, subject to the regulation of these Articles of Association, and to such valid regulations as may from time to time be prescribed by the Company in General Meeting, but no regulation made by the Company in General Meeting shall invalidate any prior acts of the Directors which would have been valid if such regulation had not been made.

60. In particular, and without prejudice to the generality of the Article lastly hereinbefore contained, it shall be lawful for the Directors, from time to time, to do all or any of the matters and things following; that is to say,

- A. To pay the preliminary expenses of and incidental to the formation of the Company.
- B. To execute the said proposed indenture mentioned in the recitals to these Articles, with such variations, if any, as the Directors may think fit, and to carry into effect all the provisions and stipulations thereof, and also of the other indentures and instruments mentioned in the said recitals.
- C. To enter into agreements for the variation or extension of the said contract.
- D. To exercise all or any of the powers given by the Companies' Seals Act, 1864, which powers

the Company is hereby expressly authorised to exercise.

- E. To appoint and remove such secretaries, manager, engineers, solicitors, and such other agents and attorneys for the Company in England, Portugal, or elsewhere, and to confer on them respectively such powers, not exceeding the powers of the Board of Directors, as they might think fit.
- F. To borrow any sum or sums of money in pursuance of Article 31.
- G. To concur with any other company or person in carrying into effect any purpose or object of the Company.
- H. To make such provision as the Directors may, from time to time, think fit for the deposit with the General Credit and Finance Company of London, Limited, of all or any of the shares and debentures which may be received by the Company under the provisions of the said indentures of the 2nd day of August, 1864, for the proper application and disposition of the same.
- I. To superintend all the financial arrangements of the Company, to draw, endorse, and accept bills of exchange and promissory notes on behalf of the Company, and to make such arrangements with the General Credit and Finance Company of London, Limited, or any other Bank or Finance Company or firm, in respect of the finances and the general business of the Company as the Directors may from time to time think fit.

61. The Board of Directors may delegate any of their powers to any one Member of their body, or to

Committees consisting of more than one such Member, as they may think fit. Any person or persons acting under such delegation shall, in the exercise of the powers delegated to him or them, conform to the regulations prescribed by the Board of Directors.

62. All acts done by the Board or by any Delegate or Committee of the Directors, shall, notwithstanding there was some defect in their or any of their appointment, or that they or any of them were or was disqualified, be as valid so far as regards the protection of third persons as if they respectively were duly appointed and qualified.

DISQUALIFICATION OF DIRECTORS.

63. The office of Director shall be vacated,—

- A. If he resign the office.
- B. If he cease to hold his qualification.
- C. If he become bankrupt or compound with his creditors.

64. No Director shall be disqualified by reason of his being a Member or Director of the Railway Company, or of any company with which the Company may enter into any contract; nor as to the said Charles Waring and Philip Rose by reason of their respectively being such contractor and solicitor of the Company as aforesaid.

ROTATION OF DIRECTORS.

65. The first Directors of the Company shall remain in office until by the resolution of some General Meeting of the Company; their term of office shall be de-

clared to have expired, and thereupon the Directors for the time being shall retire from office, and the General Meeting shall by resolution provide as to the rotation or succession of the Directors.

66. Any casual vacancy occurring among the Directors may be filled up by the Board of Directors.

PROCEEDINGS OF DIRECTORS.

67. The Directors may meet together for the despatch of business, adjourn, and otherwise regulate their Meetings as they may think fit. The quorum necessary for the transaction of business shall from time to time be determined by the Board.

68. Questions arising at any Meeting shall be decided by a majority of votes.

69. Each Director present shall have one vote. In case of an equality of votes the Chairman, in addition to his original votes, shall have a casting vote.

70. On the request of a Director the Secretary shall at any time summon a Meeting of the Directors.

71. The Directors may select a Chairman of the Board, and determine the period for which he is to hold office; but if no Chairman be elected, or if at any Meeting the Chairman be not present at the time appointed for holding the same, the Directors present shall choose some one of their number to be Chairman of such Meeting.

72. Any Committee of Directors may elect a Chairman of such Committee, may determine the quorum necessary to proceeding with business, and otherwise regulate the proceedings of such Committee.

73. Minutes shall be made in books provided for the purpose—

- A. Of the names of the Directors present at each Meeting of Directors and Committee of Directors.
- B. Of all orders made by, and resolutions and proceedings of, the Directors and Committee of Directors.

EVIDENCE.

74. Any Minute of any General Meeting of the Company, or Meeting of any Board of Directors or Committee thereof, if signed by any person purporting to be the Chairman of such Meeting or (as the case may be) to be such Committee, shall be receivable in evidence of the facts therein stated without further proof.

