

NOTICE OF ILLEGIBLE PAGES

Companies House regrets that documents in this company's record have pages which are illegible.

The poor quality has been noted, but unfortunately steps taken to improve them were unsuccessful.

Companies House would like to apologise for any inconvenience this may cause



Number of }
Company }

267083

Form No. 41

THE COMPANIES ACT, 1929.



A 5s.
Companies'
Registration
Fee Stamp
must be
Impressed
here.

DECLARATION of Compliance with the requirements of the Companies Act,
1929, on application for registration of a Company.

Pursuant to Section 15(2).

Name of Company HUSBANDS & SONS

.....
LIMITED.

REGISTERED
13 JUL 1932

Presented by

W. WALLACE HARDEN

49 Queen Victoria Street

..... E.C. 4.

H. HOWES & CO., LTD.,

Company Printers, Publishers and Stationers,

BELL YARD, (next to Law Society), TEMPLE BAR, W.C. 2
Tel.: HOLBORN 3073.
4, UNION COURT, OLD BROAD STREET, LONDON, E.C. 2.
Tel.: LONDON WALL 0237 & 0238.
27 & 28, OLD JEWRY, CHEAPSIDE. LONDON. E.C. 2.

I ..WILLIAM WALLACE HARDEN.....

of 49 Queen Victoria Street in the City of London.

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

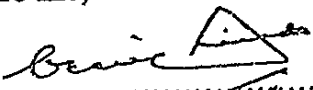
of Husbands & Sons

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.”

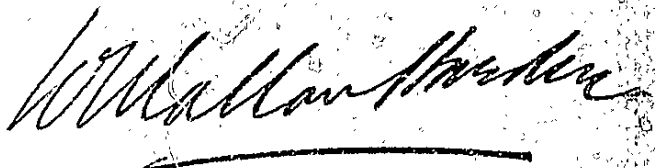
Declared at 49 Queen Victoria
Street, E.C.4. in the City of
London the 14th day of July
One thousand nine hundred and
thirty two.

Before me,



(b) A Commissioner for Oaths.

- (a) “ A Solicitor of the Supreme Court ” (or in Scotland “ an Enrolled Law-Agent ”)
“ engaged in the formation,” or “ A person named in the Articles of Association
“ as a Director or Secretary,”
(b) or Notary Public or Justice of the Peace.



No. of Certificate.....267083/2

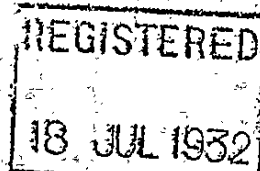
Form No. 25.



HUSBANDS & SONS COMPANY, LIMITED.

STATEMENT of the Nominal Capital made pursuant to s. 112 of the Stamp Act, 1891, as amended by s. 7 of the Finance Act, 1899, and s. 39 of the Finance Act 1920. (Note.—The Stamp Duty on the Nominal Capital is One Pound for every £100 or fraction of £100.)

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



Presented for registration by

W. WALLACE HARDEN

49 Queen Victoria Street, E.C. 4.

H. HOWES & CO., LTD.,

Printers and Stationers

UNION COURT, OLD BROAD STREET, E.C. 2
Telephones: LONDON WALL 0237 & 0238.

BELL YARD (next Law Society), TEMPLE BAR, W.C. 2.
Tel.: HOLBORN 3073.

20, CORTHALL AVENUE, E.C. 2.
Tel.: METROPOLITAN 2431.

10, THROGMORTON AVENUE, E.C. 2.
Tel.: METROPOLITAN 2431.

62 & 65, LONDON WALL, E.C. 2.
Tel.: METROPOLITAN 2431.

27 & 28, OLD JEWRY, CHEAPSIDE, E.C. 3.
Tel.: METROPOLITAN 4879.

Works—HOWCO HOUSE, 62A, SOUTHWARK STREET, S.E. 1.
Tel.: SOUTHWARK 3455.

The NOMINAL CAPITAL of the

.....Husbands & Sons Company, Limited;

is £.2,000....., divided into2,000.....shares of £.1.....

each.

Signature*Ala Burnett*.....

Description.....*Director*.....

Date *14 July 1922*.....

267083
13

THE COMPANIES ACT, 1929.

COMPANY LIMITED BY SHARES.

Memorandum of Association

OF

Husbands & Sons Limited.

1. The name of the Company is "HUSBANDS & 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 acquire and take over as a going concern and carry on the business of a Manufacturing Optician, Manufacturer and Dealer in Optical Instruments, Lanterns and Kinematographs, Barometers, Thermometers and Surveying and Drawing Instruments of all kinds in the past carried on by the late Alfred Witchell Husbands, deceased, at 8, St. Augustines Parade, and 25, Denmark Street, all in the City of Bristol, under the style or firm name of "Husbands & Sons," and all or any of the assets and liabilities of the proprietors of such business; and with a view thereto to enter into and carry into effect, with or without modification, an Agreement which has already been prepared and expressed to be made between Amy Lucretia Husbands and Alexander George Amos Bennett of the one part and the Company of the other part, a copy whereof has for the purpose of identification been signed by **ERIC TAYLOR** and **William Wallace Harden** respectively, Solicitors of the Supreme Court.

