HARTNETT MOTOR COMPANY

(Incorporated under Companies Act 1938 of the State of Victoria)

PROSPECTUS

Authorised Capital: £250,000

An Issue for Public Subscription of 400,000 ORDINARY SHARES of 5/- each

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An Issue for Public Subscription of 400,000 ORDINARY SHARES OF 5/- EACH - £100,000

To be issued at Par and Payable in Full on Application.

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SHAREBROKER

BEING A MEMBER OF A RECOGNISED STOCK EXCHANGE.

HARTNETT MOTOR COMPANY LIMITED

OBJECT OF THE ISSUE.

Two years ago, Mr. L. J. Hartnett applied himself to the objective of placing on the Australian market a low priced, economical car. He visited many overseas motor car factories and conferred with a number of manufacturers and designers to this end.

With several makes of cars available to him for sale and manufacture in Australia, Mr. Hartnett finally selected a car designed by Le Societe des Brevets J.A. Gregotte of Paris as ideally meeting the requirements.

Le Societe des Brevets J.A. Gregoire (S.B.G.) is a design and engineering organization renowned for its research and development work in the Automobile Industry. For fifteen years, the well-known industrial concerns of L'Alumnium Francais and Alais, Froges et Camargue, two of France's leading industrial groups, have been associated with M. Gregoire in his Design and Research Company.

S.B.G. act exclusively in the capacity of either Consulting Automobile Engineers to established motor car manufacturers, or create and develop designs of cars which are made available under licence to manufacturers, as evidenced by the licence recently obtained for France by the Horchkiss Company from S.B.G. for their two litres model car. In this connection, particular attention is drawn to a copy of a recent letter from the Horchkiss Company, contained elsewhere in this Prospectus, emphasising the great value placed upon the design work of S.B.G.

The adoption of the designs and services of S.B.G. provides for the Hartnett Motor Company Limited the support of one of the world's most eminent designers, M. Gregoire, and enables this Australian Company to have its own car, and to develop, manufacture and sell it as it so determines.

The Company is at liberty to sell and manufacture any type or design of vehicle either of its own creation, or, as in this instance, having the design and engineering work executed by an eminent consultant and designer. Furthermore, the Company, if it so desires, may also make arrangements whereby the products of an overseas motor car manufacturer are sold, manufactured in part or wholly, or assembled by the Company in Australia.

As Mr. Harmett developed his plans for production and sale of this car in Australia, he steadily expanded his organisation to carry on the work, bearing the costs and expenses, and providing facilities.

The Company is taking over this organisation which has been set up and operated by Mr. Hartnest for the last eighteen months, and the Company continues and extends this undertaking with its London and Australian establishments and personnel.

The publicity recently given to a comprehensive Proposal to completely manufacture in Australia the Hartnett car of low price, and exceptional operating economy, has revealed a very strong demand for such a car, and many applications for its distribution have been received from all States in Australia, and overseas countries.

However, the conditions existing in Australia with shortages of materials, labour and power, make it inopportune to launch a full scale manufacturing programme at this time, but an alternative intermediate programme, which had also been planned by Mr. Hartnett, and his staff will be undertaken whereby the major units and everything tequired to assemble complete cars will be procured from eminent and experienced manufacturers in the United Kingdom who have quoted prices and delivery dates for most items of supply which are not readily available in Australia.

In order to bring this plan into operation the Hartnett Motor Company Limited has been incorporated and now offers £100,000 of its Capital (400,000 Shares of 5/- each) for subscription, which amount, together with credits to be established by distributors (in accordance with normal practice of importing distributors), will be adequate to make the Hartnett Car available for the Australian market.

As soon as conditions are favourable and economics indicate the advisability, it is proposed to being about the manufacture of the complete car in Australia. This Company then can either expand its activities to accomplish this or participate to any degree desired in manufacturing companies, or in conjunction with other interests. But this Company holding the exclusive Australian rights and patents will control the development and act as a certral co-ordinating Company.

Already initial orders are offering from selected distributors for about one thousand cars, and carefully scheduled orders to cover these will be placed on manufacturers of the various units, sub-assemblies and components in the United Kingdom and Australia under the direction of experienced Supply Executives who have been engaged in planning this work.

Benefit will be derived from the fact that Mr. Hattnett is well-known in the Motor Car Industry in England, and be is well acquainted with manufacturers who produce the requirements for the motor industry in that country.

Since the Harmett car is designed expressly for easy low cost final assembly, this work can be carried out effectively by distributors with their own facilities.

Should the Exchange Rate be varied as between the United Kingdom and Australia, it is expected to move in a direction favouring this initial plan of operating.

The Project has already reached an advanced stage by the considerable work and sustained effort over the past eighteen months on the part of Mr. Harrnett and his staff both in England and Australia, thus reducing the normal period of development that a project of this kind requires before results are achieved.

The valuable rights being taken over by the Company are more particularly specified elsewhere in this Prospectus, but special emphasis is given to the exclusive Manufacturing and Selling Rights for Australia for the AF/G type car designed, proved and patented by Le Societe des Brevers J.A. Gregoire.

The Company can also participate in exclusive Manufacturing and Selling Rights throughout the Bruish Empire, including the United Kingdom of England, Northern Ireland, Scotland and Wales, the Dominions of Canada, South Africa, New Zealand, Ceylon, India and Pakistan, Burma, Malay States, Indian Native States, and the Republic of Eire, and their respective Colonies, Possessions, Dependences and Mandated Territories.

Another valuable asset is the purchase of a large quantity of raw materials, components, accessories, assemblies and supplies on a very favourable basis, representing a considerable amount of the requirements with which to build up to one thousand cars.

In addition, this purchase includes a considerable number of special jugs, tools and fixtures which were designed and made expressly for the production of the car. Practically all of the Gauges required to check the various components and sub-assemblies are also included in this purchase.

At today's prices, the above-mentioned supplies, tools and gauges represent a value of £72,500, and are taken over from Mr. Harmett at their net cost to him of £31,250 at which price he negotiated for their purchase. Settlement of this amount in full in England has been made and was arranged by Mr. Harmett since the Company was registered on the 30th August, 1949.

Accordingly, delivery has now been made of all these supplies, tools and gauges, which are new, in good condition, insured and safely stored in England under the Control of Mr. Hartnett's London Office.

There is a further important asset in patterns and dies to produce the special aluminium alloy castings (characteristic of the construction of the entire car) which have been completed and proven. This, combined with the undertaking and strong support given by an eminent manufacturer of these castings in England, ensures adequate supplies of all castings of the highest quality, and represents a saving in pre-production time of at least one year. Furthermore, this well-known product of castings will provide a technical service on the Company in setting up a foundry in Australia if so requested.

