

Number of } 237511  
Certificate }

[Form No. 41.]

"THE COMPANIES ACTS, 1908 to 1917."

**Declaration of Compliance**



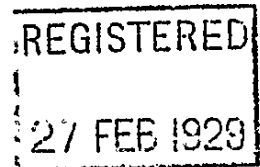
A  
Companies  
Registration  
Fee Stamp  
of 5s.  
must be  
impressed  
here.

WITH THE

**REQUIREMENTS OF THE COMPANIES  
(CONSOLIDATION) ACT, 1908,**

Made pursuant to Section 17, Sub-Section 2, of The Companies (Consolidation)  
Act, 1908, on behalf of a Company proposed to be Registered as

**MONTAGUE BURTON the TAILOR OF TASTE  
LIMITED.**



(See Page 2 of this Form.)

CL. 6131

TELEGRAMS: "CERTIFICATE, FLEET, LONDON."

TELEPHONE: HOLBORN 0484 (2 LINES).

**JORDAN & SONS, LIMITED,**  
Company Registration Agents, Printers, and Publishers,  
116 TO 118 CHANCERY LANE, LONDON, W.C. 2,  
and 13 BROAD STREET PLACE, E.C. 2.

resented for filing by



77.4

**J** Thomas Barnsley Simpson

of 41 Park Square, Leeds

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

\*Here insert--  
"A Solicitor  
of the High  
Court en-  
gaged in the  
formation of"  
or "A person  
named in the  
Articles of  
Association  
as a  
Director (or  
Secretary)  
of."

Montague Burton the Tailor of Taste 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 Leeds in the  
County of York

the 11<sup>th</sup> day of February,

One thousand nine hundred and twentieth,

before me,

T. B. Simpson

J. W. G. G. G. G.

A Commissioner for Oaths.

NOTE.—This part is reserved for binding, and must not be written on.

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cate }

237511

Form No. 42.

"THE COMPANIES ACTS, 1908 to 1917."



A  
Companies  
Fee Stamp  
of 5s.  
must be  
impressed  
here.

Consent to Act as Director

OF

MONTAGUE BURTON the TAILOR OF TASTE  
**LIMITED.**

(To be signed and filed with the Registrar of Joint Stock Companies pursuant to Section 72, Sub-Section 1 (i), of The Companies (Consolidation) Act, 1908.)

(See Page 2 of this Form.)

REGISTERED

27 FEB 1929

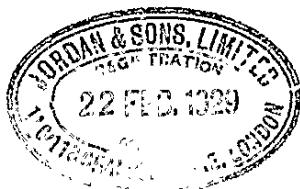
51228-6.19.

GRAMS: "CERTIFICATE, FLEET, LONDON."

TELEPHONE NUMBER: HOLBORN 240

**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.

sent for filing by



# To THE REGISTRAR OF JOINT STOCK COMPANIES.

I or We the undersigned hereby testify my [or our] consent to act as  
 Director [or Directors] of

Montague Burton the Tailor of Taste LIMITED,  
 pursuant to Section 72, Sub-Section 1 (i), of The Companies (Consolidation)  
 Act, 1908.

NOTE.—This margin is reserved for binding, and must not be written on.

* SIGNATURE.	ADDRESS.	DESCRIPTION.
<i>W. J. Burton</i>	<i>64 Kent Rd. Harrogate</i>	<i>Tailor</i>
<i>A. H. Morris</i>	<i>191 Chap. Hill. L.A.</i>	<i>Tailor</i>
<i>B. B. D.</i>	<i>116 Street Lane Leeds</i>	<i>Tailor</i> <i>AS</i>

Dated this *21<sup>st</sup>* day of *February*, 19 *29*

\* If a Director signs by "his Agent authorised in writing," the authority (stamped with 10s.  
 as a Power of Attorney) must be produced to the Registrar.

of } 237511  
the }

[Form No. 42.]

**"THE COMPANIES ACTS, 1908 to 1917."**



A  
Companies'  
Fee Stamp  
of 5s.  
must be  
impressed  
here.

**Consent to Act as Director**

OF

**MONTAGUE BURTON THE TAILOR OF TASTE  
LIMITED.**

to be signed and filed with the Registrar of Joint Stock Companies pursuant  
to Section 72, Sub-Section 1 (i), of The Companies (Consolidation) Act, 1908.)

(See Page 2 of this Form.)

**REGISTERED**

**27 FEB 1920**

TELEGRAMS: "CERTIFICATE, FLEET, LONDON."

TELEPHONE: HOLBORN 434 (2 LINES).

**JORDAN & SONS, LIMITED,**  
Company Registration Agents, Printers, and Publishers,  
116 TO 118 CHANCERY LANE, LONDON, W.C. 2,  
and 13 BROAD STREET PLACE, E.C. 2.

entered for filing by





Number of  
Certificate }

237511

Form No. 43.

"THE COMPANIES (CONSOLIDATION) ACT, 1908."



## List of the Persons

WHO HAVE

## CONSENTED TO BE DIRECTORS

OF

MONTAGUE BURTON the TAILOR OF TASTE

LIMITED.

(To be delivered to the Registrar of Joint Stock Companies, pursuant to  
Section 72, Sub-section 2, of The Companies (Consolidation) Act, 1908.)

REGISTERED  
27 FEB 1929

and for filing by



TEL. PHONE No. 3668

JOHNSON & HICK,  
Pais and General Stationers, Printers and Lithographers,  
9 EAST PARADE, LEEDS.

To the REGISTRAR OF JOINT STOCK COMPANIES.

I, ~~at~~ *Montague Maurice Burton*, the undersigned,  
hereby give you notice, pursuant to Section 72, Sub-section 2, of The  
Companies (Consolidation) Act, 1908, that the following persons have consented  
to be Directors of

*Montague Burton the Tailor of Taste* LIMITED.

NAME.	ADDRESS.	DESCRIPTION.
Montague Maurice Burton,	64 Keat Road, Harrogate.	Multiple Tailor.
Archibald William Wensbrough,	59 The Drive, Roundhay, Leeds.	Multiple Tailor.
Bernard Burton,	116 Street Lane, Roundhay, Leeds.	Multiple Tailor,
Ellis Hurwitz,	1 St. Mary's Terrace, Chapelton Road, Leeds.	Multiple Tailor.

NOTE.—This margin is reserved for binding, and must not be written across.

Signature, Address, and  
Description of Applicant  
for Registration.

*Montague Burton*  
*Director*

Dated this *21<sup>st</sup>* day of *February*, 19*28*.



A  
Compan  
Fee Stamp  
of 6s.  
must be  
expressed  
here.

## Contract by Directors

## To Take and Pay for Qualification Shares

IN

MONTAGUE BURTON the TAILOR OF TASTE

**LIMITED.**

To be filed with the Registrar of Joint Stock Companies pursuant to  
Section 72 of The Companies (Consolidation) Act, 1908.

(See Page 2 of this Form.)

REGISTERED  
27 FEB 1929

51227-6 19

TELEGRAMS: "CERTIFICATE, FLEET, LONDON."

TELEPHONE NUMBER: HOLBORN 248.

**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.

Entered for filing by



7-1

To the REGISTRAR OF JOINT STOCK COMPANIES

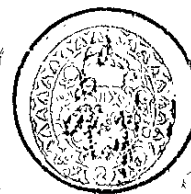
I, Montague Burton the Tailor of

Taste

LIMITED,

do hereby severally Agree to take from the said Company  
and to pay for One hundred Shares of One pound

being the prescribed number of Qualification Shares for the office of Director  
of the Company.



Any  
Agreement  
stamped &c.  
in respect  
of such  
shares  
shall be  
unavoidable  
here, in the  
amount  
of the  
qualification  
as in the  
statute

10  
each,

NOTE.—This margin is reserved for binding, and must not be written across.

NAMES.	ADDRESSES.
<u>Montague Burton</u>	<u>59 The Drive. Roundhay. Leeds.</u>

Dated the 21<sup>st</sup> day of February, 19 28

Witness to the above Signatures---

Charles J. Perkins  
Highcliffe Hotel  
Bournemouth  
Hall Porters

"THE COMPANIES ACTS, 1908 to 1917."



A  
Companies  
Registration  
Fee Stamp  
of 5s.  
must be  
impressed  
here.

Contract by Directors

To Take and Pay for Qualification Shares

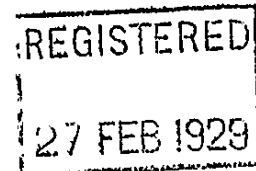
IN

MONTAGUE BURTON the TAILOR OF TASTE

LIMITED.

To be filed with the Registrar of Joint Stock Companies pursuant to  
Section 72 of The Companies (Consolidation) Act, 1908.

(See Page 2 of this Form.)



CL 1078

TELEGRAMS: "CERTIFICATE, FLEET, LONDON."

TELEPHONE: HOLBORN 0484 (2 LINES).

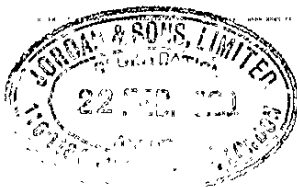
JORDAN & SONS, LIMITED,

Company Registration Agents, Printers, and Publishers,

116 TO 118 CHANCERY LANE, LONDON, W.C. 2,

and 13 BROAD STREET PLACE, E.C. 2.

For filing by



7.12

To the REGISTRAR OF JOINT STOCK COMPANIES.

We the Undersigned having consented to act as Directors  
of Montague Burton the Tailor of

Taste

LIMITED,

do hereby severally Agree to take from the said Company  
and to pay for 100 Shares of £1 each,

being the prescribed number of Qualification Shares for the office of Director  
of the Company.



An  
Agreement  
Stamp of £d.  
in respect  
of each  
signature  
should be  
impressed  
here, unless  
the amount  
of the  
qualification  
is under £5.

NOTE.—This margin is reserved for binding, and must not be written across.

NAMES.	ADDRESSES.
Montague Burton	64 Kent Rd. Harrogate
A. J. Smith	141 Chapeltown Rd. Leeds.
B. B. T.	116 Street Lane Leeds

Dated the 21<sup>st</sup> day of February, 1929

Witness to the above Signatures—

T. B. Simpson  
41. Park Square  
Leeds  
Solicitor

Number of  
certificate

237511

[Form No. 25,

THE STAMP ACT, 1891; THE FINANCE ACT, 1899;  
and THE FINANCE ACT, 1920.

COMPANY LIMITED BY SHARES.

