

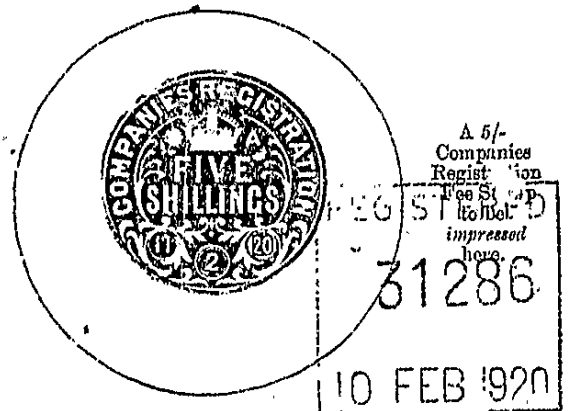
Name of Company MONTAGUE L. MEYER (NORTHERN) LIMITED

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ANNUAL RETURN

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COMPANIES ACTS, 1908 to 1917.



DECLARATION of Compliance with the requirements of the Companies
Act, made pursuant to S. 17 (2) of the Companies (Consolidation)
Act, 1908 (8 Edw. 7 Ch. 69) on behalf of a Company proposed to be
registered as Montague L. Meyer (Manchester)

Limited.

PUBLISHED AND SOLD BY
WATERLOW & SONS LIMITED,
LAW AND COMPANIES' STATIONERS AND REGISTRATION AGENTS,
LONDON WALL, LONDON.

Presented for filing by

HERBERT OPPENHEIMER, NATHAN & VANDYK,
HERBERT OPPENHEIMER, NATHAN & VANDYK,

PARR'S BANK BUILDING.

1, FINSBURY SQUARE, E.C.2.

I Harry Lewis Nathan.
of 1 Finsbury Square in the County of
London.

(a) Here insert:
"A Solicitor of the
"High Court engaged
in the formation,"
or
"A director (or
"Secretary) named in
"the Articles of
"Association."

Do solemnly and sincerely declare that I am a Solicitor of
the High Court engaged in the formation

of Montague L. Meyer (Manchester)

Limited, and That all the requirements of the Companies (Consolidation)
Act, 1908, in respect of matters precedent to the registration of the said
Company and incidental thereto have been complied with. And I make
this solemn Declaration conscientiously believing the same to be true and
by virtue of the provisions of the "Statutory Declarations Act, 1835."

Declared at No 4 Finsbury
Square in the County of
London
the 4th day of February
one thousand nine hundred and twenty
Before me Matthew J. Harris

R. Nathan

A Commissioner for Oaths

No. of Certificate

163881



Montague L. Meyer (Manchester) LIMITED.

31285

10 FEB 1920

STATEMENT of the Nominal Capital made pursuant to s. 112 of the Stamp Act, 1891, as amended by s. 7, Finance Act, 1899. (NOTE.—The Stamp Duty on the Nominal Capital is Five Shillings for every £100' or fraction of £100.)

This Statement is to be filed with the Memorandum of Association or other Document, when the Company is registered.

PUBLISHED AND SOLD BY

WATERLOW & SONS LIMITED,

LAW AND COMPANIES' STATIONERS AND REGISTRATION AGENTS,

LONDON WALL, LONDON.

Presented for filing by

HERBERT C. FLEMMING, NATHAN & VANDYK,

PARR'S BANK BUILDING.

1, FINSBURY SQUARE, E.C.2.

SOLICITORS.

The NOMINAL CAPITAL of Montague L. Meyer (Manchester)

Limited,

is £ 50,000 divided into 50,000 shares of £ 1 — each.

Signature

Herbert Oppenheimer Nathan
Tandryk.

Description

Solts of Company.

Date 4th day of Feb 1920

This Statement should be signed by an Officer of the Company.

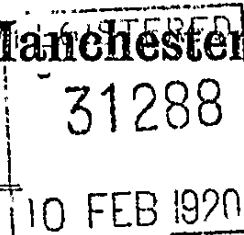


COMPANY LIMITED BY SHARES.

Memorandum of Association

OF

Montague L. Meyer (Manchester)
LIMITED.



10 FEB 1920



158-75
Canal
Montague L Meyer
7/9/20

1. The name of the Company is "MONTAGUE L. MEYER (MANCHESTER) LIMITED."

2. The registered office of the Company will be situate in England.

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

(A) To buy, sell, import, export and deal in timber and wood of all kinds and to carry on business as shipowners and carriers by land and sea and so far as may be deemed expedient the business of general merchants and to buy, clear, plant, and work timber estates and to carry on any other business which may seem to the Company capable of being conveniently carried on in connection with any of the above, or calculated directly or indirectly to render profitable or enhance the value of the Company's property or rights for the time being.