75. Any copies of or extracts from any minutes of any General Meeting of the Company, or any Meeting of any Board of Directors or Committee thereof, which shall, by the signature of any person purporting to be the Chairman of the Company, be certified to be a true and correct copy of, or extract of, any such minutes, shall be receivable in evidence in the place of the original or originals respectively.

76. A writing under the hand of the said James Thompson Mackenzie, or on his decease of a majority of the then Members of the Company, endorsed on the said indenture so intended to be executed as hereinbefore is recited, certifying that all and singular the covenants and stipulations contained in the said indenture, and on the part of the Company to be performed and observed, have been fully performed and observed, shall be conclusive evidence in favour of all persons of the matter therein certified.

INTEREST AND DIVIDENDS.

77. On the conclusion of the contract with the Railway Company, the net assets of the Company, including all such of the shares and debentures of the Railway Company as may not have been converted or otherwise disposed of for the purposes of the present Company, but after payment of all debts and liabilities, including the per centages of twenty per cent. and one per cent. respectively, payable under the said letter to the said M. Phillipon, and the said indenture so intended to be executed as aforesaid shall be divided amongst the Members in proportion to their shares, and shall accordingly be paid, assigned, and transferred in its specific form. +

78. The Company may deduct from any sum payable to any Member all such sums of money as may be due from him to the Company on account of calls or otherwise.

79. Notice of any division of assets that may be made, shall be given to each Member as hereinafter provided with respect to notices in general; and all shares of assets unclaimed for five years, after having been declared, may be declared by the Directors to be forfeited for the benefit of the Company, and shall thereupon be carried to the credit of the Company.

80. No share of assets shall bear interest as against the Company.

ACCOUNTS.

81. The Directors shall cause proper and accurate accounts to be kept of the affairs and transactions of the Company.

82. The books of account shall be kept at the Registered Office of the Company, and shall, subject to such reasonable restrictions as to the time and manner of inspecting the same as may be imposed by the Directors, be open to the inspection of the Members between the hours of ten in the morning and four in the afternoon in the seven working days preceding and the seven working days following every Ordinary General Meeting of the Company.

83. At the Ordinary Meeting in each year the Directors shall lay before the Company a statement of the income and expenditure for the past year, made up to the previous 31st day of December.

84. A balance sheet shall be made out in every year and laid before the Ordinary General Meeting of the Company, and such balance sheet shall contain a summary of the property and liabilities of the Company, and shall show separately the transactions relating to each distinct contract undertaken by the Company.

AUDIT.

85. Once in each year the accounts of the Company shall be examined and the correctness of the balance sheet ascertained by an Auditor.

86. The first Auditor shall be named by the Board of Directors. He shall remain in office until, by a resolution of the Company in General Meeting, his term of office shall be declared to have expired. Subsequent Auditors shall be elected by the Company in General Meeting for such periods as shall be expressed in the resolution.

87. The Auditors may or may not be Members of the Company. No person shall be eligible as an Auditor who is interested in any transaction of the Company otherwise than as a Member of the Company.

88. The first Auditor shall, as remuneration for his services as Auditor, receive such sum as the Directors of the Company may think fit.

89. The remuneration of all future Auditors shall be fixed by the Company at the time of their election, or if not then, by the Board of Directors.

90. Any Auditor shall be re-eligible on his quitting office.

91. If any casual vacancy occur in the office of Auditor, the Directors shall appoint another person to act as Auditor until the next General Meeting of the Company.

92. If no election or appointment of auditors be made in manner aforesaid, the Board of Trade may, on the application of any Member, or Members holding in the aggregate not less than one-tenth part of the share capital of the Company for the time being issued, appoint an Auditor for the current year, and fix the remuneration to be paid to him by the Company for his services.

93. The Auditor shall be supplied with a copy of the Balance Sheet, and it shall be his duty to examine the same, with the accounts and vouchers relating thereto, and to make from the Directors and Officers of the Company all proper inquiries in reference to the accounts and affairs of the Company.

NOTICES.

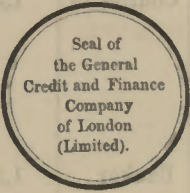
94. Notices requiring to be served by the Company upon the Members may be served either personally, or by leaving the same at, or sending them through the post to, the registered places of abode of the Members.

95. All notices given to the Members, whether residing in England or elsewhere, by post, shall be deemed to have been given on the day next following that on which the same shall have been posted.

96. All notices with respect to any share to which two or more persons are jointly entitled, may be given to whichever of the said persons is named first in the Register of Members.

DISSOLUTION OF THE COMPANY.

97. The Company shall be dissolved whenever the Company shall, by resolution of a General Meeting specially called for the purpose, resolve that it is expedient to dissolve the Company, and either all the contracts and obligations of the Company have been fully performed, or the person or persons entitled to call on the Company for the performance of any contract or obligation not fully performed has assented in writing to the dissolution of the Company, provided that, if any such assent as aforesaid has been given conditionally on the appropriation of any fund to answer any unsatisfied obligation, or any other terms, such conditions and terms shall be observed in the dissolution of the Company.