An assured source of supply of aluminium is available to the Company on a preferential basis.

All who have inspected and tried one of the prototype cars now in Melbourne, and built by Le Societe des Brevets J.A. Gregoire, are high in praise for both its appearance and performance, with particular emphasis on its truly remarkable suspension.

Four prototype cars have been thoroughly tested over varying terrain, and in differing climates for an aggregate of 240,000 miles with remarkably good results. One of these cars has been tested in Australia for several months. On a test run from Sydney to McIbourne the car travelled at an average speed of 47 miles per hour with a petrol consumption of 52 miles per gallon.

The patented design is unique and lends itself to low cost manufacture and phenomenal economy of operation together with excellent performance.

Le Societe des Brevets J.A. Greogire is renowned for its automotive engineering and design work, and M. Gregoire and his organisation were markedly responsible for the engineering of such well-known makes of ears as DKW, Adler, Circoen and Amilear.

The famous Tracta Universal Joint used on nearly all front wheel and four wheel drive vehicles, especially Jeeps and British and American Military vehicles, totalling over one million, is a master patent of M. Gregoire.

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As evidence of the high regard in which M. Gregoire's engineering and design work are held, there appears elsewhere in this Prospectus:—

- (z) copy of report dated the 25th September, 1948, by Mr. Lucien Chenard (Director of the Automobile Company of Chenard and Walcker) on the initial type of car which will be produced by the Company and
- (z) copy of a letter dated the 4th July, 1949, from the famous Hotchkiss Company of France to whom M. Gregoire has recently granted a license for the manufacture of his larger two littes model of car, and which is also available to the Company under an exclusive License for Australia.

Le Societe des Brevets J.A. Gregoire will at the request of the Company procure and furnish to the Company the assistance of a number of engineers and technicians, and will do everything in its power to furnish to the Company the benefits of information, advice, research and experience now in its possession or obtained or obtainable by S.B.G. The costs of transportation, salaries and reasonable living expenses are payable by the Company.

By the terms of such a Manufacturing Licence, the Company is relieved to a considerable extent of the cost of operating its Engineering Department. Already engineering service has been provided by M Gregoire in developing the Manufacturing sources of supply in England.

The London Office established by Mr. Hartnett will continue its supply work, scheduling and inspection to ensure the co-ordination between the English manufacturers and the Australian distributors' requirements.

This London Office is managed by an outstanding Automotive Supply Executive, Mr. E. C. H. Shillaker, M.B.E., M.C., who is widely experienced in this particular work, having been Regional Supply Manager for Europe for General Motors, and Managing Director of General Motors Limited of England.

Manufacturers in England have submitted contracts for supply of all major requirements, and have cooperated closely and effectively in advancing the Project. As they will be exporting they can obtain priority for materials, and the support of their Government.

A Bill of Material covering the car has been tabulated, and estimates of costs under prevailing conditions, indicate that the tetail selling price in Australia for the Saloon Model should be about £430 plus Sales Tax, thus making it the lowest priced car on this market.

The Company's method of operating whilst free from high overheads and heavy expenses will be adequate to ensure the production of a dependable car.

Having put into operation this first stage whereby cars are assembled from major units from England, together with supplies from Australian sources, manufacture in Australia will be developed. Certain plans are being prepared to accomplish this, and although estimates indicate that costs on some items will be reduced compared with the importation from England, there will be no haste in this direction until general conditions in Australia are favourable. As these further plans materialise, this Company will be in a key position holding the Manufacturing and Selling Licence, and controlling development in Australia.

MANAGEMENT.

The Management of the Company will be in the competent hands of Mr. Hartnest, and an organisation of experienced key personnel. At the outset a few additional appointments only need be made as those who have already been engaged on the Project will continue to serve the Company.

Lending his name to the Company, and to the ear, is evidence of Mr. Hartnett's faith in the enterprise.

As an expression of confidence in the Project, Mr. Hartnett has offered to forego salary until cars are produced.

Mr. Hartnett is a qualified Engineer with extensive executive experience in the automobile industry. He served his engineering apprenticeship with Vickers Ltd. and had his own engineering and motor car business after the first World War. During that war, he served as a Pilot in the R.N.A.S. and R.A.F. Later Mr. Hartnett was Manager of Guthrie & Coy's Motor Car Company in Malaya and also a Zooc Manager for General Motors in India and Ceylon. After a term in the United States with General Motors, he was appointed Sales Manager and Acting Managing Director of General Motors Nordiska, Stockholm, Sweden, where he was instrumental in setting up a new Company and Plant. He was a director for fifteen years of Vauxhall Motors Limited, England, and an executive of that Company. Mr. Hartnett was Managing Director of General Motors-Holden's Limited, Australia for thirteen years, from which Company be retired of his own accord.

Whilst with General Motors, Mr. Hartnett was also Regional Director for Australia and New Zealand, and a Vice President of General Motors Export Company of New York.

During the last war, Mr. Hartnett was Director of Ordnance Production for a period of five years, which function he established and terminated, and was Chairman of the Army Inventions Board, which he also organised. He also led several Missions abroad for the Commonwealth Government.

DIRECTORS, FEES

The first Directors of the Company will not accept payment of fees for acting as Directors, until one hundred (100) cars have been sold.

ALLOCATION OF SUBSCRIBED CAPITAL

The	£100,000 Cash Subscri											1144
(1)	Cash Payments for ex Brevets J. A. Gregori data and use of protot advanced by Mr. L. J.	e whi	ch also ir and	provie chassis	de for	the su hich pe	pply of	(draw)	ings, sp o has a	ecificat Iready	tions.	£10,000
*(2)	Purchase of Assemblie already been advanced	by M	pplies, r Harte	Tools ictt, an	and C	Gauges se refu	of w	hich a him b	mount by the C	£3,12) ompar	has y	\$1,230
	(Since registration arranged completion of and delivery of these a	of the four facts f	he Con chase (or the	npany (throug Compa	on the h the ny).	30th Nation	August al Bani	, 1949 k of A	, Mr. F ustralas	lartnet ia Lin	t has nited)	
(3)	Reimbursement of me Mr. L. J. Hartnett in t	neys he de	paid a velopm	nd cer sent of	tain of the pr	the er oject a	sential s certif	expen ied by	ditures the Tru	incurr stee fo	ed by	The same
	Company	***	-0.44	444	111	0.00	200		940	700		3-373
340	Working Capital		See			1555	1000	2000	1222	722	222	11,147
(5)	Preliminary Expenses	2001		1.224	111	3.77	227	****	***	197		600
(6)	Brokerage (2d. per sha	tc)				22.5	7444	444		144	144	3.333

The sum of £31,230 should be recovered from early tales to distributors thus providing further Working Capital, together with Profit on such advantageous purchase, estimated at £30,000.