(B) To take, purchase or otherwise acquire and hold or be interested in stocks, shares, funds, securities and debentures in any other company, government or corporation and to sell, dispose, charge or otherwise deal with the same in any manner whatsoever as may be considered directly or indirectly to benefit this Company.

(C) To acquire and undertake the whole or any part of the business, property and liabilities of any person or

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company carrying on any business which the Company is authorised to carry on, or possessed of property suitable for the purpose of this Company.

- (D) To apply for, purchase or otherwise acquire, any patents, brevets d'invention, licences, concessions, and the like, conferring any exclusive or non-exclusive or limited right to use, or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company or the acquisition of which may seem calculated directly or indirectly to benefit the Company, and to use, exercise, develop, or grant licences in respect of, or otherwise to turn to account the property, rights or information so acquired.
- (E) To enter into partnership or into 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 capable of being conducted so as directly or indirectly to benefit this Company. And to lend money to, guarantee the contracts of, or otherwise assist, any such person or company and to take or otherwise acquire shares and securities of any such company and to sell, hold, re-issue, with or without guarantee or otherwise deal with the same.
- (F) To enter into any arrangements with any governments or authorities supreme, municipal, local or otherwise, that may seem conducive to the Company's objects, or any of them, and to obtain from any such government or authority any rights, privileges, and concessions which the Company may think it desirable to obtain, and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.
- (G) To establish and support or aid in the establishment and support of associations, institutions, funds, trusts and conveniences calculated to benefit employees or ex-employees of the Company or its predecessors in business or the dependents or connections of such persons, and to grant pensions and allowances, and

to make payments towards insurance, and to subscribe or guarantee money for charitable or benevolent objects, or for any exhibition, or for any public, general or useful object.

- (H) To promote any company or companies for the purpose of acquiring all or any of the property, rights and liabilities of this Company or for any other purpose which may seem directly or indirectly calculated to benefit this Company.
- (I) Generally to purchase, take on lease or in exchange, hire or otherwise acquire any real and personal property, and any rights or privileges which the Company may think necessary or convenient for the purposes of its business and in particular any land, buildings, easements, machinery, plant and stock-in-trade.
- (J) To construct, maintain, and alter any buildings, or works, necessary or convenient for the purposes of the Company.
- (K) To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined.
- (L) To lend money to such persons 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 contracts by any such persons.
- (M) 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, charged upon all or any of the Company's property (both present and future) including its uncalled capital, and to purchase, redeem, or pay off any such securities.
- (N) To remunerate any person or company for services rendered or to be rendered, in placing or assisting to place or guaranteeing the placing of any of the shares in the Company's capital or any debentures, debenture stock or other securities of the Company, or in or about the formation or promotion of the Company or the conduct of its business.

- (o) To draw, make, accept, indorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
- (p) To undertake and execute any trusts the undertaking whereof may seem desirable, and either gratuitously or otherwise.
- (q) To sell or dispose of the undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any other company having objects altogether or in part similar to those of this Company.
- (r) To sell, improve, manage, develop, exchange, lease, mortgage, enfranchise, dispose of, turn to account, or otherwise deal with, all or any part of the property and rights of the Company.
- (s) To do all or any of the above things in any part of the world and as principals, agents, contractors, trustees or otherwise, and by or through trustees, agents, or otherwise, and either alone or in conjunction with others.
- (t) To distribute any of the property of the Company in specie among the Members.
- (u) To do all such other things as are incidental or conducive to the attainment of the above objects.

And it is hereby declared that the intention is that the objects specified in each paragraph of this clause shall except where otherwise expressed in such paragraph be in no wise limited or restricted by reference to or inference from the terms of any other paragraphs or the name of the Company.

4. The liability of the Members is limited.

5. The share capital of the Company is £50,000, divided into 50,000 shares of £1 each. Upon any increase of capital the Company is to be at liberty to issue any new shares with any preferential, deferred, qualified, or special rights, privileges and conditions attaching thereto.

WE, the several persons whose names, addresses and descriptions 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 AND DESCRIPTIONS OF SUBSCRIBERS.	Number of Shares taken by each Subscriber.
<i>Fred. J. Smith.</i> <i>9 Willow Road.</i> <i>London. N.</i> <i>Solrs Clerk.</i>	<i>One.</i>
<i>Federick Mann.</i> <i>5 Dalmeny Road.</i> <i>Infants Park, London N. 4.</i> <i>Solrs Clerk.</i>	<i>One.</i>

Dated the *14th* day of *Febry*, 1920.

Witness to the above Signatures:—

H. G. Newell.

Clerk. to

HERBERT OPPENHEIMER, NATHAN & VANDYK,

PARR'S BANK BUILDING,

1, FINSBURY SQUARE, E.C.2.