Names.	Addresses.	Descriptions.	No. of Shares taken by each Subscriber.
Samuel Laing	No. 6, Kensington-garden-terrace, Bayswater, in the County of Middlesex	Esquire	3,750
The General Credit and Finance Company of London (Limited)	No. 7, Lothbury, in the City of London	..	5,000
			
The seal affixed in the presence of—			
GEORGE WORMS, <i>Director.</i>			
R. J. BUTLER, <i>Secretary.</i>			
J. T. Mackenzie	No. 41, Threadneedle-street, in the City of London	Esquire	4,500
M. E. Rodecanachi. . .	No. 29, Finsbury-circus, Finsbury, in the County Middlesex	Merchant	1,500

Names.	Addresses.	Descriptions.	No. of Shares taken by each Subscriber.
Emile d'Erlanger	Rue Chaussée d'Autin, Paris, in the Empire of France	Banker	1,500
Julius Beer	No. 11, Angel-court, in the City of London	Banker	750
Charles Waring	No. 5, Victoria-street, Westminster, in the County of Middlesex	Contractor	1,500
Brandeis Weikersheim ..	Vienna, in the Empire of Austria	Banker	1,500

Dated this fifteenth day of December, 1864.

Witness to the above signatures of Samuel Laing, James Thompson Mackenzie, Michel Emmanuel Rodocanachi, Julius Paul Beer, Charles Waring, Brandeis Weikersheim, and to the affixing of the seal of the General Credit and Finance Company of London (Limited),

SID. P. SMITH, 6, Victoria Street, Westminster,
Gentleman.

Witness to the above signature of Emile d'Erlanger,

PHILIP F. ROSE, 6, Victoria Street, Westminster.
Gentleman.

No. 1760 c.N.L. 1636

CERTIFICATE OF INCORPORATION
OF THE
PORTUGUESE CONTRACT COMPANY
(LIMITED).

I HEREBY CERTIFY, That the Portuguese Contract Company (Limited) is this day Incorporated under the Companies' Act, 1862, and that this Company is Limited.

Given under my hand, at London, this nineteenth day of December, one thousand eight hundred and sixty-four.

(Signed) E. C. CURZON,
Registrar of Joint Stock Companies.

The INDENTURE referred to in the foregoing
Articles as "a draft Indenture"

THIS INDENTURE, made the fifteenth day of December, in the year of our Lord one thousand eight hundred and sixty-four, between James Thompson Maekenzie, of Threadneedle-street, in the City of London, Esq., of the first part, and the several persons whose names and seals are in the schedule hereto subscribed and set to these presents (except the said J. T. Maekenzie) of the second part, and the Portuguese Contract Company, Limited (hereinafter referred to as the Contract Company), of the third part. Whereas the South-Eastern of Portugal Railway Company, Limited (hereinafter referred to as "The Railway Company"), under a Concession granted by the Portuguese Government (hereinafter referred to as "The Original Concession), constructed a railway from Vendas Novas to Evora and Beja, in the Kingdom of Portugal, and became entitled to work and maintain the same for the term of ninety-nine years: And whereas the Portuguese Government granted to the Railway Company a Concession (hereinafter referred to as "The Supplemental Concession"), bearing date the twenty-third day of May, one thousand eight hundred and sixty-four, whereby the said Government conceded to the Railway Company the existing line of railway from Barreiro to Vendas Novas, with a branch to S'Ubes, with the sanction of the said Government, for the Railway Company to work the same for the time during which, according to the terms of the

Original Concession, the Railway Company may work its original line, and the said Government also conceded to the Railway Company the working for the same period of three lines of railway, which the Railway Company thereby undertook to make, namely, a line from Evora to Crato, an extension of the line from Beja to the Spanish Frontier in the direction of Seville, and an extension of the line from Beja to some point on the Algarve Coast to be determined: And whereas, by the said Supplemental Concession, the continuation of the Beja Line from the right bank of the Guadiana to the frontier was made dependent on certain contingencies: And whereas the said Supplemental Concession was subject to certain terms and stipulations therein contained: And whereas the caution money in respect of the said Supplemental Concession, amounting to twenty thousand pounds, was paid or deposited by the said James Thompson Mackenzie: And whereas, by an Indenture, bearing date the second day of August, one thousand eight hundred and sixty-four, and made between the Railway Company of the one part, and the said James Thompson Mackenzie of the other part, the said James Thompson Mackenzie covenanted with the Railway Company for the construction of the lines of railway comprised in the Supplemental Concession, and for the performance of the other acts and things in the said Indenture respectively mentioned, upon the terms therein specified: And whereas by another Indenture, of even date with the last mentioned Indenture, and made between the said James Thompson Mackenzie of the one part, and the said Railway Company of the other part, the said James Thompson Mackenzie covenanted in certain contingencies therein appearing, to pay the amount of certain bonds issued by the Railway Company: And whereas by an Indenture bearing date the third day of

