

umber of }  
mpany }

394381

[Form No. 41.

"THE COMPANIES ACT, 1929."

Declaration of Compliance



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

WITH THE

REQUIREMENTS OF THE COMPANIES  
ACT, 1929,

made pursuant to Section 15, Sub-Section (2), of The Companies Act, 1929,  
on behalf of a Company proposed to be Registered as

E. DUGDALE & SONS.

LIMITED.

no-72484

Telegrams: "Certificate, Estrand, London."

Telephone No.: Holborn 0434

JORDAN & SONS, LIMITED,

Company Registration Agents, Printers, and Publishers,  
116 CHANCERY LANE, LONDON, W.C. 2,

3 BROAD STREET PLACE, E.C.2, and 28A MOSTYN STREET, LLANDUDNO.

sent by

F. TAYLOR,

4 EAST PARADE, LEEDS 1.

24 MAR 1945

3

FERNANDEZ TUGDALE

of

218, HIBSON ROAD,

NELSON.

\*Here insert-  
"A Solicitor  
of the Su-  
preme Court  
(or in Scotland  
"an Enrolled  
Law Agent")  
engaged in  
the formation  
of" or "A  
person named  
in the Articles  
of Association  
as a  
Director (or  
Secretary)  
of"

Do solemnly and sincerely Declare that I am\* A PERSON

NAMED IN THE ARTICLES OF ASSOCIATION AS A

DIRECTOR OF

F. DUGDALE & SONS

LIMITED,

and That all the requirements of The Companies Act, 1929, 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 Edsna Cottage  
Nelson.

Lancaster  
the 10th day of March

One thousand nine hundred and Forty Two,

before me,

W. G. H. T. P.  
A Commissioner for Oaths.

iber of  
tificate,

394381 12

[Form No. 25.

# THE STAMP ACT, 1891, and THE FINANCE ACT, 1933.

**OMPANY LIMITED BY SHARES.**



Duty at the  
rate of 10s.  
for every  
£100 must  
be impressed  
here.

## Statement of the Nominal Capital

OF

F. DUGDALE & SONS.

**LIMITED,**

uant to Section 112 of The Stamp Act, 1891; as  
amended by Section 41 of The Finance Act, 1933.

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

11a-71571

rams: "CERTIFICATE, ESTRAND, LONDON."

Telephone No.: HOLBORN 0434.

**JORDAN & SONS, LIMITED,**

Company Registration Agents, Printers, and Publishers,

116 CHANCERY LANE, LONDON, W.C. 2

BROAD STREET PLACE, E.C.2, and 28A MOSTYN STREET, LLANDUDNO.

d by

F. TAYLOR,

4 EAST PARADE,

TELETYPE 1.

2 MAR 1945

# THE NOMINAL CAPITAL

OF

E. DUGDALE & SONS,

LIMITED,

is THREE THOUSAND Pounds,

divided into THREE THOUSAND Shares

of ONE POUND each.

Signature

E. Dugdale

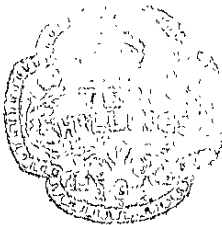
Description DIRECTOR

Dated the sixth day

of March 19 45

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

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



THE COMPANIES ACT 1929



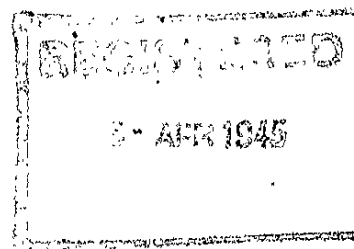
COMPANY LIMITED BY SHARES

## Memorandum of Association

— OF —

### F. DUGDALE & SONS LIMITED.

\* \* \* \*



1. The name of the Company is "F.DUGDALE & SONS LIMITED".

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

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

- (a) To purchase and carry on the business of Cattle Transporter and Haulage Contractor now carried on by FERNANDEZ DUGDALE at Edge End Farm, Nelson, and accordingly to enter into and carry into effect with or without modification an agreement with Fernandez Dugdale in the terms of the draft which has for the purpose of identification been initialled by Fernandez Dugdale.
- (b) To carry on the business of transport contractors, Livestock Transporters, carriers of goods and passengers common carriers haulage contractors agents for railway and shipping companies warehousemen wharfingers owners of depositories forwarding agents bonded carmen common carmen shippers jobmasters livery-stable keepers garage coach-house and stable builders motor and mechanical engineers horse-breeders and dealers farmers graziers dealers in corn straw

and fodder of all kinds motor car motor van omnibus truck lorry wagon coach carriage and cart proprietors travel agents touring agents public works contractors and builders and any other businesses which can conveniently be carried on in connection with the above.