SOLICITORS.

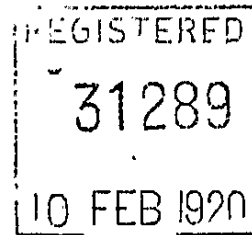
THE COMPANIES ACTS, 1908 to 1917.

COMPANY LIMITED BY SHARES.

Articles of Association

OF

Montague L. Meyer (Manchester) LIMITED.



1. The following Articles shall be the Articles of Association of the Company, and the Regulations contained in the Table marked "A" in the First Schedule of the Companies (Consolidation) Act, 1908 (hereinafter called Table "A") shall also apply to the Company except in so far as they are excluded, varied, or altered by these Articles.

2. The Regulations numbered 5, 31 to 40 both inclusive, 68, 70, 72, 73, 76 to 82, both inclusive, 88, 108 and 111 of Table "A" shall not apply to this Company.

3. The Company is intended to be a private Company within the meaning of the Statutes and accordingly the following provisions shall have effect :—

(A) The right to transfer shares of the Company shall be subject to the approval of the Directors, if more than one, or of the sole Director if only one, who shall have an absolute and uncontrolled discretion to refuse to register the transfer of any shares to any persons whom they or he shall not approve as Transferee without assigning any reason for such refusal.

(B) The number of Members of the Company (exclusive of persons who are in the employment of the Company, and of persons who, having been formerly in the employment of the Company, were while in such employment and have continued after the termination of such employment to be Members of the Company) is hereby limited to fifty, but where two or more persons

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11/11

hold one or more shares in the Company jointly they shall for the purpose of this clause be treated as a single Member.

(c) Any invitation to the public to subscribe for any shares, debentures or debenture stock of the Company is hereby prohibited.

(d) The Company shall not issue Share Warrants to bearer.

4. The words from "provided" to "last call" in Article 12 of Table "A" shall not apply to this Company.

5. The second sentence of Regulation 48 shall not apply to this Company.

6. In Regulation 51 of Table "A" the words "two Members present in person or by proxy shall be a quorum" shall be substituted for the words "three Members personally present shall be a quorum."

7. In Regulation No. 56 of Table "A" the words "two Members or a Member holding not less than one-fifth of the issued Share Capital" shall be substituted for the words "three Members."

8. The second sentence of Regulation No. 65 of Table "A" shall not apply to this Company.

9. The number of the Directors shall not be less than one nor more than five, and in the event of the death of a sole Director a General Meeting shall forthwith be called by the Secretary for the purpose of appointing a new Director or new Directors.

10. The first Director of the Company shall be Ethelbert Harewood Williams, of Palmerston House, London, E.C.

11. No Director shall be disqualified by his office from contracting with the Company either as Vendor, Purchaser or otherwise, nor shall any such contract or any contract or arrangement entered into by or on behalf of the Company in which any Director shall be in any way interested be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relation thereby established, nor be debarred from voting in respect of any such contract or arrangement, but it is declared that the nature of his interest must be disclosed by him at the Meeting of the Directors

at which the contract or arrangement is determined on if his interest then exists, or in any other case at the first Meeting of the Directors after the acquisition of his interest.

12. The Company in General Meeting may from time to time appoint one or more of their body to be Managing Director or Managing Directors of the Company, either for a fixed term or without any limitation of the period of office, and upon such terms and with such provisions as they think fit, and may from time to time remove or dismiss him or them from office and appoint another and others in his or their place or places. A Managing Director or Managing Directors shall, subject to the provisions of any contract between him or them and the Company, be subject to the same provision as to removal and otherwise as the other Directors of the Company, and if he or they cease to hold the office of Director from any cause he or they shall *ipso facto* and immediately cease to be Managing Director.

13. The Directors may from time to time entrust to and confer upon a Managing Director for the time being such of the powers exercisable under these presents by the Directors as they may think fit, and may confer such powers for such times and to be exercised for such objects and purposes and upon such terms and conditions and with such restrictions as they think expedient, and they may confer such powers collaterally with or to the exclusion of and in substitution for all or any of the powers of the Directors in that behalf, and may from time to time revoke, withdraw, alter or vary all or any of such powers.

14. The words from "and every Director" down to "for that purpose" in Article 75 of Table "A" shall not apply to this Company.

15. The Seal of the Company shall not be affixed to any instrument except in the presence of any one of the Directors, who shall sign every instrument to which the Seal of the Company is affixed in his presence.

16. The office of Director shall be vacated :—

- (A) If the Director becomes bankrupt, suspends payment or compounds with his creditors.
- (B) If he is found lunatic or becomes of unsound mind.
- (c) If by notice in writing he resigns his office.
- (D) If the Company shall pass an Extraordinary Resolution that he shall cease to be a Director.