Statement of the Nominal Capital

OF

MONTAGUE BURTON the TAILOR OF TASTE

LIMITED,

Pursuant to Section 112 of The Stamp Act, 1891;  
amended by Section 7 of The Finance Act, 1899; and  
by Section 39 of The Finance Act, 1920.

(See Page 2 of this Form.)

REGISTERED

27 FEB 1929

This Statement is to be lodged with the Memorandum of Association and  
other Documents when the Registration of the Company is applied for.

LEGATONS: "CERTIFICATE, FLEET, LONDON"

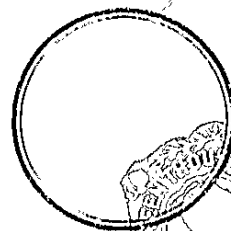
JORDAN & SONS, LIMITED,

Company Registration Agents, Printers, and Publishers,

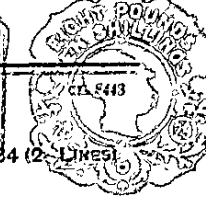
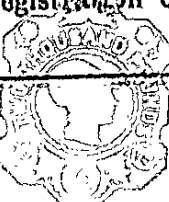
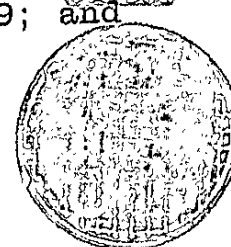
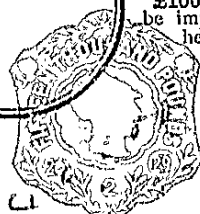
116 TO 118 CHANCERY LANE, LONDON, W.C. 2,

and 13 BROAD STREET PLACE, E.C. 2.

sent for filing by



Duty at the  
rate of £1  
for every  
£100 must  
be impressed  
here.



# THE NOMINAL CAPITAL

OF

MONTAGUE BURTON the TAILOR OF TASTE LIMITED,

is Four Million Pounds,

divided into four million Ordinary Shares of 10/- each Shares  
of and two million Preference Shares of 2/- each.

Signature *M. Burton*

Description *Director*

Dated the *21<sup>st</sup> February* day *1929*

of

19

NOTE... This margin is reserved for binding, and must not be written across.

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



237511

THE COMPANIES ACTS, 1908 to 1917.

COMPANY LIMITED BY SHARES.

Memorandum of Association  
OF  
**MONTAGUE BURTON, the Tailor of Taste,  
LIMITED.**



1. The name of the Company is "MONTAGUE BURTON, THE TAILOR OF TASTE, LIMITED."

2. The Registered Office of the Company will be situated in England.

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

(a) To acquire by purchase or otherwise and take over as a going concern the undertaking of Montague Burton Limited (incorporated in the year 1917), and all or any of the assets and liabilities thereof and the whole of the issued share capital of Key Estates Limited, by way of reconstruction of Montague Burton Limited and amalgamation of that Company and Key Estates Ltd., and all or any of the properties owned by Montague Maurice Burton, Esquire, and occupied wholly or in part by Montague Barton Limited, and with a view to such acquisition, reconstruction and amalgamation to enter into and execute the agreements referred to in Clause 3 of the Company's Articles of Association and to carry the same into effect with or without modification.

(b) To carry on all or any of the businesses of wholesale and retail tailors, clothiers, outfitters, costume, robe, dress and mantle makers, silk mereers, makers and suppliers of

REGISTERED  
27 FEB 1929

736

RECEIVED  
1929

clothing, lingerie and trimmings of every kind, furriers, drapers, milliners, hosiers, glovers, haberdashers, embroiderers, feather dressers, and merchants, lace makers and dealers, hatters, boot and shoe makers and dealers, and dealers in fabrics, cloth and materials of all kinds, ribbons, fans, perfumes and flowers (artificial and natural).

- (c) To carry on all or any of the businesses of silk weavers, cotton spinners and doublers, flax, hemp and jute spinners, linen and cloth manufacturers, wool combers, worsted and woollen spinners and worsted stuff manufacturers, yarn merchants, bleachers and dyers and manufacturers, importers and wholesale and retail dealers of and in textile fabrics of all kinds and generally of and in all manufactured goods, materials, provisions and produce.
- (d) To purchase, comb, prepare, spin, dye and deal in flax, hemp, jute, wool, cotton, silk and other fibrous substances and to weave or otherwise manufacture, buy, sell and deal in linen and other cloths and other goods and fabrics, whether textile, felted, knitted or looped, and to make and deal in vitriol, bleaching and dyeing materials, and to supply power.
- (e) To carry on the business of manufacturers and dealers in boots and shoes and all kinds of leather and rubber goods, sports outfitters, manufacturers, brokers and dealers in cycles, perambulators, motor cycles, motor cars, lorries and vans of every description, and all accessories used in connection therewith, warehousemen, carmen, carriers and removers.
- (f) To carry on the business of drapers, furnishers and general warehousemen, general stores and multiple shopkeepers in all their branches, and for all kinds of goods, and to transact all kinds of agency business.
- (g) To acquire by purchase, lease, exchange, or otherwise, land, buildings and hereditaments of any tenure or description and any estate or interest therein, and any rights over or connected with land, and to turn the same to account as may seem expedient, and in particular by preparing building sites, and by constructing, reconstructing, altering, improving, decorating, furnishing and maintaining offices,

flats, houses, factories, warehouses, shops, wharves, buildings, works, and conveniences of all kinds, and by consolidating, or connecting, or sub-dividing properties, and by leasing and/or disposing of the same.

- (h) To manage land, buildings, and other property situate as aforesaid whether belonging to the Company or not, and to collect rents and income, and to supply to tenants and occupiers and others, refreshments, attendance, messengers, light, waiting rooms, reading rooms, meeting rooms, lavatories, laundry conveniences, electric conveniences, stables, garages, and other advantages.
- (i) To acquire and take over any business or undertaking carried on upon, or in connection with, any land or building which the Company may desire to acquire as aforesaid, or become interested in, and the whole or any of the assets and liabilities of such business or undertaking, and to carry on the same, or to dispose of, remove, or put an end thereto, or otherwise deal with the same as may seem expedient.
- (j) To establish on premises owned or occupied by the Company, tea shops, restaurants or refreshment rooms, and in connection therewith to carry on the business of tea shopkeepers, restaurant keepers, licensed victuallers, and suppliers of provisions of all kinds, both solid and liquid.
- (k) To carry on business as builders, contractors and shopfitters, whether in respect of property owned, occupied or leased by the Company or otherwise.
- (l) To carry on the business of proprietors and managers of billiard halls, and manufacturers of and dealers in billiard tables and all other accessories and equipment for the game of billiards.
- (m) To carry on the business of proprietors or managers of theatres, palaces and halls, cinematographic or picture shows and dancing halls, musical or other exhibitions, and to permit the Company's premises to be used for political, educational or such other purposes as may seem expedient.
- (n) To establish and carry on, and to promote the establishment and carrying on, upon any property in which the Company

is interested, of any business which may be conveniently carried on upon or in connection with such property, and the establishment of which may seem calculated to enhance the value of the Company's interest in such property, or to facilitate the disposal thereof.

- (o) To carry on business as capitalists and financiers, and to undertake and carry on all kinds of financial, commercial, trading, trust, loan, agency and other operations, and to finance and provide money to or for any company, association, or firm in which the Company may hold shares, debentures or debenture stock, or other interests or with which the Company may have dealings upon such security as may be thought fit or without security.
- (p) To guarantee payment of any moneys by or the performance of any contracts, liabilities, obligations or engagement of any such company, firm, or person as mentioned in the preceding sub-clause with or to any other company, firm or person, and to grant guarantees and indemnities, and to undertake obligations of every description.
- (q) To carry on any other business (whether manufacturing or otherwise) which may seem to the Company capable of being conveniently carried on in connection with the above, or calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property.
- (r) To apply for, purchase, or by other means acquire and protect, prolong, and renew, whether in the United Kingdom or elsewhere, any trade marks, trade names, patents, patent rights, *brevets d'invention*, licences, protections, and concessions which may appear likely to be advantageous or useful to the Company, and to use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting and endeavouring to perfect any invention or discovery and in experimenting upon and testing and in improving or seeking to improve any patents, inventions, or rights which the Company may acquire or propose to acquire.
- (s) To improve, manage, cultivate, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn

to account, grant rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.

- (t) To lend and advance money or give credit to such persons, firms, or companies and on such terms as may seem expedient, and in particular to any such company as mentioned in sub-clause (o) of this Clause and to customers and others having dealings with the Company, and to give guarantees or become security for any such persons, firms or companies.
- (u) To borrow or raise money in such manner as the Company shall think fit, and in particular by the issue of debentures or debenture stock (perpetual or otherwise), and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, or lien upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, and also by a similar mortgage, charge, or lien to secure and guarantee the performance by the Company of any obligation or liability it may undertake.
- (v) To draw, make, accept, endorse, discount, execute and issue cheques, promissory notes, bills of exchange, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
- (w) To apply for, promote, and obtain any Act of Parliament, Provisional Order, or Licence of the Board of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
- (x) To enter into any arrangements with any Governments or authorities (supreme, municipal, local, or otherwise), or any corporations, companies, or persons that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such Government, authority, corporation, company, or person any charters, contracts, decrees, rights, privileges, and concessions which

the Company may think desirable, and to carry out, exercise, and comply with any such charters, contracts, decrees, rights, privileges, and concessions.

- (y) To underwrite, subscribe for, take, purchase, or otherwise acquire and hold shares or other interest in or securities of any other company having objects altogether or in part similar to those of this Company or carrying on any business capable of being conducted so as directly or indirectly to benefit this Company.
- (z) To act as agents or brokers and as trustees for any person, firm, or company, and to undertake and perform sub-contracts, and also to act in any of the businesses of the Company through or by means of agents, brokers, sub-contractors, or others.
- (a1) To remunerate any person, firm or company rendering services to this Company either by cash payment or by the allotment to him or them of Shares or securities of the Company or any of its Associated Companies, credited as paid up in full or in part or otherwise as may be thought expedient.
- (a2) To pay all or any expenses incurred in connection with the formation, promotion, and incorporation of the Company, or to contract with any person, firm, or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any Shares, Debentures, Debenture Stock, or securities of this Company.
- (a3) To acquire and carry on all or any part of the property or business and to undertake any liabilities of any person, firm, association or company possessed of property suitable for any of the purposes of the Company or carrying on any business which the Company is authorised to carry on and as the consideration for the same to transfer any Shares, Debentures, Debenture Stock or other security held by the Company or any other company or to pay cash or to issue any Shares, Stocks or obligations of the Company.
- (a4) To amalgamate with, enter into partnership or into any arrangement for sharing profits, union of interest, joint

adventure, reciprocal concessions or co-operation with any person, firm, association or company carrying on, 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, and to take or otherwise acquire and hold, sell, re-issue or otherwise deal with Stocks or Shares in or securities or obligations of and to subsidise or otherwise assist any such company and to guarantee the principal or interest of any such securities or obligations or any dividend upon any such Shares or Stock.