The Total expenditure of £9,000 to be refunded to Mr. Hartnett in connection with from 1 (£2,500), Item 2 (£5,125) and Item 3 (£3,375) above, will be taken by Mr. Hartnett in shares of the Company as part of his application for 40,000 shares of 5/- each to be subscribed for by him and paid for in cash at par.

MINIMUM SUBSCRIPTION

The Company will proceed to allotment when applications for 240,000 shares of 5/- each have been received.

LICENSORS' CONSIDERATION

The Licensors, Le Societe des Brevets J.A. Gregoire and Jean Albert Gregoire are conferring on this Company the valuable licence to manufacture and sell the AF/G type car of their design and undertake to render a constant engineering and advisory service and are entitled to the following:—

- (a) a cash payment of £10,000 (which covers delivery already made, amongst other things—of drawings, specifications, and use of prototype car and chassis):
- (b) a first allotment of 44,444 shares of \$/-\ each and such a number of Fully Paid Shares in the Ordinary Capital of the Company as shall represent a total of \(\int_2\)o,000 in nominal value or if the Ordinary Capital of the Company shall be less than \(\int_2\)o0,000 then such number as shall represent in nominal value one tenth of the Ordinary Share Capital of the Company. When 40,000 Shares (for the time being held in reserve) are allotted to the Vendors, the Licensors shall be entitled to a further 4,444 Fully Paid Shares of \$/-\ each such allotment will then bring the total issue to the Licensor to 48,888 Fully Paid Shares of \$/-\ each which in total will then be equal to 10 per cent of the Issued Capital.

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- (c) a royalty of 5/10ths per centum of the total net amount to be received or receivable by the Company resulting from the sale of the car after deducting taxes, commissions, discounts, costs of selling and delivery. Minimum royalties payable by the Company are—(for 1950) £2,500; (for 1951) £5,000 and for subsequent years £7,500.
- (d) if manufacture is undertaken by the Company outside Australia and the British Empire and France and Union Francais the Licensors are to receive royalties and part of consideration received for such Rights, all as set out in the Agreement hereinafter referred to.
- (e) delivery (if so requested) to the Licensors in Paris of the following vehicles manufactured:—Vehicles numbered to, 100, 500, 1000, 5000 or thereabouts and thereafter one vehicle in each 5000 manufactured or thereabouts and the Licensors shall pay for the cost of transportation to Paris of each such vehicle but shall not pay for the cost of manufacture and production.

VENDORS' CONSIDERATION

As has been stated earlier in this Prospectus this Company continues and extends the considerable work already carried out over the last eighteen months. The Consideration to the Vendors bereinafter named is:

- (a) re-imbursement of the sum of £9,000 above referred to being the refund of certain of the actual moneys expended, which sum is to be taken in Fully Paid Shares in the Company.
- (b) the allotment of 40,000 Ordinary Shares of 5/- each only when the conditions hereinbefore referred to have been complied with.

The sale of 250 cars used as a determination for the allotment of half of the above-mentioned shares is a measurement of production performance; furthermore, at this stage, the Company will have enjoyed additional earnings for the sale of the supplies and components obtained by the favourable purchase heretofore mentioned.

- (c) the right to 75 per cent, of all net consideration (cash shares, debentures, royalties or otherwise) to be received in respect of all rights of manufacture and assembly in countries outside the Commonwealth of Australia;
- (d) a royalty of f1 per centum on the amounts of the net invoice value of all vehicles, accessories, components and related parts sold or exported by this Company in or to countries outside Australia.

PURCHASE OF ASSEMBLIES, SUPPLIES, TOOLS AND GAUGES

The full benefit of the purchases made after considerable negotiation by Mr. Hartnett and his staff for a large quantity of raw materials, components, supplies tools and gauges suitable for production of the car is passed to the Company.

The Company will pay to the National Bank of Australasia Limited, Melbourne, in respect of these purchases from Augustus James Newman of 32 Victoria Street, London, S.W.1., England, the sum of £31,250 being the same price as contracted with Mr. L. J. Hartnett, and securities now held by the Bank will be released.

LICENCES TO BE ACQUIRED BY COMPANY

- (1) A full and exclusive right—(a) to manufacture and sell the AF/G type vehicle and its components within Australia and the British Empire; and (b) to grant sub-licences to manufacture or sell in Australia and any part of the British Empire; and (c) to make and sell vehicles in Australia and the British Empire having a cast chassis made under and in accordance with letters patent granted or pending only as to vehicles of less than one litre capacity.
- (2) A non-exclusive licence—(a) to make and sell vehicles and components in Australia or the British Empire under and in accordance with letters patent or similar protection granted or pending now or in the future and the right to grant sub-licences to persons or companies in Australia or the British Empire to manufacture or sell the vehicle or its components in that territory but this licence and any sub-licences granted shall not confer the right to make use or sell goods made in accordance with these patents for vehicles or cars other than for the vehicle as defined therein; and (b) to sell the vehicle or cause the vehicle to be sold in its complete or substantially completed state in all countries of the world and a non exclusive licence of all patents of the Licensors now or in the future obtained to sell the vehicle in all countries in the world, and
- (3) The right to apply for and obtain in the name of the Licensors letters patent, brevets d'invention and other protection in respect of the inventions mentioned in Australia and the British Empire.

The License Agreement shall be valid until the expiry of the last letters patent granted or to be granted in the United Kingdom and which are used by the Company in the manufacture of the vehicle.

FURTHER TYPES OF CARS

The Company also acquires further rights for other designs of cars by the Licensors which provide a option whereby the Company will have first refusal of rights for Australia for the exclusive manufacture of all other vehicles designed or controlled by the Licensors now or in the future.

REPORT BY Mr. L. J. HARTNETT (MANAGING DIRECTOR)

414 Collins Street, Melbourne. 29th August, 1949.

There is no doubt as to the need in Australia for a low price car, economical to operate.

I believe Le Societe des Brevets J.A. Gregoire has designed and proved a car unique in its performance, and contributing to low cost manufacture, especially for the volume required for the Australian market.

The car has performed well in its tests on the Australian roads, and should be very dependable in its operation. Considerable work has been carried out in analysing, testing and studying this first type of car which the Company will produce and sell. Foundations which were laid two years ago, and the work that has steadily progressed to the present time, enables the Company to start well on the way to first production of cars.

The fortunate purchase of a considerable quantity of supplies, tools and gauges, not only provides the Company with an additional earning of approximately £30,000, representing the savings made by the purchase, but since the Company's normal operation will not require the carrying of an inventory of such supplies, no replacement to the Company's account is necessary. Thus the sale of these supplies in progressively fulfilling distributors' orders should provide the Company with additional funds and Working Capital amounting to approximately £60,000.

