

**Issue of 100 debentures of £100 each : carrying interest at the rate of £10 per cent. per annum / The Medical Battery Company Limited.**

**Contributors**

Medical Battery Company.

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Wellcome Collection  
183 Euston Road  
London NW1 2BE UK  
T +44 (0)20 7611 8722  
E [library@wellcomecollection.org](mailto:library@wellcomecollection.org)  
<https://wellcomecollection.org>

THE  
**Medical Battery Company**  
LIMITED.



ISSUE OF 100 DEBENTURES OF £100 EACH.

Carrying Interest at the rate of £10 per Cent. per Annum.

No. 62 DEBENTURE. £100.

1. THE MEDICAL BATTERY COMPANY LIMITED (hereinafter called the Company) will, on the 1st day of April, 1898, or on such earlier day as the principal monies hereby secured become payable, in accordance with the Conditions indorsed hereon, PAY to George Frederic Wills, M.R.C.S. of Crewkerne, Somersetshire

his Executors or Administrators, or other the Registered Holder of this Debenture, on presentation, the sum of ONE HUNDRED POUNDS.

2. THE COMPANY will, in the meantime, pay interest thereon at the rate of Ten Pounds per Cent. per Annum, by equal half-yearly payments, on the 1st day of October and the 1st day of April in every year, at the Company's Office, No. 52, Oxford Street, London, or other the Registered Office for the time being.

3. THE COMPANY hereby charges with such payments all its property, whatsoever and wheresoever, both present and future, including its uncalled Capital for the time being.

4. THIS DEBENTURE is issued subject to the Conditions indorsed hereon.

GIVEN under the Common Seal of the Company  
this 14<sup>th</sup> day of June, 1893.

C. G. Ploss  
A. Smith } Directors.  
H. R. Chapman Secretary.

THE  
MEDICAL BATTERY COMPANY  
LIMITED.

No. 62. 14 June 1893

DEBENTURE. No. 62.

*Handwritten notes:*  
Debenture No. 62 is  
indorsed with the  
date 1893

# THE CONDITIONS WITHIN REFERRED TO.

1. This Debenture is one of a series of One Hundred Debentures each for securing the principal sum of £100 issued or intended to be issued by the Company. The Debentures of the said series are all to rank *pari passu* as a first charge on the property hereby charged without any preference or priority one over another, and such charge is to be a floating security, but so that the Company is not to be at liberty to create any mortgage or charge in priority to the said Debentures.
2. A Register of the Debentures will be kept at the Company's office, wherein there will be entered the names, addresses, and descriptions of the Registered Holders, and particulars of the Debentures held by them respectively, and such Register will at all reasonable times during business hours be open to the inspection of the Registered Holder hereof and his legal personal representatives, and any person authorised in writing by him or them.
3. The Registered Holder will be regarded as exclusively entitled to the benefit of this Debenture, and all persons may act accordingly, and the Company shall not be bound to enter in the Register notice of any trust or to recognise any right in any other person save as herein provided.
4. Every transfer of this Debenture when registered must be in writing under the hand of the Registered Holder or his legal personal representatives. The transfer must be delivered at the Registered Office of the Company with a fee of 2s. 6d., and such evidence of identity as the Company may reasonably require, and thereupon the transfer will be registered.
5. In the case of joint Registered Holders the principal moneys and interest hereby secured shall be deemed to be owing to them upon a joint account.
6. No transfer will be registered during the seven days immediately preceding the days by this Debenture fixed for payment of interest.
7. The principal moneys and interest hereby secured will be paid without regard to any equities between the Company and the original or any intermediate Holder hereof, and the receipt of the Registered Holder for such principal moneys and interest shall be a good discharge to the Company.
8. If the principal moneys hereby secured shall become payable before the 1st day of April, 1898, the person presenting this Debenture for payment must surrender the same to the Company, the Company nevertheless paying the interest for the fraction of the current half year.
9. The delivery to the Company of this Debenture shall be a good discharge for the principal moneys and interest therein respectively specified, and the Company shall not be bound to inquire into the title of the respective bearers of such instruments, or to take notice of any trust affecting such moneys, or be affected by express notice of the right, title, or claim of any other person to such moneys or instruments, nevertheless, when registered, the receipt of the Registered Holder his executors or administrators shall alone be a good discharge for such principal moneys.
10. The Company may at any time give notice in writing to the Registered Holder hereof, his executors or administrators of its intention to pay off this Debenture; and upon the expiration of six calendar months from such notice being given the principal moneys and interest hereby secured shall become payable and this Debenture surrendered. If such notice shall be given so as to expire at any time prior to the said 1st day of April, 1898, a bonus shall also become payable on the expiration of such notice at the rate of £1: 10: 0 per cent. per annum from the date of this Debenture to the date of the expiration of such notice.
11. The principal moneys hereby secured shall immediately become payable —
  - (a) If the Company makes default for a period of twenty-one days in the payment of any principal sum or interest hereby secured;
  - (b) If the Company stops payment or becomes insolvent, and the Registered Holder hereof, by notice in writing to the Company, calls in such principal moneys;
  - (c) If an order is made or an effective Resolution is passed for the winding-up of the Company;
  - (d) If the Company shall issue a notice convening any General Meeting of the Company or of its Members for the purpose of considering or resolving upon the discontinuance of the undertaking of the Company or the winding-up of the Company;
  - (e) If any judgment is recovered against the Company, or any distress or execution is levied on any of the property of the Company hereby charged.
12. The principal moneys and interest hereby secured will be paid at 52, Oxford Street, London, or the Registered Office for the time being of the Company.
13. A notice may be served by the Company upon the Holder of this Debenture by sending it through the post in a prepaid letter addressed to such person at his registered address.
14. Any notice served by post shall be deemed to have been served at the expiration of forty-eight hours after it is posted, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the Post Office.