- (a5) To invest any moneys of the Company not for the time being required for any of the purposes of the Company in such investments (other than Stock or Shares of the Company) as may be thought proper and to hold, or from time to time sell, or otherwise deal with such investments.
- (a6) To promote, establish, provide, contribute to, assist, subsidise or manage any superannuation and pension funds, profit-sharing, share investment or other schemes for the benefit of employees or ex-employees of the Company and any associated Companies or their predecessors in title or the dependents or connections of any such persons, and to grant pensions and allowances to any employee or ex-employee, Director or officer of the Company or of any associated Companies or to the dependents or connections of any such persons, and to make payments towards insurance and to subscribe or guarantee money for religious, charitable or benevolent objects which may have any moral or other claims to support or aid by the Company by reason of the locality of their operations or otherwise, or for any exhibition or for any public, general or useful object, and generally to promote the welfare of the Company's employees and their dependents and connections in any manner that may be thought expedient.
- (a7) To promote any company or companies for the purpose of its or their acquiring all or any of the property, rights and liabilities of the Company, or for carrying on any business or operations which the Company is authorised to carry on,

or for any other purpose which may seem directly or indirectly calculated to benefit the Company and to pay all the expenses of or incident to such promotion.

- (a8) To carry out all or any of the foregoing objects as principals, factors, agents, merchants, brokers, wholesale and retail dealers or in partnership or in conjunction with any other person, firm, association or company or by means of any company formed by the Company for the purpose.
- (a9) To sell, let on hire, lease, or otherwise dispose of the whole or any part of the undertaking of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for Shares, Debentures, or securities of any other company.
- (a10) To distribute among the members of the Company in kind any property of the Company, and in particular any Shares, Debentures, or securities of other companies belonging to this Company or of which this Company may have the power of disposing.
- (a11) To procure the Company to be registered or recognised in any Dominion, Colony, or Dependency, and in any Foreign Country or Place.
- (a12) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them: Provided that nothing herein contained shall empower the Company to carry on the business of Assurance or to grant annuities within the meaning of the Assurance Companies Act, 1909, as extended by the Industrial Assurance Act, 1923, or to re-insure any risks under any class of Assurance business to which these Acts apply.

It is hereby expressly declared that each Sub-Clause of this Clause shall be construed independently of the other Sub-Clauses hereof, and that none of the objects mentioned in any Sub-Clause shall be deemed to be merely subsidiary to the objects mentioned in any other Sub-Clause.

4. The liability of the Members is limited.

5. The Share Capital of the Company is £4,000,000, divided into 2,000,000 Preference Shares of £1 each and 4,000,000 Ordinary Shares

directly or  
and to pay  
tion.

as principals,  
le and retail  
with any other  
means of any  
pose.

of the whole  
pany, either  
tion as the  
for Shares,  
.

pany in kind  
any Shares,  
belonging to  
y have the

recognised in  
ny Foreign

cidental or  
s or any of  
shall em-  
Assurance  
Assurance  
ial Assur-  
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ereof, and  
be deemed  
ny othe:

ded into  
Shares

of 10s. each, with power to increase and with power from time to time, to issue any Shares of the original or new capital with any preference or priority in the payment of dividends or the distribution of assets, or otherwise, over any other Shares, whether Deferred, Ordinary or Preference, and whether issued or not, and to vary the regulations of the Company as far as necessary to give effect to any such preference or priority, and upon the sub-division of a Share to apportion the right to participate in profits or surplus assets, or the right to vote in any manner as between the Shares resulting from such sub-division, but so that unless otherwise provided by the terms of issue of any Shares any preferential or other special rights for the time being annexed to any class of Shares may be modified, affected or abrogated with the sanction of an extraordinary resolution passed at a separate meeting of the holders of Shares of the class held pursuant to Article 53 of the Articles registered herewith but not otherwise.

✓ 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>Thos Wood.</i> <i>Wardene. near Grange Rise.</i> <i>Spinfane. Headingley. Leeds</i> <i>Solicitors Manager</i>	One preference
<i>Percy Hargreaves, Clifton</i> <i>39 Park Road, Leeds, Solicitors Clerk</i>	One preference share.
<i>Ernest Brand</i> <i>9. Conway Street,</i> <i>Harthills, Leeds. Cashier</i>	One preference share
<i>W. McIlraith,</i> <i>19, Monkham Avenue, Leeds.</i> <i>Solicitors Clerk</i>	One preference share.
<i>Bert Hargreaves,</i> <i>8, St. Elmo Lane, East End Park</i> <i>Leeds, Solicitors Clerk</i>	One preference share
<i>John C. Walsh,</i> <i>41, Thorntree Road, Leeds.</i> <i>Solicitors Clerk.</i>	One preference share
<i>Geo. Brown</i> <i>56 Raynswater Terr. Leeds</i> <i>Solicitors Clerk</i>	One preference share

Dated the 21<sup>st</sup> day of February, 1929.

Witness to the above Signatures—

*T. B. Simkins.*  
*41. Park Square*  
*Leeds*  
*Solicitor.*



237511



Descriptions  
Company in  
respectively  
the Company

THE COMPANIES ACTS, 1908 TO 1917.

Number of Shares  
taken by  
each Subscriber.

COMPANY LIMITED BY SHARES.

reference

## Articles of Association

OF

### MONTAGUE BURTON, the Tailor of Taste, LIMITED.

reference

reference

reference

PRELIMINARY.

REGISTERED

27 FEB 1929

reference

reference

reference

1. The Regulations contained in Table A in the First Schedule to The Companies (Consolidation) Act, 1908, shall not apply to this Company.

2. In these Articles, unless the context otherwise requires—

“The Statutes” shall mean and include The Companies Acts, 1908 to 1917 and every other Act of Parliament incorporated therewith, or substituted therefor; and in case of any such substitution the references in these presents to the provisions of any non-existing Act of Parliament shall be read as referring to the provisions substituted therefor in any new Act.

“The Register” shall mean the Register of Members to be kept as required by the Statutes.

“Paid up” shall include “credited as paid up.”

“Secretary” shall include any person appointed to perform the duties of Secretary temporarily.

“In writing” shall include printed, lithographed, and type-written.

Words which have a special meaning assigned to them in the Statutes shall have the same meaning in these presents.

3. The Company shall forthwith enter into agreements with (a) Montague Burton Limited and Montague Maurice Burton; and (b) Montague Maurice Burton in the terms of the respective drafts which have for the purposes of identification been signed by the Company's Solicitor, and the Directors shall carry the same into effect with or without modification as they shall think fit. It shall be no objection to the said agreements or either of them that some of the shareholders and Directors of Montague Burton Limited or the said Montague Maurice Burton are or may be promoters of this Company or that any of them is also a Director or promoter of this Company or that in the circumstances the Directors of this Company do not constitute an independent Board, and every Member of the Company present or future shall be deemed to join the Company on this basis.

4. No part of the funds of the Company shall be employed in the purchase of or in loans upon the security of the Company's Shares.

5. The Minimum Subscription upon which the Directors may proceed to allotment in the case of the first allotment of any Shares payable in cash is Shares to the nominal value of Seven Pounds. Subject as aforesaid, the business of the Company may be commenced although the whole of the nominal capital is not subscribed for.

6. Subject to the provisions of the Statutes the Company may pay a commission to any person in consideration of his subscribing or agreeing to subscribe, whether absolutely or conditionally, for any Shares in the Company, or procuring or agreeing to procure subscriptions, whether absolute or conditional, for any Shares in the Company to any amount not exceeding five per cent. of the nominal amount of the Shares so subscribed or agreed to be subscribed.

#### SHARE CAPITAL.

7. The original Share Capital of the Company is £4,000,000, divided into 2,000,000 Preference Shares of £1 each and 4,000,000 Ordinary Shares of 10s. each. The Preference Shares confer on the holders thereof the right to a fixed cumulative preferential dividend at the rate of seven pounds per centum per annum on the amount paid

up or credited as paid up thereon and rank both as regards return of capital and payment of arrears of dividend in a winding up in priority to all the other Shares for the time being of the Company, but do not confer on the holders thereof any further right of participation in the profits or assets of the Company nor the right to receive notices of or to attend or vote at General Meetings of the Company, save as provided by Article 74 hereof.

#### SHARES AND CERTIFICATES.

8. Without prejudice to any special rights previously conferred on the holders of existing shares in the Company, any share in the Company may be issued with such preferred, deferred, or other special rights, or such restrictions, whether in regard to dividend, voting, return of capital, or otherwise, as the Company may from time to time by Special Resolution determine and Preference Shares may if and when allowed by the Statutes and subject to the provisions thereof be issued on the terms of the same being liable to be redeemed.

9. Subject to the provisions of the agreements mentioned in Article 3 hereof, the shares shall be under the control of the Directors, who may allot and dispose of the same to such persons, on such terms, and in such manner as they think fit. Shares may be issued at par or at a premium or if and when allowed by and subject to the provisions of the Statutes at a discount.

10. The Directors may make arrangements on the issue of shares for a difference between the holders of such shares in the amount of calls to be paid and in the time of payment of such calls.

11. The Company shall be entitled to treat the person whose name appears upon the Register in respect of any share as the absolute owner thereof, and shall not be under any obligation to recognise any trust or equity or equitable claim to or partial interest in such share, whether or not it shall have express or other notice thereof.

12. The certificates of title to shares or options in respect of shares shall be issued under the Seal of the Company and signed by a Director and countersigned by the Secretary or some other person appointed by the Directors.

13. Every Member shall be entitled, without payment to one certificate under the Common Seal of the Company, in respect of the shares of each class held by him, specifying the share or shares of such class held by him, with the distinctive numbers thereof and the amount paid up thereon. Such certificate shall be delivered to the Member within two months after the allotment or registration of the transfer, as the case may be, of such share or shares.