Estimates indicate a satisfactory margin of profit between the cost to the Company and the selling price to the distributor.

Additional income should be carned by the sale of spare parts and accessories, also engines for industrial use.

The Company is fortunate in having well esperienced men already in the organisation, and many applications have been received for employment in the Company.

L. J. HARTNETT

REPORT BY M. LUCIEN CHENARD

(This refers to the AF/G type car, which will be the first model to be produced by the Company).

CHENARD Lucien

Engineer, a Avenue Niel,

Paris, 17c.

25th September, 1948 Monsieur J. A. Gregoire,

TRACTA Automobiles 102 Rue de Colombes, ASNIERES (Seine) FRANCE.

Dear Sir.

You ask me what I genuinely think of your little car. I am delighted to be able to tell you that I find it wooderful.

Having been for the last 20 years, Manager of the Technical Services of the Company of Automobiles CHENARD & WALCKER, I can appreciate the qualities of a car, and as in addition I have travelled more than 40,000 kilometeres with this car, you can be confident in my judgment.

I have never tested a car which was so light, and possessed at the same time such a suspension and held the road so well. Its engine, which in spite of its excellent efficiency is very strongly built, has never shown the slightest loss of power in the course of the numerous trials which I have carried out on the bench as well as on the road.

This car is certainly the perfect type of economical car for business as well as pleasure.

Believe me, yours very truly,

Lucien CHENARD.

Former Manager of the Testing Service of the Automobile Company, SIMCA, from December, 1944, to the end of January, 1947. Director of the Automobile Company of CHENARD & WALCKER.

Municipality of Courbevole. Municipal Stamp-duty. Perused by me, Mayor of Courbevoie, for the authentication of the signature of Monsieur Chenard. Courbevoie 3-12-1948.

Courbevoic Town Hall (Scine) The Mayor For the Mayor The Assistant Deputy car, an mediu bours

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REPORT BY R. O. DEGENHARDT, ESQ., PRODUCTION ENGINEERING CONSULTANT

8-24 Temple Court, 422 Collins Street, Melbourne, C.1. 20th May, 1949

PRODUCTION REPORT ON CAR DESIGNED BY LE SOCIETE DES BREVETS J. A. GREGOIRE

I have made a thorough inspection of the complete car, stripped chassis and detail drawings of the above car, and have reached the conclusion that the designers have succeeded in producing a car which is suited to medium quantity production output at low cost in the initial outlay for plant and tooling, and, also, in man hours of production time.

The elever use of aluminium alloy eastings for the chassis frame, front end and other major components right throughout the car is a major contribution to both lightness and low tooling costs, which is the key note of this design.

It is my considered opinion that, by virtue of the advanced design of this car, it is eminently suitable for manufacture under Australian conditions. Apart from some components which could, for initial production at least, be purchased from an overseas source specializing in the production of these items, the manufacture of the ear is well within the technical capacity of this country. The ultimate cost of production would be below that of the more conventional design of chassis.

R. O. DEGENHARDT.

REPORT BY PROFESSOR A. V. STEPHENS, PROFESSOR OF AERONAUTICS, Department of Aeronautical Engineering, Sydney University, Sydney, N.S.W.

27th May, 1949.

L. J. Hartnett, Esq., C.B.E., 414 Collins Street, Melbourne, C.t., Victoria.

My dear Hartnett.

I am very much interested in your project to build a light car to meet the special needs of the Australian I am very much interested in your project to build a light car to meet the special needs of the Australian people. The car itself struck me as a most ingenious piece of engineering and should commend itself to a wide range of users in this country. The use of aluminium alloy castings for stress bearing parts has long been accepted in sureraft design, and I can see no reason why they should not be equally successful in an automobile. The combination of reduced weight and increased rigidity obviously contribute a lot to the lively performance, good handling properties and quiet running of this particular car. In fact, the extensive use of aluminium should lead to a very promising line of development in motor car design. There is also much to be said for an air-cooled engine in a country where extremely high temperatures are likely to be encountered. This again is well established by aircraft practice. This again is well established by aircraft practice.

I feel that the development in Australia of a section of the motor industry which is closely allied to the aircraft industry will add much to the country's potential. It will not only stimulate the growth of the alum-inium industry but it will provide a reservoir of trained engineers who could play a very useful part in any sudden expansion of aircraft production. With this in mind/I should be glad to see a few of our graduates in Aeronautical Engineering taking positions in your organisation.

If at any stage I can be of assistance to you in the solution of technical problems or otherwise, I should be glad to put my resources at your disposal.

Wishing you every success.

Yours sincerely, A. V. STEPHENS. (This refers to the two litres (larger model) car, which is available to the Company for Australia).

AUTOMOBILES HOTCHKISS

DIRECTION GENERALE

SAINT-DENIS, France, 4th July, 1949.

L. J. Hartnett, Esq., 414 Collins Street, MELBOURNE, C.1.

Dear Mr. Hartnett.

As you already know, I take pleasure to confirm to you that I have signed, for my Company, an agreement with Mr. J. A. GREGOIRE for the manufacture in France of the Gregoire two litres car. You certainly know the name HOTCHKISS, one of the oldest in the world-wide automobile industry and one of the most renowned.

I have decided to manufacture this car after extremely long and severe tests made last winter which confirmed to me that the Gregoire two litres possessed qualities as regards speed, economy, roadability, suspension and silence which cannot be found assembled together in any car in the world. I and the majority of the French technicians consider that this car is far ahead of all that is manufactured in the world at the present time.

I may add that my relations with Mr. J. A. Gregoire, as well as that of my Company, are most friendly. Mr. J. A. Gregoire has accepted to help me in the realization of my programme and I am sure to meet with success.

I shall be very glad to meet you when you come to France. As we are pursuing on both sides of the world the launching of the Gregoire technique, I and my firm place ourselves at your entire disposal in case you need any help in our country.

With kindest regards,

Sincerely yours, (Signed) M. de GARY. President, General Manager.

CHAMBERLAIN INDUSTRIES LIMITED

Salmon Street, Port Melbourne, S.C.7.

15th June, 1949

Dear Mr. Hartnett.

The test run in your new small car was most appreciated and I must congratulate you on having a machine with such splendid all-round performance.

From a technical point of view the design is really clever as the problems have been tackled from a consideration of fundamental requirements rather than by attempting to "scale down" a large car.

The variable rate rear suspension, of course, contributes much to the excellent riding. In fact, the ability of the Gregoire to travel fast over rough roads would be good by any standards—it is amazing in such a small car with an essentially high ratio of load variation to total car weight.

The design should fit in well with Australian production facilities as it is obviously laid out for easy manufacture in relatively small numbers.