- (c) To carry on the business of manufacturers of dealers in hirers cleaners repairers towers storers and warehousemen of motor cars motor vans trucks lorries wagons coaches carriages carts motor cycles cyclecars motors scooters cycles bicycles launches boats and other conveyances of all descriptions whether propelled or assisted by means of petrol spirit steam gas electrical animal or other power and of engines chassis bodies and other things used for in or in connection with motors and other things.
- (d) To buy sell manufacture exchange let on hire repair alter improve and deal in machinery plant tools apparatus utensils substances materials things component parts accessories and fittings of all kinds for motors and other things and all articles and things referred to in clauses (b) and (c) hereof, or used in or capable of being used in connection with the manufacture maintenance and working thereof.
- (e) To enter into contracts with any other company or persons as to interchange of traffic running powers or otherwise which the Company may think expedient.
- (f) To carry on any other business 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 profitable any of the Company's property or rights.
- (g) To acquire or undertake the whole or any part of the business property and liabilities of any person or company carrying on any business which the Company is authorised to carry on or possessed of property suitable for the purposes of this Company.

- (h) To carry on any other business of a similar nature or any business which may in the opinion of the Directors be conveniently carried on by this Company.
- (i) To pay all costs, charges and expenses incurred or sustained in or about the promotion and establishment of the Company, or which the Company shall consider to be in the nature of preliminary expenses including therein the cost of advertising, commissions for underwriting, brokerage, printing and stationery (and expenses attendant upon the formation of agencies and local boards).
- (j) Upon any issue of shares, debentures or other securities of the Company, to employ brokers, commission agents and underwriters, and to provide for the remuneration of such persons for their services by payment in cash, or by the issue of shares, debentures or other securities of the Company, or by the granting of options to take the same, or in any other manner allowed by law.
- (k) To purchase or otherwise acquire all or any part of the business, property and liabilities of any company, society, partnership or person, formed for all or any part of the purposes within the objects of this Company, and to conduct and carry on, or liquidate and wind up, any such business.
- (l) To purchase, take on lease, or otherwise acquire for the purposes of the Company, any estates, lands, buildings, easements or other interests in real estate, and to sell let on lease, or otherwise dispose of or grant rights over any real property belonging to the Company.
- (m) To purchase or otherwise acquire, erect, maintain, reconstruct, and adapt any offices, workshops, mills, plant, machinery and other things found necessary or convenient for the purposes of the Company.

- (n) To apply for and take out, purchase or otherwise acquire any patents, patent rights or inventions, copyright or secret processes, which may be useful for the Company's objects, and to grant licences to use the same.
- (o) To manufacture, buy, sell, and generally deal in, any plant, machinery, tools, goods or things of any description, which in the opinion of the Company may be conveniently dealt with by the Company in connection with any of its objects.
- (p) To let on lease or on hire the whole or any part of the real and personal property of the Company on such terms as the Company shall determine.
- (q) To issue, or guarantee the issue of, or the payment of interest on, the shares, debentures, debenture stock, or other securities or obligations of any company or association, and to pay or provide for brokerage, commission and underwriting, in respect of any such issue.
- (r) To draw, accept and make, and to indorse, discount and negotiate, bills of exchange and promissory notes, and other negotiable instruments.
- (s) To borrow or raise money by the issue of debentures, debenture stock (perpetual or terminable), bonds, mortgages, or any other securities, founded or based upon all or any of the property and rights of the Company, including its uncalled capital, or without any such security, and upon such terms as to priority or otherwise, as the Company shall think fit.
- (t) To receive money on deposit, with or without allowance of interest thereon.
- (u) To advance and lend money upon such security as may be thought proper, or without taking any security therefor.
- (v) To invest the moneys of the Company not immediately required in such manner, other than in the shares of this Company, as from time to time may be determined.