14. If any Member shall require additional certificates he shall pay for each such additional certificate such sum, not exceeding One Shilling, as the Directors shall determine.

15. If any certificate be worn out or defaced then upon production thereof to the Directors they may order the same to be cancelled and may issue a new certificate in lieu thereof; and if any certificate be lost or destroyed, then upon proof thereof to the satisfaction of the Directors and on such indemnity as the Directors deem adequate being given, a new certificate in lieu thereof shall be given to the party entitled to such lost or destroyed certificate. The sum of One Shilling shall be paid to the Company for every certificate issued under this clause.

#### JOINT HOLDERS OF SHARES.

16. Where two or more persons are registered as the holders of any share they shall be deemed to hold the same as joint tenants with benefit of survivorship, subject to the provisions following:—

- (a) The Company shall not be bound to register more than three persons as the holders of any share.
- (b) The joint holders of any share shall be liable, severally as well as jointly, in respect of all payments which ought to be made in respect of such share.
- (c) On the death of any one of such joint holders the survivor or survivors shall be the only person or persons recognised by the Company as having any title to such share; but the Directors may require such evidence of death as they may deem fit.
- (d) Any one of such joint holders may give effectual receipts for any dividend, bonus, or return of capital payable to such joint holders.

(e) Only the person whose name stands first in the Register of Members as one of the joint holders of any share shall be entitled to delivery of the certificate relating to such share, or to receive notices (if so entitled) from the Company, of General Meetings of the Company, or meetings of any class of shareholders, and any notice given to such person shall be deemed notice to all the joint holders. But any one of such joint holders may (if so entitled) attend personally or by proxy and speak and vote on behalf of all the said holders at General Meetings of the Company or at meetings of any class of shareholders as if he were the sole holder of the said shares. Provided that if more than one of such joint holders be present at any meeting personally or by proxy that one of such persons whose name stands first in the register in respect of such shares shall alone be entitled to vote in respect thereof.

(f) For the purposes of this Article the executors or administrators of a deceased sole holder of shares shall be deemed to be joint holders.

#### CALLS ON SHARES.

17. The Directors may subject to the conditions of allotment of any Shares from time to time make Calls upon the Members in respect of all moneys unpaid on their Shares, provided that no Call shall exceed one-fourth of the nominal amount of the Share, or be payable within two months after the date when the last instalment of the last preceding Call shall have been made payable; and each Member shall, subject to receiving fourteen days' notice at least specifying the time and place for payment, pay the amount called on his Shares to the persons and at the times and places appointed by the Directors. A Call may be made payable by instalments. A Call may be revoked by notice before payment or the time for payment may be extended.

18. A Call shall be deemed to have been made at the time when the resolution of the Directors authorising such Call was passed.

19. If a Call payable in respect of any Share or any instalment of a Call be not paid before or on the day appointed for payment thereof, the holder for the time being of such Share shall be liable to pay interest for the same at such rate, not exceeding Ten per centum per annum, as the Directors shall determine from the day

appointed for the payment of such Call or instalment to the time of actual payment; but the Directors may, if they think fit, waive the payment of such interest or any part thereof.

20. If by the terms of the issue of any Shares or otherwise any amount is made payable at any fixed time or by instalment at any fixed times, whether on account of the amount of the Shares or by way of premium, every such amount or instalment shall be payable as if it were a Call duly made by the Directors, of which due notice had been given; and all the provisions hereof with respect to the payment of Calls and interest thereon, or to the forfeiture of Shares for non-payment of Calls, shall apply to every such amount or instalment and the Shares in respect of which it is payable.

21. The Directors may, if they think fit, receive from any Member willing to advance the same all or any part of the moneys uncalled or unpaid upon any Shares held by him; and upon the money so paid in advance the Directors may (until the same would, but for such advance, become presently payable) pay interest at such rate (not exceeding, without the sanction of the Company in General Meeting, six per centum per annum) as may be agreed upon between the Member paying the sum in advance and the Directors.

#### TRANSFER AND TRANSMISSION OF SHARES.

22. Shares shall be transferable and may be transferred by an instrument of transfer in the usual common form.

23. The instrument of transfer of any Share in the Company shall be in writing, and shall be signed both by the transferor and transferee, and duly attested, and the transferor shall be deemed to remain the holder of such Share until the name of the transferee is entered in the Register in respect thereof.

24. The Directors may decline to register any transfer of Shares (not being fully paid Shares) to a person of whom they do not approve, and may also decline to register any transfer of Shares on which the Company has a lien. The Directors may also suspend the registration of transfers during the fourteen days immediately preceding the Ordinary General Meeting in each year.

25. The executors or administrators of a deceased Member (not being one of several joint holders) shall be the only persons recognised by the Company as having any title to the Shares registered in the name of such Member, and in case of the death of any one or more of the registered joint holders of any shares, the survivors or survivor shall be the only persons or person recognised by the Company as having any title to or interest in such Shares. But this Article shall not be deemed to release the estate of a deceased joint holder from any liability in respect of any Shares held by him jointly with any other person or persons.

26. (A) Any person becoming entitled to a Share in consequence of the death or bankruptcy of any Member or otherwise than by transfer may with the consent of the Board and subject to the provisions of these Articles be registered as a Member upon production of the Share Certificate, and such evidence as may be reasonably required by the Directors to prove his title, including in case of death, English Probate or Letters of Administration, or Scottish confirmation, or Irish Probate or Letters of Administration registered in England, or instead of being registered himself, may, subject as aforesaid, execute a transfer of such Share.

(B) The Committee of a lunatic Member, may upon producing to the Directors such evidence of his position as may be reasonably required, be placed upon the Register in respect of the Shares held by such lunatic Member.

(C) The Directors shall have the same right to refuse to register the person entitled to any Shares by reason of the death, bankruptcy, insolvency, or lunacy, of any Member, or a transferee from any such person as if he were the transferee named in an ordinary transfer presented for registration.

27. Any person becoming entitled to a Share by reason of the death or bankruptcy of the holder shall be entitled to the same Dividends and other advantages to which he would be entitled if he were the Registered Holder of the Share, except that he shall not, before being registered as a Member in respect of the Share, be entitled in respect of it to exercise any right conferred by membership in relation to Meetings of the Company.

28. The transfer books may be closed during such period or periods as the Board may think fit, not exceeding in the whole thirty days in each year.

29. There shall be paid to the Company in respect of the registration of any transfer, probate, letters of administration, certificate of marriage or death, or power of attorney or discharge, such fee, not exceeding two shillings and sixpence, as the Board deem fit.

30. Every instrument of transfer shall be lodged with the Company, accompanied by the Certificate of the Shares comprised therein, and such evidence as the Board may require to prove the title of the transferor, and thereupon and upon payment of the proper fee, the transferee shall (subject to the Board's right to decline to register hereinbefore mentioned) be registered as a Member in respect of such Shares, and the instrument of transfer shall be retained by the Company.

#### FORFEITURE OF SHARES AND LIEN.

31. If any Member fail to pay any Call or instalment of a Call on the day appointed for payment thereof the Directors may, at any time thereafter during such time as any part of the Call or instalment remains unpaid, serve a notice on him requiring him to pay so much of the Call or instalment as is unpaid, together with interest accrued and any expenses incurred by reason of such non-payment.

32. The notice shall name a further day (not being earlier than the expiration of fourteen days from the date of the notice) on or before which such Call or instalment and all interest accrued and expenses incurred by reason of such non-payment are to be paid, and it shall also name the place where payment is to be made, such place being either the Registered Office or some other place at which Calls of the Company are usually made payable. The notice shall also state that, in the event of non-payment at or before the time and at the place appointed, the Shares in respect of which such Call or instalment is payable will be liable to forfeiture.

33. If the requisitions of any such notice as aforesaid be not complied with, any Shares not fully paid up in respect of which such notice has been given may at any time thereafter before payment of

all Calls or instalments, interest and expenses due in respect thereof has been made, be forfeited by a resolution of the Directors to that effect.

34. Any Shares so forfeited shall be deemed to be the property of the Company, and may be sold or otherwise disposed of in such manner, either subject to or discharged from all Calls made or instalments due prior to the forfeiture, as the Directors think fit; or the Directors may, at any time before such Shares are sold or otherwise disposed of, annul the forfeiture upon such terms as they may approve.

35. Any persons whose Shares have been forfeited shall cease to be a Member in respect of the forfeited Shares, but shall, notwithstanding, remain liable to pay to the Company all moneys which at the date of the forfeiture were presently payable by him to the Company in respect of the Shares, together with interest thereon, at such rate not exceeding Ten per centum per annum as the Directors shall appoint down to the date of payment; but the Directors may, if they shall think fit, remit the payment of such interest or any part thereof.

36. When any Shares have been forfeited an entry shall forthwith be made in the Register of Members of the Company recording the forfeiture and the date thereof, and so soon as the Shares so forfeited have been sold or otherwise disposed of an entry shall also be made of the manner and date of the sale or disposal thereof.

37. The Company shall have a first and paramount lien upon all shares not fully paid up held by any Member of the Company (whether alone or jointly with other persons), and upon all Dividends and bonuses which may be declared in respect of such shares for all debts, obligations, and liabilities of such Member to the Company: Provided always that if the Company shall register a transfer of any shares upon which it has such a lien as aforesaid without giving to the transferee notice of its claim the said shares shall be freed and discharged from the lien of the Company.

38. The Directors may, at any time after the date for the payment or satisfaction of such debts, obligations, or liabilities shall have arrived, serve upon any Member who is indebted or under obligation to the Company, or upon the person entitled to his shares by reason of the death or bankruptcy of such Member, a notice requiring him to pay the amount due to the Company or satisfy the said obligation, and stating that if payment is not made or the said obligation is not

satisfied within a time (not being less than fourteen days) specified in such notice, the shares held by such Member will be liable to be sold; and if such Member or the person entitled to his shares as aforesaid shall not comply with such notice within the time aforesaid the Directors may sell such shares without further notice.

39. Upon any sale being made by the Directors of any shares to satisfy the lien of the Company thereon, the proceeds shall be applied: First, in the payment of all costs of such sale; next, in satisfaction of the debts or obligations of the Member to the Company and the residue (if any) shall be paid to the person entitled to the shares at the date of the sale, or as he shall in writing direct.