August, one thousand eight hundred and sixty-four, and made between William Waring, Henry Waring, and Charles Waring of the one part, and the said James Thompson Mackenzie of the other part, for the considerations therein appearing, the said William Waring, Henry Waring, and Charles Waring contracted with the said James Thompson Mackenzie for the construction of the three lines of railway mentioned in the Supplemental Concession (excepting a bridge over the River Guadiana), and for the performance of certain of the acts and things which the said James Thompson Mackenzie, by the first-recited Indenture of the second day of August, one thousand eight hundred and sixty-four, contracted to perform. And whereas, by Heads of Agreement, bearing date the said third day of August, one thousand eight hundred and sixty-four, and made between the said James Thompson Mackenzie of the one part and the said William Waring, Henry Waring, and Charles Waring of the other part, the said William Waring, Henry Waring, and Charles Waring agreed with the said James Thompson Mackenzie for the execution of the necessary works for widening the line from Barreiro to Vendas Novas for the considerations in the said Agreement mentioned. And whereas by an Agreement, bearing date the fourth day of August, one thousand eight hundred and sixty-four, and made between the said James Thompson Mackenzie of the one part and the several persons parties of the second part to these presents of the second part, it was agreed that the said parties thereto should be interested in the said Contract with the Railway Company in certain shares and proportions, and upon the terms and in the manner in the said Agreement mentioned. And whereas the several persons, parties hereto of the first and second parts, have formed themselves into a

Contract Company for the purpose of carrying into execution the said Contract with the Railway Company.

Now this Indenture witnesseth, that for divers good considerations, the said James Thompson Mackenzie thereunto moving, he the said James Thompson Mackenzie, with the consent of the parties hereto of the second part, testified by their execution of these presents, doth hereby assign unto the said Contract Company, their successors and assigns, all the benefit and advantage whatsoever of the said several Indentures and agreement of the second and third days of August, one thousand eight hundred and sixty-four, and also all the said sum of twenty thousand pounds so deposited by the said James Thompson Mackenzie as aforesaid, and all the estate, right, and title of the said James Thompson Mackenzie, in, to, or out of the said sum, or under the said several hereinbefore recited instruments or any of them, to have and to hold the premises unto the said Contract Company, their successors and assigns, for their absolute benefit, subject nevertheless to all the obligations and stipulations in the said instruments contained, and on the part of the said James Thompson Mackenzie, his executors, administrators, or assigns, to be observed or performed, but freed and absolutely discharged from all the provisions of the said agreement of the fourth day of August, one thousand eight hundred and sixty-four; and the said James Thompson Mackenzie, for himself, his heirs, executors, and administrators, doth hereby covenant with the Contract Company, their successors and assigns, in manner following (that is to say), that he the said James Thompson Mackenzie now hath in himself good right and absolute authority to assign the benefit and advantage of the said instruments, and all and singular the premises intended to be hereby assigned unto the Contract Company, their successors and assigns, in

manner aforesaid, and, according to the true intent of these presents, free from all incumbrances whatsoever ; and also that he the said James Thompson Mackenzie, his executors or administrators, shall and will at any time or times hereafter, at the request and costs of the Contract Company, their successors or assigns, appoint any person or persons, to be in that behalf named by the person making the said request, to be the attorney or attorneys of the said James Thompson Mackenzie, his executors or administrators, in relation to the premises, and further, that he the said James Thompson Mackenzie, his executors or administrators, shall not nor will make, do or execute, or knowingly or willingly suffer any act, deed, or thing whereby the Contract Company, their successors or assigns, may be in anywise prevented or hindered from having, receiving, and taking the said benefit and advantage, and all and singular the premises or any part thereof for their own benefit ; and further, that he the said James Thompson Mackenzie, his executors or administrators, shall and will, at any time or times hereafter, upon every reasonable request, and at the costs and charges of the Contract Company, their successors or assigns, make and perfect, or cause to be made and perfected, all such further and other lawful or reasonable acts, deeds, matters and things, for the better and more effectually assuring and confirming of the said benefit and advantage, and all and singular other the premises intended to be hereby assigned unto the Contract Company, their successors and assigns, and also for enabling them to receive, recover, and enforce the payment of the said sum of twenty thousand pounds, and also the payment of all moneys and the delivery of all bonds and securities payable or deliverable under the said instruments, or any of them, to and for their own benefit, according to the true intent of these presents,

as by the Contract Company, their successors or assigns, or their counsel, shall be devised, advised, and required; and the Contract Company, for themselves, their successors and assigns, do hereby covenant with the said parties hereto of the first and second parts, and each of them, and every combination of them and their and his executors, administrators and assigns, in manner following (that is to say):