- 9.
- (r) To acquire by subscription, purchase or otherwise, and to accept and take, hold and sell, shares or stock in any company, society or undertaking, the objects of which shall, either in whole or in part, be similar to those of this Company, or such as may be likely to promote or advance the interests of this Company.
  - (s) To establish agencies (and local boards) in Great Britain and elsewhere, and to regulate and discontinue the same.
  - (t) To provide for the welfare of persons in the employment of the Company, or formerly in the employment of the Company's predecessors in business, and the wives, widows and families of such persons, by grants of money, pensions or other payments, and by providing or subscribing towards places of instruction and recreation, and hospitals, dispensaries, medical and other attendance, and other assistance, as the Company shall think fit, and to form subscribe to or otherwise aid benevolent, religious, scientific, national or other institutions or objects, which shall have any moral or other claims to support or aid by the Company by reason of the locality of its operations or otherwise.
  - (u) From time to time to subscribe or contribute to any charitable, benevolent, or useful object of a public character (the support of which will, in the opinion of the Company, tend to increase its repute or popularity among its employees, its customers, or the public).
  - (aa) To enter into and carry into effect any arrangement for joint working in business, or for sharing of profits, or for amalgamation, with any other company, or any partnership or person, carrying on business within the objects of this Company,
  - (bb) To establish, promote and otherwise assist, any company or companies for the purpose of acquiring any of the property or furthering any of the objects of this Company.
  - (cc) To sell, dispose of, or transfer the business, property and undertakings of the Company, or any part thereof, for any consideration which the Company may see fit to accept.

- (da) To accept stock or shares in, or the debentures, mortgage debentures or other securities of any other company in payment or part payment for any services rendered or for any sale made to or debt owing from any such company.
  - (ee) To distribute in specie or otherwise as may be resolved any assets of the Company among its members, and particularly the shares, debentures or other securities of any other company formed to take over the whole or any part of the assets or liabilities of this Company.
  - (ff) To do all or any of the matters hereby authorised (in any part of the world) either alone or in conjunction with, or as factors, trustees or agents for, any other companies or persons, or by or through any factors, trustees or agents.
  - (gg) Generally to do all such other things as may appear to be incidental or conducive to the attainment of the above objects or any of them.
4. The liability of the members is limited.
5. The share capital of the Company is £3000 divided into 3,000 shares of £1 each with power to issue any of the Shares in the capital original or increased with or subject to any preferential special or qualified rights or conditions as regards dividends, repayment of capital, voting or otherwise.

TH, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS	Number of shares taken by each Subscriber.
<i>Fernandez, Dugdale.</i> <i>218 Hibson Rd Nelson</i>	
<i>Laffie Manager.</i>	<i>One Share</i>
<i>Leslie Dugdale.</i> <i>Edgemoor. Fern Nelson</i> <i>manager.</i>	<i>One.</i>
<i>Eric Dugdale</i> <i>9 Retherfield Road.</i>	
<i>Nelson</i>	<i>One.</i>
<i>Secretary</i>	

DATED this *fourth* day of *March* 19*25*

WITNESS to the above Signatures :-

*Fredrick. G. Nelson*

*S. J. Gresham St. Dunlop*  
*Solicitor*

COMPANY LIMITED BY SHARES

Articles of Association

— OF —

F. DUGDALE & SONS LIMITED.

\* \* \* \*

PRELIMINARY.

1. Subject as hereinafter provided the regulations contained in Table "A" in the First Schedule to the Companies Act, 1929, (hereinafter referred to as "Table A") shall apply to the Company.

2. Clauses 2, 19, 50, 64, 65, 69, 72, 82 and 104 of Table "A" shall not apply to the Company, but the clauses hereinafter contained, and the remaining clauses of Table "A" subject to the modifications hereinafter expressed, shall constitute the regulations of the Company.

3. Clause 7 of Table "A" shall be read as if the brackets and words "(other than fully paid shares)" were omitted. Clause 11 of Table "A" shall be read as if the words "provided that no call shall exceed one-fourth of the nominal amount of the share, or be payable at less than one month from the last call," were omitted. Clause 45 of Table "A" shall be read as if the word "two" were substituted for the word "three." Clause 68 of Table "A" shall be read as if all the words after the words "from any cause to be a director" were omitted.