40. An entry in the Minute Book of the Company of the forfeiture of any shares, or that any shares have been sold to satisfy a lien of the Company, shall be sufficient evidence, as against all persons entitled to such shares, that the said shares were properly forfeited or sold; and such entry, and the receipt of the Company for the price of such shares, together with (where required by the Statutes) a transfer of such shares executed by some person appointed by the Directors for such purpose (and the Directors are hereby authorised to make such appointment) shall constitute a good title to such shares, and the name of the purchaser shall be entered in the Register as a Member of the Company, and he shall be entitled to a certificate of title to the shares, and shall not be bound to see to the application of the purchase money, nor shall his title to the said shares be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or transfer. The remedy (if any) of the former holder of such shares, and of any person claiming under or through him, shall be against the Company and in damages only.

#### SHARE WARRANTS.

41. The Company may issue share warrants, and accordingly the Directors may in their discretion, in respect of any shares which are fully paid up, issue under the Common Seal of the Company a Share Warrant, duly stamped, stating that the Bearer of the Warrant is entitled to the shares therein specified, and may provide, by coupons or otherwise, for the payment of dividends or other moneys on the shares included in the Warrant.

42. Before the issue of any Share Warrant the Directors shall draw up and enter in the Minute Book the regulations and conditions under and upon which such Share Warrant is issued, and in particular the conditions upon which a Share Warrant or Coupons lost, worn out, defaced, or destroyed will be renewed or replaced by a new Share Warrant, and upon which a Share Warrant will be cancelled, and the name of the Bearer entered upon the Register as a Member of the Company in respect of shares included in the Share Warrant to be cancelled, and such regulations shall be printed upon the back of every Share Warrant.

43. The regulations relating to Share Warrants to be drawn up by the Directors may prescribe and limit the manner in which a Bearer of a Share Warrant shall be entitled to vote at meetings of the Company. But no regulations shall declare that any person shall be qualified to be a Director of the Company by reason of being the Bearer of any Share Warrant.

#### CONVERSION OF SHARES INTO STOCK.

44. The Directors may, with the sanction of the Company previously given in General Meeting, convert any fully paid up shares into stock, and may with the like sanction reconvert such stock into paid up shares of any denomination.

45. The holders of stock may transfer the same or any part thereof in the same manner and subject to the same regulations as and subject to which the shares from which the stock arose might, previously to conversion, have been transferred, or as near thereto as circumstances admit: Provided always that the Directors may from time to time fix the minimum amount of Stock transferable, or forbid transfers of fractional parts of a pound, with power to waive compliance with such rules upon such occasions as they think fit.

46. The holders of Stock shall, according to the amount of the Stock held by them, have the same rights, privileges and advantages as regards Dividends, voting at Meetings of the Company, and other matters, as if they held the Shares from which the Stock arose, but no such privilege or advantage (except participation in the Dividends and profits of the Company) shall be conferred by any such aliquot part of Stock as would not, if existing in Shares, have conferred such privilege or advantage.

47. Such of the regulations of the Company (other than those relating to Share Warrants) as are applicable to paid up Shares shall apply to Stock; and the words "Share" and "Shareholder" therein shall include "Stock" and "Stockholder."

#### INCREASE, REDUCTION & ALTERATION OF CAPITAL.

48. The Directors may, with the sanction of an Extraordinary Resolution of the Company previously given in General Meeting, increase the Capital by the issue of new Shares, such increase to be of such aggregate amount and to be divided into Shares of such respective amounts as the resolution shall prescribe.

49. Subject to the provisions of Article 50 hereof, the new shares shall be issued upon such terms and conditions and with such rights, priorities, or privileges as the resolution sanctioning the increase of capital shall direct, or if no directions be given as the Directors shall determine. Any new Preference Shares may subject to the provisions of the Statutes be issued as Redeemable Preference Shares.

50. Unless the Company in General Meeting shall before the issue of any new shares determine that the same or any of them shall be offered, in the first instance, to the then holders of any class of shares, such new shares shall be under the control of the Directors as if they formed part of the original capital of the Company.

51. Any capital raised by the creation of new shares shall, unless otherwise provided by the conditions of issue, be considered as part of the original capital, and shall be subject to the same provisions with reference to the payment of calls and the forfeiture of shares or non-payment of calls, transfer and transmission of shares, lien, or otherwise, as if it had been part of the original capital.

52. The Company may in accordance with the provisions of the Statutes and by such resolutions as required thereby:—

- (a) Sub-divide its existing shares, or any of them, into shares of smaller amount than fixed by the Memorandum of Association: Provided that in the sub-division of the existing shares the proportion between the amount paid

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and the amount (if any) unpaid on each share of reduced amount shall be the same as it was in the case of the existing share from which the share of reduced amount is derived.

- (b) Reduce its capital in any manner allowed by law;
- (c) Consolidate and divide its capital into shares of larger amount than its existing shares;
- (d) Cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.

#### MODIFICATION OF RIGHTS.

53. If at any time the capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may subject to the provisions of the Statutes be abrogated or varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of an Extraordinary Resolution passed at a separate General Meeting of the holders of the shares of that class. To every such separate General Meeting the provisions of these regulations relating to General Meetings shall, *mutatis mutandis*, apply, but so that at every such separate General Meeting the quorum shall be three persons at least, holding or representing by proxy one-third of the issued shares of that class.

#### BORROWING POWERS.

54. Subject to the next following Article the Directors may raise or borrow for the purposes of the Company's business such sum or sums of money as they think fit. The Directors may secure the repayment of or raise any such sum or sums as aforesaid by mortgage or charge upon the whole or any part of the property and assets of the Company, present and future, including its uncalled or unissued Capital, or by the issue at such price as they may think fit of bonds, debentures, debenture stock or mortgages, either charged upon the whole or any part of the property and assets of the Company or not so charged, or in such other way as the Directors may think expedient.

55. The Directors shall not, without the consent of the holders of the Preference Shares of the Company given by Extraordinary Resolution at a Separate General Meeting of such holders in accordance with the provisions of Article 53 hereof, create by debentures or otherwise any floating charge on the assets of the Company or permit Key Estates Limited or any other company in which the Company shall hold more than half the share capital or in which the Company shall hold a majority of the voting rights to create a floating charge on its assets and the Directors shall not, without the consent of the Company in General Meeting, so raise or borrow moneys or permit any such other company, as above mentioned, to so raise or borrow moneys as that the total amount raised or borrowed by the Company and all such other companies including Key Estates Limited as above mentioned and outstanding at any one time shall exceed £2,000,000 in addition to the amount of loans secured by mortgage or charge on the properties taken over by the Company under the agreements mentioned in Clause 3 hereof and the properties of Key Estates Limited existing at the date as from which the same properties and the shares of Key Estates Limited are under the said agreements taken over by the Company. Provided that the restriction on borrowing contained in this Article shall not apply (a) to loans secured by mortgage or charge upon any additional properties which may be acquired by the Company at any time and subject to which the same properties are so acquired nor (b) to loans raised by the Company or any such other company, as above mentioned, by mortgage or charge or otherwise for the specific purpose of acquiring any such additional properties or of repairing, rebuilding, improving, adapting or equipping the same, and not exceeding in any case the purchase price payable by the Company for such properties and the net actual cost of such rebuilding, improvement or equipment (as the case may be) nor (c) to temporary advances from the Company's bankers in the ordinary course of business. No lender shall, however, be concerned to see or inquire whether the limits of borrowing imposed by this Article have been observed.

56. Any bonds, debentures, debenture stock, mortgages, or other securities issued or to be issued by the Company shall be under the control of the Directors, who may issue them upon such terms and conditions and in such manner and for such consideration as they shall consider to be for the benefit of the Company.

57. The Company may upon the issue of any bonds, debentures, debenture stock, mortgages, or other securities, confer on the creditors

of the Company holding the same, or on any trustees or other persons acting on their behalf, a voice in the management of the Company, whether by giving to them the right of attending and voting at General Meetings, or by empowering them to appoint one or more of the Directors of the Company, or otherwise as may be agreed.

58. If the Directors or any of them, or any other person, shall become personally liable for the payment of any sum primarily due from the Company, the Directors may execute or cause to be executed any mortgage, charge, or security over or affecting the whole or any part of the assets of the Company by way of indemnity to secure the Directors or persons so becoming liable as aforesaid from any loss in respect of such liability.

59. The Register of Mortgages shall be open to inspection by any creditor or Member of the Company without payment, and by any other person on payment of the sum of one shilling for each inspection.

60. A Register of the holders of the debentures of the Company shall be kept at the Registered Office of the Company and shall be open to the inspection of the registered holders of such debentures and of any Member of the Company, subject to such restrictions as the Company in General Meeting may from time to time impose. The Directors may close such Register for such period or periods as they may think fit, not exceeding in the aggregate thirty days in each year.

#### GENERAL MEETINGS.

61. The Statutory General Meeting shall be held at such time (within a period being not less than one month nor more than three months from the date at which the Company is entitled to commence business) and at such place as the Directors may determine.

62. The Ordinary General Meeting of the Company shall be held in each year at such time not being later than 15 months after the last preceding Ordinary General Meeting) and place as the Directors shall appoint. In default of a General Meeting being so held a General Meeting may be convened by any three Members in the same manner as nearly as possible as that in which Meetings are to be convened by the Directors.

63. The Directors may whenever they think fit, and they shall upon a requisition made in writing by Members in accordance with the provisions of the Statutes in that behalf, convene an Extraordinary General Meeting of the Company. If at any time there shall not be present in England and capable of acting sufficient Directors to form a quorum the Directors in England capable of acting, or if there shall be no such Directors then any two Members may convene an Extraordinary General Meeting of the Company in the same manner as nearly as possible as that in which Meetings may be convened by the Directors, and the Company at such Extraordinary General Meeting shall have power to elect Directors.

64. In the case of an Extraordinary Meeting called in pursuance of a requisition, unless such meeting shall have been called by the Directors, no business other than that stated in the requisition as the objects of the Meeting shall be transacted.

65. Seven days' notice at the least or such greater number of days' notice as in any case may be required by the Statutes (exclusive of the day on which the notice is served or deemed to be served, but inclusive of the day for which notice is given), specifying the place, the day and the hour of meeting, and in case of special business the general nature of such business, shall be given to the Members in manner hereinafter mentioned, or in such other manner (if any) as may be prescribed by the Company in General Meeting; but the accidental omission to give notice to any Member, or the non-receipt by any Member of such notice, shall not invalidate the proceedings at any General Meeting.