1st. The Contract Company, their successors or assigns shall and will from time to time, and at all times hereafter, make all payments, and make, execute, and perform all acts, deeds, matters and things, which under the said Indentures and agreement of the second and third days of August, one thousand eight hundred and sixty-four, or any one or more of them, are or ought to be made, executed, or performed by the said James Thompson Mackenzie, his heirs, executors, administrators or assigns, and shall and will from time to time, and at all times hereafter, save harmless and keep indemnified, the said James Thompson Mackenzie, his heirs, executors and administrators, and his and their estate and effects from and against all actions, suits, losses, costs, charges, claims, and demands whatsoever, for, or by reason or on account of the non-performance or non-observance by the Contract Company, their successors, or assigns, of any covenant or stipulation contained in the said Indentures and agreement of the second and third days of August, one thousand eight hundred and sixty-four, and on the part of the said James Thompson Mackenzie to be performed or observed, or for or by reason or on account of any act, matter, or thing wrongfully done, or omitted to be done by the Contract Company, their successors, or assigns, in relation to the premises or any of them.

2ndly. That the Contract Company shall and will bring into account, as between themselves and the said

James Thompson Mackenzie, as payments by the said James Thompson Mackenzie, for and on behalf of the Contract Company, the said sum of twenty thousand pounds deposited by him as aforesaid, and also the further sum of eleven thousand five hundred pounds, the amount of certain expenses and payments made by him in respect of the said Contract, and that until repayment and satisfaction of the said sums, the same shall bear interest at the rate of one and a half per cent. above the Bank rate of interest for the time current.

3rdly. That the Contract Company shall and will pay unto the said James Thompson Mackenzie, in consideration of his services in respect of the said Contract, a commission of one pound per cent. upon all sums expended in carrying into effect the said Contract, constituted by the instruments, the benefit whereof is hereby assigned or expressed so to be: Provided always, that the said commission shall cease, if before the completion of the said Contract the said James Thompson Mackenzie shall die, or shall forfeit all or any of the shares now held by him in the Contract Company, or shall transfer or otherwise alienate all or any of the said shares without the consent in writing of the several persons parties to the said agreement of the fourth day of August, one thousand eight hundred and sixty-four, or their respective executors or administrators.

4thly. That until all and singular the covenants and stipulations herein contained (other than this present covenant), and on the part of the Contract Company to be performed and observed, shall have been fully performed and observed, or until the said cesser of the said commission (whichever shall first happen), no person shall be registered as a transferee of any share in the Contract Company, without the sanction

of the said James Thompson Mackenzie, previously given in writing.

5thly. That until all and singular the said covenants and stipulations herein contained (other than this present covenant), and on the part of the Contract Company to be performed and observed, have been performed and observed, no share now held by the said James Thompson Mackenzie shall be transferred without the written consent of all the other persons parties hereto of the second part, or their respective executors or administrators.

In witness whereof the said James Thompson Mackenzie hath hereunto set his hand and seal, and the several persons named in the Schedule hereto subscribed, have hereunto set their respective hands and seals, and the Contract Company have caused their common seal to be affixed, the day and year first above written.

Signed, sealed, and delivered by the above-named James Thompson Mackenzie,

J. T. MACKENZIE,

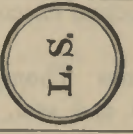
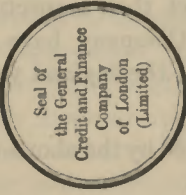
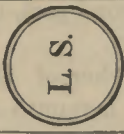
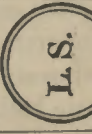
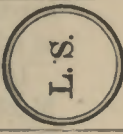
L. S.

In the presence of

SID. P. SMITH,

6, Victoria-street, Westminster,
Gentleman.

The SCHEDULE referred to in the above written Indenture.

Name.	Residence.	Quality.	Signature.	Seal.	Witness.
Samuel Laing ..	6, Kensington-gardens-terrace	Esquire ..	Samuel Laing		Sid. P. Smith.
General Credit and Finance Company of London (Limited).	7, Lothbury, London	..		..	Georgo Worms, Director. R. J. Butler, Secretary.
Michel Emmanuel Rodocanachi.	29, Finsbury-circus	Merchant	M. E. Rodocanachi		Sid. P. Smith.
Emile d'Erlanger and Julius Paul Beer	Paris ..	} Bankers	Emile d'Erlanger Julius P. Beer	 	Philip F. Roso. Sid. P. Smith.