The rather revolutionary idea of building up the basic structure from aluminium alloy eastings should keep the steel requirements at a minimum as it would also the need for heavy production machine tools.

The patterns, foundry equipment and machining fixtures would need to be first class but as you have these available it should be possible to get production fairly soon.

I wish you every success with the project and look forward to seeing an early start on the factory,

Yours sincerely,

ALAN CHAMBERLAIN.

(The foregoing reports and letters were prepared for the purpose of being incorporated in this Prospectus).

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UNDERWRITING COMMISSION OR BROKERAGE

No underwriting commission is being paid. A brokerage of ad, per share will be paid on all shares allotted in respect of applications lodged by and bearing the stamp of any Member of a recognised Stock Fixchange.

APPLICATIONS FOR SHARES

Applications for shares of this issue must be made on the form of application accompanying this Prospectus and forwarded to the registered office of the Company at 434 Collins Street, Melbourne. All cheques should be crossed "Not Negotiable" and made payable to Hartnett Motor Company Limited.

Subscription Lists will be opened at 10 a.m. on the 11th October, 1949, and will close at noon on the 21st November, 1949, but the directors reserve the right to close the issue at any earlier time without notice.

ALLOTMENT

The Directors reserve the right to reject any application or to allot a lesser number of shares than the number applied for. If no allotment is made, the amount accompanying the application will be refunded in full. If the number allotted is less than the number applied for, the surplus application money will be refunded in full. The Board of Directors will proceed to allotment as early as practicable after the closing of the issue but not later than 1st February, 1950.

STOCK EXCHANGE LISTING

It is intended as soon as practicable to apply for official listing of the shares on the Stock Exchange of Melbourne.

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STATUTORY INFORMATION

 The contents of the Memorandum of Association of the Company with the names, addresses and descriptions of the signatories and the number of shares subscribed for by them are set out in this Prospectus.

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- z. No founders or management or deferred shares are to be issued.
- 3. The number of shares fixed by the Articles of Association of the Company as the qualification of an Director is 1,000 shares.
- The following provision is made in the Articles of Association as to remuneration of Directors:—
- 82.—As remuneration for their services each Director shall be paid out of the funds of the Company the sum of £300 per annum or such other sum as the Company in General Meeting may from time to time determine. Specific notice of intention to propose any increase in the Directors' fees shall be given to shareholders in the notice convening the Meeting. The Directors shall not be paid sæ remuneration for their services as Directors a commission or percentage of the profits or turnover of the Company. The Directors shall not have power to fix a salary or allowance for the Chairman in addition to the Directors' remuneration authorised by the Articles or by the Company in General Meeting. A Managing Director and any other Directors who may be salaried officers shall not participate in the before-mentioned Directors' remuneration.
- 83.—If any Director being willing shall be called upon to perform extra services or to make any special exertions in going or residing abroad or otherwise for any of the purposes of the Company the Company may retrumerate such Director by the payment of a fixed sum to be determined by the Directors and such retrumeration may be either in addition to or in substitution for the retrumeration above provided.
- 97.—The remaneration of a Managing Director or other esecutive Director shall subject to the provisions of any contract between him and the Company from time to time be fixed by the Directors and may be by way of fixed salary or commission on dividends or profits of the Company or of any other Company in which the Company is interested and by participation in any such profits or by any or all of these modes but shall not be by way of commission on or percentage of turnover.
- The names, addresses and descriptions of the directors of the Company are as hereinbefore set our in this Prospectus.
- The minimum amount which in the opinion of the Directors must be raised by this issue for the purpose of providing the sums required in respect of the following is—
- (i) the purchase price of any property purchased or to be purchased which is to be defrayed in whole or in part out of the proceeds of the issue—

 Exclusive and non-exclusive rights to manufacture and sell as hereinbefore set out £10,000

 Assemblies, supplies, tools, gauges, etc. hereinbefore referred to ... 31,250

 £41,250
- (ii) any preliminary expenses payable by the Company and any commission or brokerage or both so payable to any person in consideration of his agreeing to subscribe for or of his procuring or agreeing to procure subscription for any share in the Company.
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There are no amounts to be provided in respect of the matters aforesaid otherwise than out of the proceeds of this issue.

- . The amount payable on application on each share is five shillings.
- 8. No amount has been paid within the two preceding years as commission or brokerage but the sum of ad, per share is payable for brokerage on such of the said 400,000 shares of the issue as are allored on applications lodged by and bearing the stamp of any Member of a recognised Stock Exchange.
- 9. The names and addresses of the Vendors of any property purchased or acquired by the Company or by any subsidiary company or proposed to be so purchased or acquired which is to be paid for wholly or partly out of the proceeds of the issue offered for subscription by this Prospectus.
 - (i) the said Le Societe des Brevets J.A. Gregoire of 12 Rue Newton, Paris XV to in the Department of Scine, France, and Jean Albert Gregoire of 92, Avenue Niel, Paris 86—the vendors of the exclusive and non-exclusive rights and licences hereinbefore referred to for which they receive the payment (£10,000) and the shares and royalties bereinbefore mentioned, in this prospectus as Licensors' Consideration:
 - (ii) the said Laurence John Hartnett—who is to be reimbursed the total sum of £9,000 hereinbefore referred to and who is to accept satisfaction thereof in fully paid Ordinary shares of 5/- each of the Company at par;
 - (iii) the said Laurence John Hartnett and John Stanley Ogden who receive 40,000 fully paid shares of 5/- each in the capital of Hartnett Holdings Pty. Ltd. as consideration for assigning to that Company the right of nomination under the License Agreement being the material contract first hereinafter referred to;
 - Hartnett Holdings Pry. Ltd., the registered office of which is at Number 434 Collins Street, Melbourne, which Company is to receive (a) 40,000 Fully paid Ordinary shares of 57-each in the capital of this Company as consideration for its having nominated (pursuant to the material contract sixthly beteinafter referred to) this Company as the Company to enter into and obtain the benefit of the said exclusive and non-exclusive licences. The said shares are to be allotted (as hereinbefore provided) as to 20,000 ther of when 250 cars have been sold and as to 20,000 when the net profits of the Company (after providing for statutory depreciation and ordinary income tax) exceed in respect of a financial year an amount equal to at least 10% on the ordinary paid up capital of the Company; (b) a royalty at the rate of £1 per centum on the net invoice value of all vehicles, accessories, components and related parts sold or exported by this Company in or to countries outside Australia and (c) seventy-five per centum of net consideration to be received in respect of all rights of manufacture outside Australia;
 - (v) Augustus James Newman of 32 Victoria Street, London, S.W.t., England, who sells the said assemblies supplies tools and gauges for the sum of £31,250 to the said Laurence John Harmett and John Stanley Ogden who agree to sell the same to the Company at the same price.
- 10. The amount payable in cash or shares to each vendor is as hereinbefore set out in the last preceding paragraph.
- 11. The amount paid or payable as purchase money for any property purchased as aforesaid is as hereinbefore set out in this Prospectus. Except insofar as payments made for the Licences and rights hereinbefore referred to may be regarded as payments for goodwill, no amount is being paid for goodwill.
- 12. The preliminary expenses including accounting, legal expenses, registration fees, printing and sundries in respect of this issue are estimated not to exceed £600. Brokerage payable as aforesaid at the rate of 2d, per share on 400,000 shares is estimated not to exceed £3,333.
- 13. No amount has been paid or is intended to be paid to any premoter other than as is hereinbefore set out.
 - 14. There are no material contracts other than the following:
 - FIRSTLY: AGREEMENT made the 3rd day of March, 1949, between Le Societe des Brevets J.A.