#### PROCEEDINGS AT GENERAL MEETINGS.

66. The ordinary business of an Ordinary General Meeting shall be to receive and consider the accounts and balance sheets and the reports of the Directors and Auditors, to elect Directors in place of those retiring, and fix their remuneration, to elect Auditors and fix their remuneration, and to sanction a dividend. All other business transacted at an Ordinary Meeting, and all business transacted at an Extraordinary Meeting, shall be deemed special.

67. No business shall be transacted at any General Meeting except the declaration of a dividend or the adjournment of the

meeting, unless a quorum of Members is present at the time when meeting proceeds to business; and such quorum shall consist of two Members personally present and entitled to vote.

68. If within half an hour from the time appointed for the meeting a quorum be not present the meeting, if convened upon the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week at the same time and place or to such other day, time and place as the Directors may by notice to the Members appoint, and if at such adjourned meeting a quorum be not present, the Members present shall be a quorum and may transact the business for which the meeting was called.

69. The Chairman (if any) of the Board of Directors shall preside as Chairman at every General Meeting of the Company. If there be no such Chairman, or if at any meeting he be not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as Chairman, the Members present shall choose one of the Directors present to be Chairman; or if no Director be present and willing to take the Chair, the Members present shall choose one of their number to be Chairman.

70. The Chairman may, with the consent of any meeting at which a quorum is present, adjourn the 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. When a meeting is adjourned for twenty-one days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

71. At any General Meeting every question shall be decided in the first instance by a show of hands; and unless a poll be (on or before the declaration of the result of the show of hands) demanded by at least five Members entitled to vote, or directed by the Chairman, a declaration by the Chairman that a resolution has been carried or not carried, or carried or not carried by a particular majority, and an entry to that effect in the Minute Book of the Company, shall be conclusive evidence of the facts, without proof of the number or proportion of the votes recorded in favour of or against such resolution.

72. If a poll be effectively demanded or directed in the manner above mentioned it shall (subject to the provisions of the next succeeding Article hereof) be taken at such time and in such manner as the Chairman may appoint, and either at once or after an interval or adjournment and the result of such poll shall be deemed to be the resolution of the Meeting at which the poll was so demanded. In the case of an equality of votes at any General Meeting, whether upon a show of hands or on a poll, the Chairman shall be entitled to a casting vote. In case of any dispute as to the admission or rejection of any vote the Chairman shall determine the same, and such determination made in good faith shall be final and conclusive.

73. A poll demanded upon the election of a Chairman or upon a question of adjournment shall be taken forthwith. Any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll. The demand for a poll may be withdrawn.

#### VOTES OF MEMBERS.

74. On a show of hands every Member present in person shall have one vote, and upon a poll every Member present in person or by proxy shall have one vote for every share held by him: Provided that the holders of Preference Shares shall have no right to receive notice of or to be present or to vote, either in person or by proxy, at any General Meeting by virtue or in respect of their holdings of Preference Shares, unless a half-year's dividend on their Preference Shares shall be six months in arrear, or a resolution is proposed for reducing the Capital of the Company, or winding-up the Company, or directly affecting the interests of the holders of such shares as a class as regards dividend, return of capital, or voting. For the purposes of this Article dividends on the Preference Shares shall be deemed to be payable half-yearly on the first day of April and the first day of October in each year.

75. If any Member be a lunatic or idiot he may vote by his committee, *curator bonis*, or other legal curator.

76. No Member shall be entitled to be present or to vote at any General Meeting either personally or by proxy or as proxy for another Member or to vote upon a poll or be reckoned in a quorum, unless all Calls or other sums presently payable by him in respect of the shares held by him in the Company have been paid.

77. On a poll votes may be given either personally or by proxy.

78. The instrument appointing a proxy shall be in writing under the hand of the appointor, or of his attorney duly authorised in writing, or if such appointor be a corporation either under its common seal or under the hand of an officer or attorney so authorised. No person shall be appointed a proxy who is not a Member of the Company: Provided always that a corporation being a Member of the Company may appoint any one of its officers or any other person to be its proxy or to act as its representative in accordance with the provisions of the Statutes in that behalf and the person so appointed may attend and vote at any Meeting and exercise the same functions on behalf of the corporation which he represents as if he were an individual Shareholder.

79. The instrument appointing a proxy, and the power of attorney or other authority (if any) under which it is signed, or a notarially certified copy of such power or authority, shall be deposited at the Registered Office of the Company not less than twenty-four hours before the time fixed for holding the Meeting or adjourned Meeting or taking the poll at which the person named in such instrument is authorised to vote, and in default the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be considered valid after the expiration of twelve months from the date of its execution.

80. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death of the principal, or revocation of the proxy, or transfer of the shares in respect of which the vote is given, unless an intimation in writing of the death, revocation, or transfer shall have been received at the office before the meeting.

81. An instrument appointing a proxy shall be in the following form, or in any other form of which the Directors shall approve:—

MONTAGUE BURTON, THE TAILOR OF TASTE, LIMITED.

I, \_\_\_\_\_, of \_\_\_\_\_, being a Member of MONTAGUE BURTON, THE TAILOR OF TASTE, LIMITED, hereby appoint \_\_\_\_\_, of \_\_\_\_\_,

as my proxy to vote for me and on my behalf at the Ordinary (or Extraordinary, or Adjourned, *as the case may be*) General Meeting of the Company to be held on the            day of            , 19    , and at any adjournment thereof, or at the poll to be taken on            , the            day of            , 19    .

As Witness my hand this            day of            , 19    .

#### DIRECTORS.

82. The number of Directors shall not be less than two nor more than ten.

83. The first Directors shall be the persons who shall be nominated in writing either before or after the incorporation of the Company by a majority of the subscribers to the Memorandum of Association.

84. The qualification of every Director shall be the holding in his own right and as sole holder of shares of the Company of the nominal value of not less than £100. A Director may act before acquiring his qualification, but shall in any case acquire his qualification within one month after being appointed a Director.

85. Each of the Directors other than a Managing Director shall be paid out of the funds of the Company remuneration for his services at the rate of £250 per annum. The Directors may also be paid such additional remuneration as may from time to time be determined by the Company in General Meeting, and unless the Company in General Meeting shall otherwise determine, such additional remuneration (if any) shall be divided among them in such proportions and manner as the Directors may determine and in default of determination equally. The Directors shall also be entitled to be paid their reasonable travelling and hotel and other expenses incurred in consequence of their attendance at Board Meetings and otherwise in the execution of their duties as Directors.

86. The Directors may award special remuneration out of the funds of the Company to any Director going or residing abroad in the interests of the Company, or undertaking any work additional to that usually required of Directors of a Company similar to this.

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## POWERS OF DIRECTORS.

87. The business of the Company shall be managed by the Directors, who may pay all expenses incurred in the formation and registration of the Company, and may exercise all such powers of the Company as are not by the Statutes or by these Articles required to be exercised by the Company in General Meeting, subject, nevertheless, to any regulations of these Articles, to the provisions of the Statutes, and to such regulations, not being inconsistent with the aforesaid regulations or provisions, as may be prescribed by the Company in General Meeting; but no regulation made by the Company in General Meeting shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made.

## DISQUALIFICATIONS OF DIRECTORS.

88. The office of a Director shall be vacated—

- (a) If he become bankrupt or insolvent or compound with his creditors;
- (b) If he become of unsound mind or be found a lunatic;
- (c) If he be convicted of an indictable offence.
- (d) If he cease to hold the necessary share qualification, or do not obtain the same within one month from the date of his appointment;
- (e) If he absent himself from the meetings of Directors for a period of six months without special leave of absence from the other Directors and the Board resolve that his office be vacated;
- (f) If he give the Directors notice in writing that he resigns his office.

But any act done in good faith by a Director whose office is vacated as aforesaid shall be valid unless, prior to the doing of such act, written notice has been served upon the Directors or an entry has been made in the Directors' Minute Book stating that such Director has ceased to be a Director of the Company.

89. A Director may hold any office of profit under the Company (other than that of Auditor) in conjunction with the office of Director,

and may enter into contracts or arrangements or have dealings with the Company, and shall not be disqualified from office thereby, nor shall he be liable to account to the Company for any profit arising out of any such contract, arrangement, or dealing to which he is a party or in which he is interested by reason of his being at the same time a Director of the Company, provided that such Director discloses to the Board at or before the time when such contract, arrangement, or dealing is determined upon his interest therein, or, if such interest is subsequently acquired, provided that he on the first occasion possible discloses to the Board the fact that he has acquired such interest, and a Director shall not be entitled to vote as a Director in regard to any contract, arrangement, or dealing in which he is interested, or upon any matter arising thereout, and if he shall so vote his vote shall not be counted, and he shall not be reckoned for the purpose of constituting a quorum when any such contract, arrangement, or dealing is under consideration. Provided that the prohibition contained in this Article may at any time or times be suspended or relaxed to any extent by a General Meeting and such prohibition shall not apply to the agreements mentioned in Article 3 hereof or any of them or to any contract by or on behalf of the Company to give to the Directors or any of them any security for advances or by way of indemnity or to any contract or arrangement or proposed contract or arrangement between the Company and Key Estates Limited or any other company in which the Company holds more than half the issued share capital or a controlling majority of the voting rights. A general notice that a Director is a Member of any specified firm or company and is to be regarded as interested in all transactions with that firm or company shall be a sufficient disclosure under this clause as regards such Director and the said transactions, and after such general notice it shall not be necessary for such Director to give a special notice relating to any particular transaction with that firm or company.

#### ROTATION OF DIRECTORS.

90. At the Ordinary General Meeting in the year 1930, and in every subsequent year, one-half of the Directors for the time being, or if their number is not a multiple of two then the number nearest to and above one-half, shall retire from office, the Directors to retire in each year being those who have been longest in office since their last election; but as between persons who became Directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.

91. A retiring Director shall be eligible for re-election.

92. The Company at the Ordinary General Meeting at which any Director retires in manner aforesaid shall fill up the vacated office, and may fill up any other offices which may then be vacant by electing the necessary number of persons, unless the Company shall determine to reduce the number of Directors. The Company may also at any Extraordinary General Meeting, on notice duly given, fill up any vacancies in the office of Director, or appoint additional Directors, provided that the maximum hereinbefore mentioned be not exceeded.

93. If at any meeting at which an election of Directors ought to take place the places of the vacating Directors be not filled up, the vacating Directors, or such of them as have not had their places filled up, shall continue in office until the Ordinary General Meeting in the next year, and so on from time to time until their places have been filled up.