<p>William Waring,</p>				<p>L. S.</p>	
<p>Henry Waring,</p>	<p>5, Victoria-street, Westminster</p>	<p>Contractors</p>	<p>Henry Waring ..</p>	<p>L. S.</p>	<p>Sid. P. Smith.</p>
<p>Charles Waring.</p>			<p>Charles Waring ..</p>	<p>L. S.</p>	<p>Sid. P. Smith.</p>
<p>Brandeis Weikersheim</p>	<p>Vienna ..</p>	<p>Banker ..</p>	<p>Brandeis Weikersheim</p>	<p>L. S.</p>	<p>Sid. P. Smith.</p>

The INDENTURE, being the Deed of Covenant referred to in the foregoing Articles.

THIS INDENTURE, made the fifteenth day of December, one thousand eight hundred and sixty-four, between the several persons whose names and seals are in the first Schedule hereto subscribed and set to these presents, of the first part; and James Thompson Mackenzie, of the city of London, Esquire, of the second part. Whereas the said James Thompson Mackenzie is, under the instruments specified in the second Schedule hereto, interested in a certain Contract with the South-Eastern of Portugal Railway Company, Limited, for the construction of certain lines of railway, and for the performance of certain other acts and things for certain considerations therein mentioned. And whereas under certain of the instruments specified in the said second Schedule hereto, William Waring, Henry Waring, and Charles Waring contracted, for the considerations in the said instruments appearing, to construct the said lines of railway, and to perform certain of the works in the said Contract mentioned. And whereas the said James Thompson Mackenzie has paid to the Government of Portugal the sum of twenty thousand pounds, as the caution money by way of guaranteeing the performance of a certain Contract or Concession, bearing date the twenty-third day of May, One thousand eight hundred and sixty-four, and also specified in the said second Schedule hereto, and he has also incurred certain expenses and liabilities, and made payments in respect of the said Contract, amounting in

all to a sum of eleven thousand five hundred pounds, as they, the said parties hereto of the first part, do hereby admit and declare. And whereas by an agreement bearing date the fourth day of August, one thousand eight hundred and sixty-four, and made between the said parties hereto, it was amongst other things agreed that the said parties hereto should be interested in the said Contract with the said Railway Company, and in the undertaking consequent thereupon, in the shares and proportions set opposite their respective names in the sixth column of the first Schedule to the agreement now in recital, and that all profits and losses arising from the said Contract and Undertaking should be taken and borne by the said parties hereto, and their respective executors, administrators, and assigns, in the same shares and proportions; and further that if the parties hereto, or the major part in number of them, should so desire the said agreement now in recital should be made the subject of a Limited Liability Company. And whereas the said parties hereto have formed themselves into a Limited Liability Company under the style of "The Portuguese Contract Company, Limited" (hereinafter called "the Contract Company"), and having respectively subscribed for shares in the capital thereof equivalent to the shares set opposite to their respective names in the sixth column of the first Schedule to the said agreement of the fourth day of August, one thousand eight hundred and sixty-four. And whereas by an indenture bearing even date with these presents, and made between the said James Thompson Mackenzie of the one part, and the Contract Company of the other part, the said James Thompson Mackenzie assigned to the Contract Company the benefit of the said Contract with the said Railway Company, and also the said sum of twenty thousand pounds caution money deposited

by the said James Thompson Mackenzie as aforesaid. And by the same Indenture now in recital the Contract Company covenanted with the said James Thompson Mackenzie amongst other things to perform all things on the part of the said James Thompson Mackenzie, to be performed under or by virtue of the Contract, and to indemnify the said James Thompson Mackenzie against all non-performance or non-observance of the covenants and stipulations on his part contained in the said instruments specified in the second Schedule hereto. And whereas the said James Thompson Mackenzie executed the lastly hereinbefore recited Indenture with the privity of the said parties hereto of the first part, and upon an agreement with them that they should execute these presents.

Now this Indenture witnesseth that in pursuance of the agreement in that behalf hereinbefore recited, and for divers good considerations them the said parties hereto of the first part, hereunto moving each of them the said parties hereto of the first part, for himself and themselves, and his and their heirs, successors, executors, and administrators, doth and do, so far as the covenants hereinafter contained are on his or their parts to be performed or observed, hereby covenant with the said James Thompson Mackenzie, his heirs, executors, administrators, and assigns, and the said James Thompson Mackenzie, for himself, his heirs, executors, and administrators, doth (so far as the covenants hereinafter contained are on his part to be performed and observed) hereby covenant with the said parties hereto of the first part, and each of them and every combination of them, and their and his heirs, executors, administrators, and assigns, as follows:

1stly. That if at any time or times hereafter, any loss, costs, charge, claim, or demand whatsoever, shall be made or arise, or be sustained against, or to or by

the said James Thompson Mackenzie, his heirs, executors, or administrators, or his or their estates or effects, by reason or on account of the non-performance or non-observance by the Contract Company, their successors or assigns, of any covenant or stipulation on the part of the said James Thompson Mackenzie, contained in the Indentures and Heads of Agreement of the second and third days of August, one thousand eight hundred and sixty-four, specified in the said second Schedule hereto or for or by reason of any act, matter, or thing wrongfully done or omitted to be done by the Contract Company, their successors, or assigns, in relation to the premises or any of them, then and in every such case the said parties hereto of the first part respectively, or their respective heirs, successors, executors, or administrators, shall and will save harmless and keep indemnified the said James Thompson Mackenzie, his heirs, executors, and administrators, and his and their estates and effects from and against the share and proportion of such loss, costs, charges, claim, or demand, set opposite to their respective names in the seventh column of the first Schedule hereto, and the said James Thompson Mackenzie, his heirs, executors, or administrators, shall and will bear and sustain the share and proportion of such loss, costs, charge, claim, or demand, set opposite to his name in the said seventh column of the said first Schedule hereto.

2ndly. That until the completion of the said Contract and the performance of all the covenants in the said Indenture of even date contained, and on the part of the Contract Company to be performed and observed, no one of the said parties hereto, his executors, or administrators, shall or will transfer any share now held by him in the Contract Company without the written consent of all the other persons parties hereto, or their respective executors or administrators: Pro-

vided always, and it is hereby agreed and declared by and between the parties hereto, as follows :

3rdly. That in every case in which several names and seals of parties hereto of the first part are subscribed and set opposite to any one share or proportion in the said seventh column of the first Schedule hereto, the covenants hereinbefore contained shall, as regards such share or proportion, be read and construed as the joint and several covenant of the parties hereto of the first part whose names and seals are subscribed and set opposite to such share or proportion.

4thly. That although as between the Contract Company and the said parties hereto of the first part, the said parties hereto of the first part may be sureties only, yet as between the said parties to these presents, the said parties hereto of the first part, their heirs, executors, and administrators, shall be or be deemed to be principal covenantors, and shall not be released or discharged by time being given, or by any modification or variation of the subsisting contract between the Railway Company and the said James Thompson Mackenzie, or by anything except the entire performance and observance of the covenants hereinbefore contained, or a release under seal executed by the said James Thompson Mackenzie, his heirs, executors, or administrators.

5thly. That none of the said parties hereto of the first part, their heirs, executors, or administrators, shall be in anywise released or discharged from these presents, and the liabilities hereby created, or any of them, by the fact of his or their transferring or otherwise disposing of or forfeiting all or any of the shares now held by him in the Contract Company, unless all the said parties hereto, or their respective executors or administrators, shall by deed concur in releasing the person or persons making such transfer or disposition.

In witness whereof, the several persons named in the first Schedule hereto subscribed have hereunto set their respective hands and seals, and the said James Thompson Mackenzie hath hereunto set his hand and seal, the day and year first above written.

Signed, sealed, and delivered by the above-named James Thompson Mackenzie.

J. T. MACKENZIE.

L. S.

In the presence of

SID. P. SMITH,

6, Victoria Street, Westminster,
Gentleman.

The SCHEDULE referred to in the above written Indenture.