17. At the Annual General Meeting of the Company in every year, all the Directors shall retire from office, but they shall be eligible for re-election and shall be deemed to retain office until a fresh appointment of Directors is made. If at any such Meeting no appointment of Directors shall be made the vacating Directors shall be deemed to have been re-elected.

18. The words from "and may also determine" to "out of office" in Article 83 of Table "A" shall not apply to this Company.

19. A resolution in writing signed by a sole Director or by all the Directors shall be as valid and effectual as if it had been passed at a Meeting of Directors duly called and constituted.

20. The quorum necessary for the transaction of business of the Directors may be fixed by the Directors, and unless so fixed shall be one.

21. The Auditors shall be Messrs. Holroyd, West and Northcote, of Nos. 5 and 6, Great Winchester Street, London, E.C., Chartered Accountants, and the Solicitors shall be Messrs. Herbert Oppenheimer, Nathan & Vandyk, of 1, Finsbury Square, London, E.C.

22. The following words shall be added at the end of Regulation No. 107 of Table "A":—"A copy of such balance-sheet and report shall for seven days previous to the Meeting be kept at the office of the Company open for the inspection of Members."

23. In a winding up the Liquidators may with the sanction of an Extraordinary Resolution distribute all or any of the assets in specie among the contributories in accordance with their rights.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.

Frederick L. Smith.
9 Wilton Road.
London N.
Solrs Clerk.

Frederick Mann.
5 Dalmeny Road.
Infant Clerk. London. N.Y.
Solrs Clerk.

Dated the *4* day of *Feb*, 1920.

Witness to the above Signatures:—

H. G. Newell
clerk to

HERBERT OPPENHEIMER, NATHAN & VANDYK,
 PARR'S BANK BUILDING.
 1. **FINCHBURY SQUARE, E.C.2.**
 SOLICITORS.

163881

Certificate No.

[Form No. 59.]

"THE TRADING WITH THE ENEMY AMENDMENT ACT, 1914."

[No Registration Fee payable.]

Declaration

Made pursuant to Section 9, Sub-Section (I) (a), of the said 31287.

REGISTERED
10 FEB 1920

NAME OF COMPANY:

Montague & Meyer (Manchester) —
LIMITED.

(See Page 2 of this Form.)

51222-6.19.

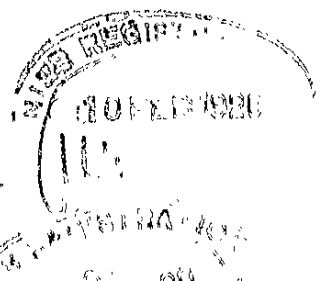
TELEGRAMS: "CERTIFICATE, FLEET, LONDON."

TELEPHONE NUMBER: HOLBORN 246.

JORDAN & SONS, LIMITED,
Company Registration Agents, Printers, Publishers, and Stationers,
116 & 117 CHANCERY LANE, LONDON, W.C. 2,
and 13 BROAD STREET PLACE, E.C. 2.

Presented for filing by

HERBERT OPPENHEIMER, NATHAN & V. C. L.
PARR'S BANK BUILDING,
1, FINSBURY SQUARE, E.C.2.
SOLICITORS.



I. Harry Louis Nathan.
of 1 Finsbury Square in the County of London.

Do solemnly and sincerely Declare that I am a Solicitor of the Supreme
Court engaged in the formation of... Montague L. Meyer
(Manchester)

LIMITED,

and that the Company is not formed for the purpose or with the intention
of acquiring the whole or any part of the undertaking of a person, firm,
or company, the books and documents of which are liable to inspection
under Sub-Section (2) of Section 2 of The Trading with the Enemy Act,
1914. And I make this solemn Declaration conscientiously believing the
same to be true, and by virtue of the provisions of The Statutory
Declarations Act, 1835.

Declared at No. 4 Finsbury
Square in the County of
London.

the 4th day of February,

One thousand nine hundred and twenty,

before me,

Matthew J. Jarvis.

H. L. Nathan

DUPLICATE FOR THE FILE.

No. 163881



Certificate of Incorporation

I Hereby Certify, That the
Montague L. Meyer (Manchester) Limited

is this day Incorporated under the Companies Acts, 1908 to 1917, and that the Company is Limited.

Given under my hand at London this *Tenth* day of *February*
One Thousand Nine Hundred and *Twenty*.

Fees and Deed Stamps £ *14-15/-*

Stamp Duty on Capital £ *125/-*

J. Little
Registrar of Joint Stock Companies.

Certificate received by *Chas. A. Connett*

1, Finsbury Square
London E.C.

Date *12. Feby 1920.*

25/1