94. The Company may from time to time in General Meeting increase or reduce the number of Directors, and may also determine in what rotation such increased or reduced number is to go out of office.

95. The continuing Directors or Director may act notwithstanding any vacancies in the Board; Provided that if the number of the Directors be less than the prescribed minimum, the remaining Directors or Director shall forthwith appoint an additional Director or Directors to make up such minimum or to convene a General Meeting of the Company for the purpose of making such appointment.

96. The Directors shall have power at any time and from time to time to appoint any other person to be a Director of the Company, either to fill a casual vacancy or as an addition to the Board, but so that the total number of Directors shall not at any time exceed the maximum number hereinbefore fixed. Any Director so appointed shall hold office only until the next following Ordinary General Meeting, when he shall retire, but shall be eligible for re-election.

97. The Company in General Meeting may, by an Extraordinary Resolution, remove any Director before the expiration of his period of office, and may by an Ordinary Resolution appoint another person

in his stead. The person so appointed shall hold office during such time as the Director in whose place he is appointed would have held the same if he had not been removed.

98. Seven days' previous notice in writing shall be given to the Company of the intention of any Member to propose any person other than a retiring Director or other person approved by the Directors for the election to the office of Director: Provided always that, if the Members present at a General Meeting unanimously consent, the Chairman of such Meeting may waive the said notice, and may submit to the Meeting the name of any person duly qualified.

#### ALTERNATE DIRECTORS.

99. Each Director shall have the power to nominate in writing any person to act as alternate Director in his place during his absence from the United Kingdom or inability to act as such Director, or to attend any Meeting of the Board, and at his discretion to remove such alternate Director, and on such appointment being made, the alternate Director shall be entitled to receive notice of meetings of the Directors and shall be subject in all respects to the terms and conditions existing with reference to the other Directors of the Company, and each alternate Director, whilst acting in the place of an absent Director, shall exercise and discharge all the duties of the Director he represents.

100. Any instrument appointing an alternate Director shall, in nearly as circumstances will permit, be in the following form, or to the effect following:—

“MONTAGUE BURTON THE TAILOR OF TASTE LIMITED.

I, \_\_\_\_\_, a Director of  
MONTAGUE BURTON THE TAILOR OF TASTE LIMITED, in  
pursuance of the power in that behalf contained in Article  
99 of the Articles of Association of the Company, do hereby  
nominate and appoint \_\_\_\_\_, of  
\_\_\_\_\_ to act as alternate Director  
in my place during my absence from the United Kingdom  
or my inability to act as a Director as the case may be,  
to exercise and discharge all my duties as a Director of  
the Company.

As witness my hand this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_.”

101. Every person acting as Alternate Director for a Director shall be an officer of the Company, and shall alone be responsible to the Company for his own acts and defaults, and he shall not be deemed to be the agent of or for the Director appointing him. The remuneration of any such alternate Director shall be payable out of the remuneration payable to the Director appointing him, and shall consist of such portion of the last-mentioned remuneration as shall be agreed between the alternate Director and the Director appointing him.

#### MANAGING DIRECTORS.

102. The Directors may from time to time appoint one or more of their body to be a Managing Director of the Company, and may fix his or their remuneration either by way of salary or commission or by conferring a right to participation in the profits of the Company, or by a combination of two or more of those modes.

103. Every Managing Director shall be liable to be dismissed or removed by the Board of Directors, and another person may be appointed in his place. The Board may, however, enter into any agreement with any person who is or is about to become a Managing Director with regard to the length and terms of his employment but so that the remedy of any such person for any breach of such agreement shall be in damages only, and he shall have no right or claim to continue in such office contrary to the will of the Directors or of the Company in General Meeting.

104. A Managing Director shall not, while he continues to hold that office, be liable to retire by rotation, and he shall not be taken into account in determining the rotation in which the other Directors shall retire (except for the purpose of fixing the number to retire in each year), but he shall be subject to the same provisions as regards removal and disqualification as the other Directors, and if he cease to hold the office of Director from any cause he shall *ipso facto* cease to be a Managing Director.

105. The Directors may from time to time entrust to and confer upon a Managing Director all or any of the powers of the Directors (excepting the power to make calls, forfeit shares, borrow money, or issue Debentures) that they may think fit. But the exercise of all powers by a Managing Director shall be subject to such regulations

and restrictions as the Directors may from time to time make or impose, and the said powers may at any time be withdrawn, revoked, or varied.

#### LOCAL MANAGERS.

106. The Directors may provide for the local management of the Company's affairs in any part of Great Britain or Northern Ireland or in any Dominion, Colony, or Dependency, or abroad, in such manner as they shall think fit, either by establishing Local Boards or Local Agencies, or appointing managers or attorneys, or by committing such management to any other company, firm, or person residing or carrying on business in the locality where the Company's affairs are to be carried on; and any Local Boards, Local Agencies, managers, attorneys, company, firm, or person to whom such management shall be entrusted are hereinafter referred to as "the Local Managers."

107. The Directors may from time to time delegate to the Local Managers any of the powers, authorities and discretions vested in the Directors and required to be exercised in the before-mentioned locality, and may give to them powers of sub-delegation, and may for the purposes aforesaid execute and deliver such powers of attorney as they shall think fit. In particular, but without limiting the generality of the words aforesaid, the Local Managers may be appointed the agents of the Company for the purpose of affixing the official Seal of the Company for use abroad to deeds, contracts, or other instruments as in the Statutes specified, and of keeping a Dominion or Branch Register of Members as provided by Article 116 hereof, and to receive and register, or decline to register, transfers of shares contained in such Dominion or Branch Register and otherwise to conduct the affairs of the Company in the said locality.

108. The Directors may make regulations declaring the manner in which the Local Managers are to exercise the powers, duties, authorities and discretions vested in them, and where the Local Managers consist of two or more persons may empower any one or more of them to act without the concurrence of the other or others of them, and may direct the manner in which and times when meetings of the Local Managers are to be held, and fix the quorum for such meetings, and declare how any vacancy or vacancies in their body is or are to be filled up. The Local Managers shall be bound to

conform to all directions or orders given to them by the Directors, and shall be bound to keep proper minutes or records of all their transactions in connection with the affairs of the Company, and to transmit copies of such minutes or records to the Directors not less frequently than once in every calendar month.

109. The Directors may fix and pay the remuneration of the Local Managers in such manner as they shall think fit, and may remove any Local Manager or Local Managers, and appoint another or others in his or their places.

#### PROCEEDINGS OF DIRECTORS.

110. The Directors may meet together for the dispatch of business, adjourn, and otherwise regulate their meetings as they think fit, and determine the quorum necessary for the transaction of business. Until otherwise determined two Directors shall constitute a quorum. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the Chairman shall have a casting vote. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors. Notice of every meeting of Directors shall be given to every Director who is in Great Britain.

111. The Directors may elect a Chairman of their meetings, 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, within five minutes after the time appointed for holding the same, the Directors present shall choose some one of their number to be Chairman of such meeting.

112. The Directors may delegate any of their powers to Committees, consisting of such Member or Members of their body as they think fit. Any Committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on him or them by the Directors. The regulations herein contained for the meetings and proceedings of Directors shall, so far as not altered by any regulations made by the Directors, apply also to the meetings and proceedings of any Committee.

113. All acts done by any meeting of the Directors or of a Committee of Directors, or by any persons acting as Directors, shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Directors or persons acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

#### INDEMNITY.

114. The Directors, Auditors, Secretary and other officers for the time being of the Company, and the trustees (if any) for the time being acting in relation to any of the affairs of the Company, and every of them, and every of their heirs, executors, and administrators, shall be indemnified and secured harmless out of the assets and profits of the Company from and against all costs, charges, losses, damages and expenses which they or any of them, their or any of their heirs, executors, or administrators, shall or may incur or sustain by or by reason of any act done, concurred in or omitted, in or about the execution of their duty, or supposed duty, in their respective offices or trusts, except such (if any) as they shall incur or sustain by or through their wilful neglect or default respectively, and none of them shall be answerable for the acts, receipts, neglects, or defaults of the other or others of them, or for joining in any receipts for the sake of conformity, or for any bankers or other persons with whom any moneys or effects belonging to the Company shall or may be lodged or deposited for safe custody, or for insufficiency or deficiency of any security upon which any moneys of or belonging to the Company shall be placed out or invested, or for any other loss, misfortune or damage which may happen in the execution of their respective offices or trusts, or in relation thereto, unless the same shall happen by or through their own wilful neglect or default respectively.

#### THE SEAL.

115. The Seal shall not be affixed to any instrument except by the authority of a resolution of the Board and (except in the case of certificates of title to shares) unless and until the Board shall otherwise determine two Directors and a Secretary shall sign every instrument to which the Seal shall be affixed.

## SEAL FOR USE ABROAD AND DOMINION REGISTER.

116. The Company may exercise the powers conferred by the Statutes to have and use an official Seal for use outside Great Britain, the Channel Islands and the Isle of Man, and such powers shall accordingly be vested in the Directors. And the Company may cause to be kept in any part of His Majesty's Dominions outside Great Britain, the Channel Islands and the Isle of Man, in which it transacts its business a Dominion or Branch Register of Members resident in such part of His Majesty's Dominions and the Directors may from time to time make such provisions as they (subject to the provisions of the Statutes and in particular of Sections 34, 35 and 36 of the Companies (Consolidation) Act, 1908, or any provisions substituted therefor) may think fit respecting the keeping of any such Dominion or Branch Register, and may comply with the requirements of any local law.

117. The Company shall (subject to the Statutes) duly comply with the requirements of any Act, Regulation or Order of the Legislature or Government of the Irish Free State or of any commission or authority having power to make any such Regulation or Order which may affect or relate to the business of the Company, and may comply with the recommendations of any such Commission or Authority or of any advisory body appointed by such Legislature or Government or by any such Authority and may take any such steps as may be thought fit in anticipation of any such Act, Regulation, Order or Recommendation and the Directors may do all such acts and things and execute all such powers of attorney and instruments as they may deem necessary or proper in order to carry into effect, provide for, perform, observe and comply with the provisions of any such Act, Regulation, Order or Recommendation or to give effect to any such anticipated Act, Regulation, Order or Recommendation.

## MINUTES.

118. The Directors shall cause Minutes to be made in books provided for that purpose:—

- (a) Of all appointments of officers made by the Directors.
- (b) Of the names of the Directors present at each Meeting of the Directors and of any Committee of the Directors.