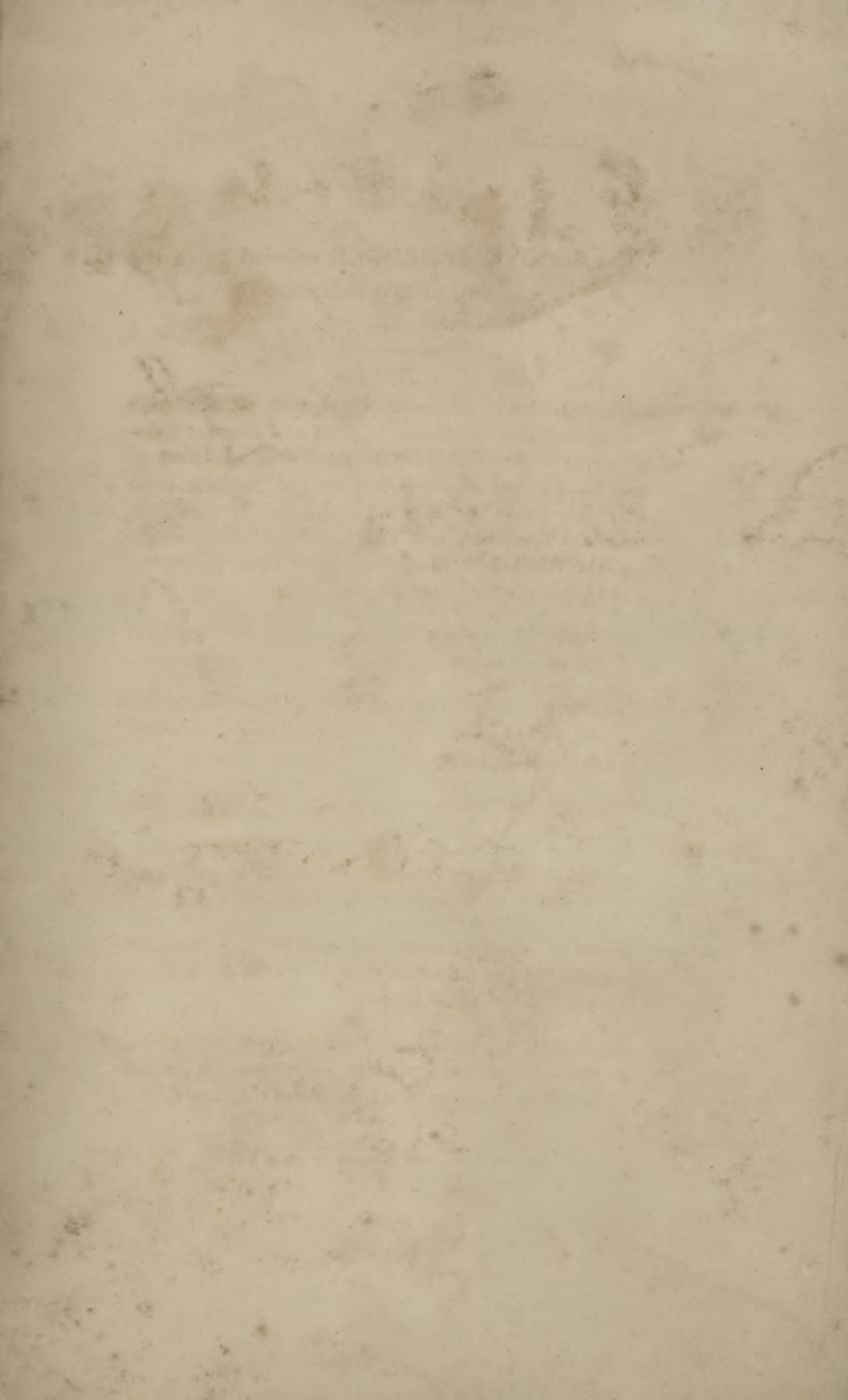
Name.	Residence.	Quality.	Signature.	Seal.	Witness.	Share.
Samuel Laing	6, Kensington-gar- dens-terraco	Esquire	Samuel Laing	L. S.	Sid. P. Smith	Five twenty- fourths.
General Credit and Finance Company of London (Limited)	7, Lothbury, London	..	Seal of the General Credit and Finance Company of London (Limited)	..	George Worms, Director. R. J. Butler, Secretary.	Four twenty- fourths.
Michel Emmanuel Rodocanachi	29, Finsbury-circus	Merchant	M. E. Rodocanachi	L. S.	Sid. P. Smith	Two twenty- fourths.
Emile d'Erlanger and Julius Paul Beer	Paris	Bankers	Emilo d'Erlanger Julius P. Beer	L. S. L. S.	Philip F. Rose Sid. P. Smith	Three twenty- fourth

William Waring,							
Henry Waring,	5, Victoria-street, Westminster	Contractors	Henry Waring	L. S.	Sid. P. Smith	} Two twenty-fourths.	
Charles Waring.			Charles Waring	L. S.	Sid. P. Smith		
Brandeis Weiker- sheim	Vienna	Banker	Brandeis Weikersheim	L. S.	Sid. P. Smith	Two twenty-fourths.	

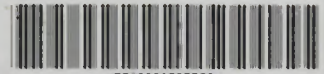
The SECOND SCHEDULE referred to in the
above written Indenture.

- 1864, 8th January. Memorandum of Agreement between James Thompson Mackenzie, the General Credit and Finance Company of London (Limited), and Samuel Laing of the one part, and Robert Russell Notman, John Chapman, Charles Edward Mangles, George Barnard Townsend, and Richard Birley, Directors of the South-Eastern of Portugal Railway Company (Limited), of the second part.
- „ 23rd May. Contract between the Government of Portugal and the said Railway Company.
- „ 2nd August. Indenture between the said Railway Company of the one part and the said James Thompson Mackenzie of the other part.
- „ 2nd August. Indenture between the same parties.
- „ 3rd August. Indenture between the said James Thompson Mackenzie of the one part and William Waring, Henry Waring, and Charles Waring of the other part.
- „ 3rd August. Heads of Agreement in the nature of a Contract between the same parties as to Works on Barreiro and Vendas Novas Line.

Letter of Engagement to M. Phillippon, of Lisbon, under which twenty pounds per cent. of the net profits are appropriated to him and his friends.



NB



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