 Gregoire of the first part, Jean Albert Gregoire of the second part and Laurence John
 Hartnett C.B.E. and John Stanley Ogden of the third part, whereby the parties of the
 third part are entitled (inter alia) to nominate a Company for the purpose of entering
 into a Licence Agreement with the parties of the first and second part.
 - SECONDLY:AGREEMENT made the 3rd January 1949 between Eric Charles Hearon Shillaker of 20 Queen Street, Mayfair, London as Agent for Laurence John Hartnett and John Stanley Ogden and Augustus James Newman of 32 Victoria Street, London, S.W. t. whereby Augustus James Newman agrees to sell to the said Laurence John Hartnett and John Stanley Ogden assemblies, supplies, tools and gauses.

- THIRDLY: AGREEMENT made the 25th day of March 1949 between Eric Charles Heaton Shillaker as agent as aforesaid and the said Augustus James Newman extending the period for completion of the purchase referred to in (ii);
- FOURTHLY: AN AGREEMENT made the 29th day of August 1949 between the said Laurence John Hartnett and John Stanley Ogden and Govan Woolston Cox of 434 Collins Street, Melbourne as Trustee for this Company for the purchase of the said assemblies, supplies, tools and gauges at the same price to be paid therefor by the said Laurence John Hartnett and John Stanley Ogslen;

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- FIFTHLY: AN AGREEMENT made the 29th day of August 1949 between the said Laurence John Hartnett and John Stanley Ogden of the one part and Hartnett Holdings Proprietary Limited of the other part whereby the parties of the one part assign to the Company of the other part the right of nomination referred to in the agreement firstly above mentioned.
- SIXTHLY: AN AGREEMENT made the 29th day of August 1949 between Hartnett Holdings Proprietary Limited of the first part the said Laurence John Hartnett and John Stanley Ogden of the second part and the said Govan Woolston Cox as Trustee for this Company of the third part whereby Hartnett Holdings Proprietary Limited nominates this Company as the Company to enter into the Licence Agreement referred to in the Agreement firstly above mentioned.

Copies of each of these agreements have been filed with the Registrar General and the originals thereof may be inspected at any time at the registered office of the Company—434 Collins Street, Melbourne.

13. Full particulars of the nature and extent of the interest of every director and of every expert in the promotion of or in the property proposed to be acquired by the Company are as follows:—

The said Laurence John Hartnett and the said John Stanley Ogden are entitled to the reimbursements and shares hereinbefore set out under paragraph 9 bereof-

Each of them is a director and shareholder of Hartnett Holdings Pty. Ltd. and to the extent of their respective shareholdings therein are interested in the promotion and property to be acquired by the Company from Hartnett Holdings Pty. Ltd. and in the royalty of $f_{\rm L}1\%$ payable by this Company to Hartnett Holdings Pty. Ltd. and the seventy-five per centum of the net consideration to be received in respect of all rights to manufacture outside Australia.

The said Walter Oswald Burt is the holder of one (Subscribers) share in the capital of Harmett Holdings (Proprietary Limited). He is a member of the firm of Oswald Burt & Co., Solicitors for the Company, and the said firm is entitled to charge all reasonable and ordinary fees for work done in connection with the formation of the Company.

The said Govan Woolston Cox is the holder of one (Subscribers) share in the capital of Hartnett Holdings Pty. Ltd. He is a member of the firm of G. W. Cox & Gullick, Chartered Accountants, and the said firm is entitled to charge all reasonable and ordinary fees for work done in connection with the formation of the Company.

The nature and extent of the interest of each director is fully set out herein and elsewhere in this Prospectus.

- 16. None of the Directors of the Company holds or will hold his qualification shares as nominee of any Vendor of property purchased or proposed to be purchased by the Company or of any promoter or other person.
- 17. The Auditor of the Company is Mr. Arthur Henry Etherington B.Comm. F.C.A. (Aust.), of the firm of Messes. J. S. Eastwood & Co., of 462 Little Collins Street, Melbourne.
- 18. Otherwise than as hereinbefore set forth, the Company has not yet commenced business and no accounts have been made up. The Company has not established a place of business in Queensland, New South Wales or South Australia.
- dip. The instrument constituting or defining the constitution of the Company is the Memorandum and Articles of Association.
- 20. Copies of the Memorandum and Articles of Association and of the Companies' Act, 1938, of the State of Victoria (being the Statute under which the Company is incorporated) and of the Contracts referred to in paragraph 14 hereof may be inspected between the hours of 10 a.m. and 4 p.m. at the Registered Office of the Company, 434 Collins Street, Melbourne, and at the offices of the following firms of Solicitors: Baldick & MacPherson, 14 Martin Place, Sydney; King & Gill, 33 Queen Street, Brisbane, Alderman Brazel Clarke & Ward, 24 Waymooth Street, Adelaide.

21. The following state ment is made pursuant to National Security (Capital Issues) Regulations:

The fact that the Treasurer of the Commonwealth has consented to the issue of the shares referred to in this Prospectus is not to be taken in any way as a guarantee of the actual or probable financial stability or success of the Company.

22. No amount of shares or debentures have been issued or agreed to be issued as fully or partly paid up in cash or otherwise within the two preceding years, save as herein before set out

Dated the Tenth day of October, 1949.

L. J. HARTNETT W. W. ALDERTON J. S. McCALLUM G. W. COX W. O. BURT J. S. OGDEN

COMPANIES ACT, 1938 MEMORANDUM OF ASSOCIATION of "HARTNETT MOTOR COMPANY LIMITED"

The name of the Company is "HARTNETT MOTOR COMPANY LIMITED."

The registered office of the Company shall be situate in Melbourne or such other place in the State of Victoria's the Directors shall from time to time determine.