- (e) Of all resolutions and proceedings at all meetings of the Company and of the Directors and of Committees of Directors, and every Director present at any meeting of Directors or Committee of Directors shall sign his name in a book to be kept for that purpose.

#### DIVIDENDS.

119. Subject to the rights of the holders of any Shares entitled to any priority, preference, or special privileges, all Dividends shall be declared and paid to the Members in proportion to the amounts paid up on the shares held by them respectively. No amount paid on a share in advance of Calls shall, while carrying interest, be treated for the purpose of this Article as paid on the Share.
120. The Directors shall lay before the Company in General Meeting a recommendation as to the amount which they consider ought to be paid by way of Dividend, and the Company shall declare the Dividend to be paid, but such Dividend shall not exceed the amount recommended by the Directors, and in the case of the Ordinary Shares shall not in any event exceed a dividend at the rate of 10 per cent. per annum unless and until the Company shall have a reserve fund of at least £500,000.
121. No Dividend shall be paid otherwise than out of the profits of the Company.
122. The Directors may from time to time pay to the Members such interim Dividends as appear to the Directors to be justified by the profits of the Company.
123. The Directors may deduct from the Dividends payable to any Member all such sums of money as may be due from him to the Company on account of Calls or otherwise.
124. Notice of any Dividend that may have been declared shall be given to each Member in the manner in which notices are given to Members.
125. The Company may transmit any Dividend or Bonus payable in respect of any Share by ordinary post to the registered address of

the holder of such Share (unless he shall have given written instructions to the contrary), and shall not be responsible for any loss arising therefrom.

126. No dividend shall bear interest as against the Company.

127. The Directors may, with the sanction of the Company in General Meeting, distribute in kind among the Members by way of dividend any of the assets of the Company, and in particular any shares or securities of other companies to which this Company is entitled.

#### RESERVE FUND.

128. The Directors may before recommending any dividend set aside out of the profits of the Company such sum as they think proper as a reserve fund, to meet depreciation or contingencies, or for special dividends or bonuses or for equalising dividends or for repairing or maintaining any property of the Company, or for purchasing further assets or for such other purposes as the Board may think conducive to the objects of the Company, or any of them, and the same may be applied accordingly from time to time in such manner as the Board may determine; and the Board may, without placing the same to reserve, carry over any profits which they think it is not prudent to divide.

129. The Board may invest the sum so set aside for reserve upon such investments (other than Shares of the Company) as they may think fit, including the purchase of further assets, and from time to time deal with and vary such investments and dispose of the same or any part thereof for the benefit of the Company and divide the reserve fund into such special funds as they may think fit, with full powers to employ the assets constituting the reserve fund in the business of the Company and without being bound to keep the same separate from the other assets.

#### CAPITALIZATION OF PROFITS.

130. The Company in General Meeting may at any time and from time to time upon the recommendation of the Directors pass a resolution to the effect that it is desirable to capitalise any sum forming part

of the undivided profits of the Company for the time being not required for payment of dividend upon any Preference Shares of the Company, or other shares issued upon special conditions, whether standing to the credit of the Company's Reserve Fund or otherwise, and including profits arising from the realised appreciation in value of capital assets, and accordingly that the Directors be authorised and directed to appropriate and apply such sum of profits in paying up in full unissued shares of the Company of a nominal amount equal thereto, and to allot and distribute such shares credited as fully paid up and by way of capitalisation of profits to and amongst the holders of all the issued Ordinary Shares in the capital of the Company for the time being in proportion to the number of such shares held by them respectively.

131. When and so often as such a resolution shall have been passed the Directors may and shall appropriate and apply the sum of undivided profit resolved to be capitalised thereby in paying up in full unissued shares of the Company of the nominal amount equal thereto, and shall allot and issue such shares credited as fully paid up and by way of capitalisation of profits amongst the holders of the issued Ordinary Shares in proportion as nearly as may be to the number of such issued Ordinary Shares held by them respectively, with full power to the Directors to make such provision by the issue of fractional certificates or by payment in cash or otherwise as they think fit for the ease of shares becoming distributable in fractions, and prior to such allotment, the Directors may authorise any person on behalf of all the holders of the issued Ordinary Shares to enter into an agreement with the Company providing for the allotment to them respectively of such further shares credited as fully paid up and by way of capitalisation of profits as aforesaid, and any agreement made under any such authority shall be effective and binding on all the holders of the issued Ordinary Shares for the time being.

132. In order to carry into effect any profit-sharing schemes for the benefit of employees other than Directors either of this Company or of any associated company, the Directors shall have power to appropriate for such purpose, and on such terms and conditions as they think proper, such profits of this Company as may be necessary for this object, or they may set aside profits for the purpose of creating superannuation or similar funds, or they may pay out of profits part of the amount due on shares in this Company taken up by employees under a general scheme available for all or any in particular of the

employees, or in any other way that is desirable in the interests of the Company utilise the profits of this Company for the benefit and use of employees of this or any associated company. Particulars of any such schemes or grants shall, however, be declared to the Shareholders at the next succeeding Annual General Meeting of the Company.

#### ACCOUNTS.

133. The Directors shall cause true accounts to be kept—

(a) Of the sums of money received and expended by the Company, and the matters in respect of which such receipts and expenditure take place;

(b) Of the assets and liabilities of the Company.

134. The Books of Account shall be kept at the Registered Office of the Company, or at such other place or places as the Directors may determine, and shall always be open to the inspection of the Directors. The Directors may from time to time by resolution determine whether and to what extent and at what times and places and on what conditions the books and accounts of the Company or any of them shall be open to the inspection of the Members (not being Directors), and the Members shall have only such rights of inspection as are given to them by Statute or by such resolution as aforesaid.

135. At the Ordinary General Meeting in every year the Directors shall lay before the Company a profit and loss account for the period since the preceding account or (in the case of the first account) since the incorporation of the Company, made up to a date not more than six months before such meeting.

136. A balance sheet shall be made out and laid before the Company at the Ordinary General Meeting in every year, made up to a date not more than six months before such meeting. The balance sheet shall be accompanied by a report of the Directors upon the general state of the Company's affairs, and a recommendation as to the amount (if any) which the Directors consider ought to be paid by way of Dividend, and as to the amount (if any) which they propose to set aside as a Reserve Fund.

137. A copy of the account, balance sheet, and report shall, seven clear days previously to such meeting, be served on every Member

entitled to receive notices of General Meetings in the manner in which notices are hereinafter directed to be served and three copies of such documents shall at the same time be forwarded to the Secretary of the Share and Loan Department, Stock Exchange, London.

#### AUDIT.

138. Auditors shall be appointed and their duties regulated in the manner provided by the Statutes.

#### NOTICES.

139. A notice may be served by the Company upon any Member either personally or by sending it through the post addressed to such Member at his registered address.

140. No Member shall be entitled to have a notice served on him at any address not within Great Britain; and any Member whose registered address is not within Great Britain may, by notice in writing, require the Company to register an address within Great Britain, which, for the purpose of the service of notices, shall be deemed to be his registered address. A Member who has no registered address within Great Britain, and has not given notice as aforesaid, shall be deemed to have received in due course any notice which shall have been displayed in the Company's Office and shall remain there for the space of forty-eight hours, and such notice shall be deemed to have been received by such Member at the expiration of twenty-four hours from the time when it shall have been so first displayed.

141. It shall not be necessary to give any other notice than notice by advertisement to the bearers of Share Warrants, and it shall not be necessary to give notice of General Meetings to any person entitled to a share in consequence of the death or bankruptcy of a Member unless such person shall have been duly registered as a Member of the Company.

142. Any notice, if served by post, shall be deemed to have been served at the expiration of twenty-four hours after the same shall have been posted; and in proving such service it shall be sufficient to prove that the envelope containing the notice was properly addressed and stamped and put into the post-office or into any post-box subject to the control of the Postmaster-General.

143. All notices given by advertisement shall be advertised in *The Times* newspaper, and in one such other newspaper as the Directors shall think proper, and shall be deemed to have been served on the day when such advertisement shall have appeared, or if it shall not have appeared on the same day in the said two papers then on the last of the days on which it shall have so appeared.

#### WINDING UP.

144. If the Company shall be wound up the assets remaining after payment of the debts and liabilities of the Company and the costs of the liquidation shall be applied—First, in paying to the holders of Preference Shares the amounts paid up on the Preference Shares held by them respectively; Secondly, in paying any arrears of the cumulative preferential dividend on such Preference Shares; Thirdly, in repaying to the holders of Ordinary Shares the amounts paid up on such Ordinary Shares respectively, and the balance, if any, shall be distributed among all the Ordinary Shareholders of the Company in proportion to the number of shares held by them respectively.

145. With the sanction of an Extraordinary Resolution of the Members, any part of the assets of the Company, including any shares in other companies, may be divided among the Members of the Company in specie, or may be vested in trustees for the benefit of such Members, and the liquidation of the Company may be closed and the Company dissolved, but so that no Member shall be compelled to accept any shares whereon there is any liability.

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 NAMES, ADDRESSES AND DESCRIPTION OF SUBSCRIBERS.
 

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Moor Wood.  
 Wodene. Moor Grange-Rise  
 Spence. Headingley. Leeds,  
 Solicitor manager

Percy Raymond Clifford  
 36 Roberts Avenue  
 Harrogate. Leeds., Solicitor Clerk

Ernest Bland  
 9 Conway Street  
 Harrogate, Leeds. Cashier

W. A. Dickel  
 10, Mountbatten Avenue, Leeds.  
 Solicitors Clerk

Bay in Hey 8 St Elmo Grove, East End Park  
 Leeds, Solicitors Clerk

John C. Walsh.  
 41, Thorncliffe Road, Leeds.  
 Solicitors Clerk.

Geo. Brown  
 56 Rappinwater Terrace, Leeds  
 Solicitors Clerk.

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Dated the 21<sup>st</sup> day of February, 1929.

Witness to the above Signatures:—

T. B. Simpson.  
 41. Park Square  
 Leeds  
 Solicitor

DUPLICATE FOR THE FILE.

No. 237511



# Certificate of Incorporation

I Hereby Certify,

That

MONTAGUE BURTON, THE TAILOR OF TASTE, 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 twenty-seventh day of February

One

Thousand Nine Hundred and Twenty Nine.

*Registrar of Joint Stock Companies.*

Certificate  
received by



Date