4. The Company shall forthwith enter into an Agreement in the terms of the Agreement referred to in Clause 3(a) of the Memorandum of Association and shall carry the same into effect with such, if any, modifications or alterations as the Directors may think fit.

## PRIVATE COMPANY.

5. The Company is a "Private Company" within the meaning of Section 26 of the Act, and accordingly (1) no invitation shall be issued to the public to subscribe for any shares, debentures or debenture stock of the Company; (2) the number of the Members of the Company (not including persons who are in the employment of the Company and persons who, having been formerly in the employment of the Company, were while in such employment, and have continued after the determination of such employment to be Members of the Company) shall be limited to fifty, provided that, for the purposes of this provision, where two or more persons hold one or more shares in the Company jointly, they shall be treated as a single Member; and (3) the right to transfer the shares of the Company is restricted in manner and to the extent hereinafter appearing.

## SHARES.

6. The present Share Capital of the Company is £3000 divided into 3000 shares of £1 each.

7. Subject to any directions which may be given by the Company in General Meeting and to Article 5 hereof and to the provisions of Clause 35 of Table "A" the shares of the Company for the time being unissued shall be at the disposal of the Directors, and they may allot or otherwise dispose of them to such persons at such times and generally on such terms and conditions as they think proper, provided that no shares shall be issued at a discount except as provided by Section 47 of the Act.

8. 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, provided that the commission does not exceed 10 per cent of the price at which such shares are issued, or an amount equivalent thereto, and such commission may be paid, in whole or in part, in cash or fully or partly paid shares of the Company as may be arranged. The payment or agreement to pay a commission shall

be in the discretion of the Directors on behalf of the Company. The statement required by Section 43 of the Act, to be filed shall be duly filed, and Section 42 of the Act shall where necessary, be duly complied with, and the amount of any such commission shall be stated in the balance sheets and annual returns of the Company, as required by Sections 44 and 108 of the Act.

9. No person shall be recognised by the Company as holding any share upon any trust and the Company shall not be bound by or recognise any equitable, contingent, future or partial interest in any share or any interest in any fractional part of a share, or (except only as by these presents otherwise expressly provided) any other right in respect of any share except an absolute right to the entirety thereof in the registered holder.

#### TRANSFER OF SHARES.

10. No transfer of any share in the capital of the Company to any person not already a Member of the Company shall be made or registered without the previous sanction of the Directors, who may, without assigning any reason, decline to give such sanction, and shall so decline in the case of any transfer the registration of which would involve a contravention of Article 5 hereof. The Directors may also suspend the registration of transfers during the fourteen days immediately preceding the Ordinary General Meeting in each year. The Directors may decline to recognise any instrument of transfer unless (a) such fee, not exceeding Two Shillings and Six Pence, as the Directors may from time to time determine, is paid to the Company in respect thereof, and (b) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer. The Directors may decline to register any transfer of any shares on which the Company has a lien. If the Directors refuse to register a transfer of any shares, they shall, within two months after the date on which the transfer was lodged with the Company, send to the transferee notice of the refusal as required by Section 66 of the Act.

#### PROCEEDINGS AT GENERAL MEETINGS.

11. At any General Meeting, a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is

(before or on the declaration of the result of the show of hands) demanded by the Chairman or by two Members, and unless a poll is so demanded, a declaration by the Chairman that a resolution has on a show of hands been carried, or carried unanimously or by a particular majority, or lost or not carried by a particular majority, and an entry to that effect in the minute book of the Company shall be conclusive evidence thereof, without proof of the number or proportion of the votes recorded in favour of or against such resolution.

#### DIRECTORS.

12. Until and unless otherwise determined by the Company in General Meeting, the number of the Directors shall be not less than three nor more than four. The following shall be the first Directors of the Company, namely:

FERNANDEZ DUGDALE  
LESLIE DUGDALE  
ERIC DUGDALE

13. The Directors shall be paid out of the funds of the Company all their travelling and other expenses, properly and necessarily incurred by them in attending meetings of the Directors and Members or otherwise on the affairs of the Company, and the Directors shall also be entitled to such remuneration as may from time to time be determined by the Company in General Meeting and such remuneration shall be divided among the Directors in such proportions as the majority of them may determine or failing such determination equally.