The objects for which the Company is formed are:

to accept the nomination of Harmett Holdings Proprietary Limited and/or LAURENCE JOHN HARTNETT of 414 Collins Street, Melbourne, in the State of Victoria, Chartered Engineer and JOHN STANLEY OGDEN of 414 Collins Street, Melbourne, in the said State as the Company formed for the purpose of exploiting the manufacture or sale of a certain vehicle and to enter into a License Agreement with Le Societe Des Brevets J.A. Gregoire the registered office of which is situated at 12 Rue Newton Paris XVIe in the Department of Scine France and JEAN ALBERT GREGOIRE of 92 Avenue Niel Paris 8c (in a form which for the purposes of identification has been subscribed by Walter Oswald Burt of 394 Collins Street Melbourne Solicinor) whereby the Company shall become entitled to certain rights and property AND to carry the said License Agreement into effect with or without modification; modification:

to adopt-

- an agreement expressed to be made between Hartnett Holdings Proprietary Limited of the first part Laurence John Hartnett and John Stanley Ogden of the second part and Govan Woolston Cox as trustee for the Company of the third part and
- an agreement expressed to be made between the said Laurence John Hartnett and John Stanley Ogden of the one part and the said Govan Woolston Cox as trustee for the Company of the other part

AND to carry the said agreements into effect with or without modification;

- to carry on business as manufacturers of and dealers in, designers assemblers suppliers hirers repairers cleaners and storers of automobiles motor cars motor cycles trucks launches boats acto-planes hydroplanes and conveyances and vehicles of every description and engines machinery plant implements utensils appliances apparatus accessories lubricants cements solutions enamels paints ducos and all things capable of being used in connection therewith or in the manufacture maintenance construction or working thereof;
- to carry on business as general electrical mechanical constructional and automobile engineers iron founders shipwrights tool makers brass founders metal workers boiler makers millwrights machinists iron and steel converters smiths wood workers timber merchants builders coach builders painters metallurgists printers earriers die makers tool and gauge masufacturers up-holsterers leather workers platers riveters tyre and tube makers and the like;
- to carry on business as general (wholesale and retail) merchants importers and exporters and to buy sell let on hire manufacture design assemble alter improve adapt and deal in machinery and mechanical electrical and other contrivances plant and devices of every nature and description component and spare parts accessories fittings and things of any and every kind or nature which may be necessary suitable convenient or desirable for or in or in connection with automobiles motor cars motor cycles motor trucks vehicles and engines machinery implements utensili appliances and apparatus of every nature and description;
- to carry on business as manufacturers and producers of plastic synthetic artificial and fabricated products substances and materials of every description and to deal in all such products, and to produce treat store apply and provide for the use and distribution of electricity and power:
- to carry on any business relating to the winning working or production of minerals metals oils ores vegetable or fibrous substances derivatives or products and any materials which may be usefully or conveniently employed in the trade business undertaking or objects of the Company.
- to carry on any other business manufacturing or otherwise which the Company conveniently may earry on in connection with or incidental to any of its objects or which may seem conducive to the interests of the Company:

- to purchase or otherwise acquire and undertake and extend the whole or any part of the goodwill
 property and other assets and liabilities of any person or company carrying on any business
 which the Company is authorised to carry on or possessed of property suitable for any of the
 purposes of the Company;
- (j) to undertake take over accept carry out and fulfil all such contracts obligations liabilities and duties as the Company or its Directors shall think fit and whether the same are now existing or are hereafter to arise and whether created by mortgage bill of sale specialty instrument in writing or oral contract or otherwise howsoever and upon such terms and conditions and generally as the Company or its Directors shall think fit;
- (k) to buy sell take on lease or licence exchange apply for a grant of or otherwise deal in and with land and purchase acquire hire and dispose of and make contracts relating to any real and/or personal property or interests therein and any patents copyrights formulae secret processes or information concessions trade marits brevets d'invention licences and other like rights and any other rights and privileges which the Company may think necessary or convenient for the purposes of its business and to use exercise develop or grant licences in respect of or otherwise turn to account the property rights or information so acquired;
- (l) to enter into partnership or any arrangement for sharing profits union of interests co-operation joint adventure reciprocal concession or otherwise with any person or company carrying on or engaged in or about to carry on or engage in any business or transaction which the Company is authorised to carry on or engage in or any business or transaction capable of being conducted so as directly or indirectly to benefit the Company;
- (m) to amalgamate with any other Company
- to apply for take or otherwise acquire and hold or sell or grant options or rights to purchase over or otherwise dispose of shares rights debentures obligations or securities of or in any other Company;
- (o) to promote any company or companies for the purpose of acquiring all or any of the property rights and liabilities both present and future of this Company or for any other purpose which may seem directly or indirectly calculated to benefit this Company;
- (p) to sell grant options or rights to purchase over or otherwise dispose of the undertaking and assets (including property real or personal) of the Company or any part thereof for such consideration as the Company may think fit and in particular for shares debentures debenture stock or securities of any other Company;
- (q) to sell exchange partition grant options or rights to purchase over improve manage develop lease sub-lease mortgage licence enfranchise dispose of turn to account or otherwise deal with all or any part of the undertaking assets (including property real or personal) and rights of the Company including its uncalled and called but unpaid capital (if any);
- (r) to construct build repair maintain creet operate alter or adapt any factories shops offices laboratories and conveniences of any and every kind and description workers houses flat-maisonettes building schemes and the like stores warehouses deposits refineries tanks pipe line-canals channels telegraph telephone and power lines and things of all and every nature and description which may be necessary suitable convenient or desirable for or in connection with any business trade operation or undertaking in which the Company may from time to time or at any time engage;
- (s) to invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined;
- (t) to lend money to such person or persons company or companies and on such terms as may seem expedient and in particular to customers and others having dealings with the Company and to guarantee the performance of any contracts by any such person or company;
- (0) to borrow or raise or secure the payment of money in such manner as the Company shall think fit and in particular by the issue of debentures or debenture stock (perpetual or otherwise) bonds mortgages bills of sale or other securities charged upon all or any of the undertaking or property of the Company (both present and future) including its uncalled capital and called but unpaid capital or without any such security and to purchase redeem or pay off any such securities.
- (v) to remunerate any person or company by payment in each or the allotment and/or issue of shares in the Company either fully or partly paid up or otherwise for services rendered in placing or assisting to place or guaranteeing the placing of any of the shares in the capital of the Company or any debentures debenture stock or other securities of the Company or in or about the formation or promotion of the Company or the advancement or conduct of its business and to pay any brokerage fees or commission to brokers or other persons for placing or obtaining subscriptions for or underwriting any of the shares or securities of the Company;

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Names, Addresses and Occupations of Subscribers	Number of Shares Taken by Each Subscriber
Full Name:—LAURENCE JOHN HARTNETT Address:—414 Collins Street, Melbourne Occupation:—Engineer.	One Share
WITNESS to the above signature : Kevin Coleman	
z. Full name:—LEILA MAY WILLIAMSON Address:—z61a Domain Road, South Yarra. Occupation:—Private Secretary. WITNESS to the above signture:—Kevin Coleman.	One Share
 Full name: —JOHN STANLEY OGDEN, Address: —414 Collins Street, Melbourne. Occupation: —Director 	One Share
WITNESS to the above signature:—Kevin Coleman.	
 Full name: —WALTER OSWALD BURT, Address: —194 Collins Street. Occupation: —Solicitor. 	One Share
WITNESS to the above signature : Kevin Coleman.	
 Full name: —GOVAN WOOLSTON COX, Address: —434 Collins Street, Melbourne. Occupation: —Chartered Accountant (Aust.). 	One Share
WITNESS to the above signature:—Kevin Coleman, Clerk to Oswald Burt & Co., 194 Collins Street, Melbourne.	
TOTAL SHARES TAKEN	Five Shares

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DATED the 29th day of August, 1949.