#### DISQUALIFICATION OF DIRECTORS.

14. The office of a Director shall be vacated :-

- (1) If he resigns his office by notice in writing to the Company.
- (2) If he ceases to be a Director by virtue of Section 141 of the Act.
- (3) If a receiving order is made against him or he enters into any arrangement or compromise with his creditors.
- (4) If he is prohibited from being a Director by an Order made under Sections 217 or 275 of the Act.
- (5) If he is found lunatic or becomes of unsound mind.

15. A Director may hold any other office or place of profit under the Company, except that of Auditor, upon such terms as to remuneration, tenure of office and otherwise as may be determined by the Board.

16. A Director shall be capable of contracting or participating in the profits of any contract with the Company in the same manner as if he were not a Director, provided that the nature of his interest must be disclosed by him in manner required by Section 149 of the Act. A director may vote in respect of any contract or arrangement in which he is so interested as aforesaid.

#### PROCEEDINGS OF DIRECTORS.

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

18. A resolution in writing signed or approved by letter or telegram by every member of the Board shall have the same effect and validity as a resolution of the Board duly passed at a meeting of the Board duly convened and constituted.

#### NOTICES.

19. If a Member has no registered address within the United Kingdom and has not supplied to the Company an address within the United Kingdom for the giving of notices to him, a notice posted up in the registered office shall be deemed to be served on him at the expiration of twenty-four hours after it is so posted up.

#### WINDING UP.

20. In a winding up the Liquidator may with the sanction of an Extraordinary Resolution distribute all or any of the assets in specie among the Members in such proportions and manner as may be determined by such resolution, provided always that if any such distribution is proposed to be made otherwise than in accordance with the existing rights of the Members, every Member shall have the same right of dissent and other ancillary rights as if such resolution were a Special Resolution passed pursuant to Section 234 of the Act.



NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS
<p> <i>Francis Roy Dugdale.</i>  <i>218 Gibson. Rd Nelson.</i>  <i>Traffic Manager.</i>  <i>Lester Dugdale.</i>  <i>Edgewood. Rd.</i>  <i>Nelson. manage.</i>  <i>Lois Dugdale</i>  <i>9 Ketherfield Road.</i>  <i>Nelson.</i>  <i>(Secretary)</i> </p>

DATED the *ninth* day of *March* 19*45*

WITNESS to the above Signatures :-

*Frederick C. Piller*

*G. Hamilton (Jr) Secy*

*Subscribed & sworn to*

CERTIFICATE OF INCORPORATION

[Duplicate for the File]

No.

394381

I HEREBY CERTIFY, that

F. DUGDALE & SONS LIMITED

is this day Incorporated under the Companies Act, 1929, and that the  
Company is Limited.

Given under my hand at London <sup>third</sup> ~~thirteenth~~ this day of April  
One  
Thousand Nine Hundred and Forty-five .

*W. A. B. Smith*  
Assistant Registrar of Companies.

Certificate  
received by: - } ... *Regd. Post* .....

Date ... *13. Apr. 1945* .....

*Handwritten notes and signatures at the top of the page.*



The Secretary,  
Messrs. F. Dugdale & Sons, Ltd.  
Edge End Farm,  
NELSON.

Dear Sir,

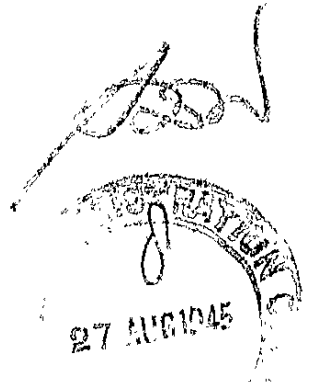
I hereby request you to allot to the undermentioned  
Leslie Dugdale, Edge End Farm, Nelson. shares 900  
Eric " 9, Netherfield Rd. Nelson. " 900

out of the total shares of 2,700 which were due to  
be allotted in consideration of the purchase price of £2700  
re the sale of my business to the company.

signed *F. Dugdale*  
address .218. Gibson Rd.,  
NELSON.



*Handwritten number 44.*



*Handwritten signature or initials at the bottom left.*