HARTNETT MOTOR COMPANY LIMITED

(Incorporated under the Companies Act, 1938, of the State of Victoria).

AUTHORISED CAPITAL—£250,000 ISSUE AT PAR OF 400,000 ORDINARY SHARES OF 5/- EACH FORM OF APPLICATION FOR SHARES

To the Directors,
HARTNETT MOTOR COMPANY LIMITED.
Dear Sirs,
1/We hereby apply for
1/We enclose the sum of
1/We agree to accept the number of shares applied for or any lesser number which may be allotted me/us.
I/We authorise you to register me/us as the holder/s of the shares allotted in respect of this application and I/We agree to be bound by the Memorandum and Articles of Association of the Company.
USUAL SIGNATURE
In Block Letters SURNAME Mr. Mm Miss FULL CHRISTIAN NAMES
FULL ADDRESS
OCCUPATION
This form, together with the relative payment, must be lodged at the registered office of the Compar at Number 434 Collins Street, Melbourne. Cheques should be crossed "Not Negotiable" and made payab to Hartnett Motor Company Limited.
Exchange must be added to cheques other than those drawn on Banks in Melbourne.
Subscription lists will close at noon on 21st November, 1949, or such earlier date as may be decided the Directors.
This application must be signed by the applicant personally or by his/her authorised Attorney/s. signed by an Attorney the relative Power of Attorney must be submitted to the Company for inspectio and accompanied by a Declaration by the Attorney of Non-Revocation of the relative Power of Attorney A joint application must be signed by each of the parties.
Every Company must execute under the Common Seal of the Company and submit copies of its Memo andum and Articles of Association with its application.
Specimen Signature of Applicant

Barker & Company
PRINTERS
474 Utile Lanedole St. Helipoome

THIS PROSPECTUS is dated the 10th day of October 1949. A copy of this Prospectus has been filed with the Registrar General of the State of Victoria as required by Section 34 of the Companies Act 1938. Copies duly certified have been lodged with the Registrar General of the State of New South Wales, the Registrar of Companies of the State of South Australia and a duly certified copy has been delivered to the Registrar of Companies of the State of Queensland. These officers take no responsibility as to the contents of this Prospectus.

HARTNETT MOTOR COMPANY LIMITED

Incorporated under Companies Act, 1938, of the State of Victoria on the 30th day of August, 1949.

PROSPECTUS

of

ISSUE OF

400,000 Ordinary Shares of 5/- each at par payable in full on application.

	AUT	HOR	ISED	CAP	TTAL					
1,000,000 Ordinary Shares of 5/- each	****	775	***	777	777		377	(80)	74	£250,000
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400,000 Ordinary Shares of 5/- each	777.0	777	***			***	***	44	777	£100,000
	LIC	ENSC)R'S	SHAI	RES					
44,444 Ordinary Shares of 1/- each Gregoire (S.B.G.) under the centum of the Issued Capital value in Shares)	of the	s of Lic e Comp	pany to	Agreem	ent (S.I	B.G. is	entitle	d to te	n per	Luani
40,000 Ordinary Shares of 5/- each Consideration as to 20,000 the net profits of the Com- income tax) esseed in respec- paid up Ordinary Capital of	Fully bereof pany t of a	Paid to when (after p financia	be be 250 car providi al year	s have ng stat an ame	eserve been so utory o	old and deprecia ual to :	an to : atton a at least	nd ord	when	£10,000
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511,112 Ordinary Shares of 57- each	no b	e issue	d as re-	paring	1	5355	200	922	700	£127,778
1,000,000										£250,000

The Memorandum and Articles of Association of the Company have been drawn so as to comply with the requirements of The Stock Exchange of Melbourne.

HARTNETT MOTOR COMPANY LIMITED

(Incorporated under the Companies Act, 1938, of the State of Victoria).

DIRECTORS

LAURENCE JOHN HARTNETT, C.B.E., M.I.E. (Aust.), M.LA.Ae,E., of 8 Heyington Place, Toorak and of 414 Collins Street, Melbourne, Chartered Engineer (Chairman and Managing Director).

WARREN WALLACE ALDERTON, 15 Doohat Avenue, North Sydney, and 12 O'Connell Street, Sydney, Company Director.

JOHN STEWART McCALLUM of 50 Shannon Avenue, Newtown, Geelong, and of 103 Little Malop Street, Geelong, Company Director.

GOVAN WOOLSTON COX of "Doon Cottage," Kars Street, Frankston, and 434 Collins Street, Melbourne, Company Director.

WALTER OSWALD BURT of "Crayle," Hill Street, Toorak, and of 394 Collins Street, Melbourne, Barrister and Solicitor.

JOHN STANLEY OGDEN of 65 Queen's Road, Melbourne, E.C.3., and of 414 Collins Street, Melbourne, Company Director.

BANKERS

The National Bank of Australasia Limited, 271 Collins Street, Melbourne.

SOLICITORS

Oswald Burt & Co., 394 Collins Street, Melbourne.

AUDITORS

ARTHUR HENRY ETHERINGTON, B.Com., F.C.A. (Aust.) of J. S. Eastwood & Co., 462 Little Collins Street, Melbourne.

REGISTERED OFFICE

454 Collins Street, Melbourne.

SECRETARY

EDWIN ALBRECHT JENSEN, F.C.LS.

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HARTNETT MOTOR COMPANY

(Incorporated under Companies Act 1938 of the State of Victoria)

AUTHORISED CAPITAL - £250,000

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PROSPECTUS

of

An Issue for Public Subscription of 400,000 ORDINARY SHARES OF 5/- EACH - £100,000

To be issued at Par and Payable in Full on Application.

*

SHAREBROKER

BEING A MEMBER OF A RECOGNISED STOCK EXCHANGE.