REGISTERED
18 JUL 1932

A. L. 24
✓
LAB

(b) To carry on either in connection with the business aforesaid or as distinct and separate businesses the business or businesses of Wholesale and Retail Merchants in and Importers and Exporters of Optical and Scientific Apparatus, Makers of and Dealers in Mechanical, Electrical, Chemical, Photographical, Surgical and Scientific Apparatus of all kinds, Leather and Fancy Goods, Leather Bags of all descriptions, Purses, Jewellery, Glass, China, Frames and Toilet Requisites, and to carry on such other business or businesses in connection with the above as are customarily or usually carried on in connection therewith, and such other business or businesses (whether manufacturing or otherwise) which may seem to the Company capable of being 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 or rights (except assurance business within the meaning of the Assurance Companies Act 1909, as extended by the Industrial Assurance Act 1923, and the Road Traffic Act 1930).

or to transact any risks under any class of assurance business to which these acts apply

(c) To export and import, buy, sell, repair, manufacture, refine, manipulate and deal in all substances, apparatus and things used and capable of being used in any such business or businesses as aforesaid, or required by any customers of or persons having dealings with the Company.

(d) To purchase or by any other means acquire any freehold, leasehold or other property for any estate or interest whatever, and any rights, privileges, or easements over or in respect of any property, and any buildings, factories, mills, works, machinery, plant or things, and any real or personal property or rights whatsoever which may be necessary for, or may be conveniently used with, or may enhance the value of any other property of the Company.

(e) To build, construct, maintain, alter, enlarge, pull down and remove or replace any buildings, factories, mills, offices, works, machinery, walls or

fences, and to clear sites for the same, or to join with any person, firm or company in doing any of the things aforesaid, and to work, manage and control the same or join with others in so doing.

- (f) To purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere, any 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 upon and testing, and in improving or seeking to improve any patents, inventions or rights which the Company may acquire or propose to acquire.
- (g) To acquire and undertake the whole or any part of the business, goodwill and assets of any person, firm or company carrying on or proposing to carry on any of the businesses which this Company is authorised to carry on, and, as part of the consideration for such acquisition, to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into any arrangement for sharing profits, or for co-operation, or for limiting competition, or for mutual assistance with any such person, firm or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain, or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received.
- (h) To improve, manage, cultivate, develop, exchange, let on lease or otherwise, mortgage, 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.

- (i) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (j) To lend and advance money or give credit to such persons and on such terms as may seem expedient, and in particular to customers and others having dealings with the Company, and to give guarantees or become security for any such persons.
- (k) To borrow or raise money, and to arrange loans 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.
- (l) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- (m) 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.
- (n) To 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.

- (o) 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.
- (p) To remunerate any person, firm or company rendering services to this Company, whether by cash payment or by the allotment to him or them of shares or securities of the Company, credited as paid up in full or in part or otherwise.
- (q) 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.
- (r) To support and subscribe to any charitable or public object and any institution, society or club which may be for the benefit of the Company or its employes, or may be connected with any town or place where the Company carries on business; to give pensions, gratuities or charitable aid to any person or persons who may have served the Company, or to the wives, children or other relatives of such persons; to make payments towards insurances; and to form and contribute to provident and benefit funds for the benefit of any persons employed by the Company.
- (s) To procure the Company to be registered or recognised in any colony or dependency, and in any foreign country or place.
- (t) To promote any other company for the purpose of acquiring all or any of the property and undertaking any of the liabilities of this Company, or of undertaking any business or operations which may appear likely to assist or benefit this Company or

to enhance the value of any property or business of this Company, and to place or guarantee the placing of, underwrite, subscribe for or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.

- (v) To sell 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 company purchasing the same.
- (v) 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.
- (w) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

It is hereby expressly declared that each sub-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 £2,000, divided into 2,000 Shares of £1 each. The Company has power from time to time to increase or reduce its capital, and to issue any shares in the original or increased capital with preferred, deferred, qualified, or other special rights, privileges and conditions.

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.
<p>Amy Lucretia Husbando 14 Kentworth Road Redland Bristol Widow</p>	One.
<p>Alexander George Amos Bennett 176 Leigham Court Road Streatham S.W. 16 Barrister at Law</p>	One

Dated this 14th day of July, 1932.

Witness to the above Signatures: of Amy Lucretia Husbando.

Eric Taylor
Solicitor Bristol

Witness to the signature of Alexander George Amos Bennett.

W. Mallac Harder
7, Queen Victoria Street
London E.C. 4
Solicitor



207083 4



THE COMPANIES ACT, 1929.

COMPANY LIMITED BY SHARES.

Articles of Association

OF

Husbands & Sons Limited.

PRELIMINARY.

1. The regulations contained in Table A in the First Schedule to the Companies Act, 1929 (such table being hereinafter referred to as "Table A") shall apply to the Company, save in so far as they are excluded or varied hereby, that is to say, the clauses of Table A numbered 35, 39, 40, 64, 65, 66, 72 to 80 (both inclusive), 82 and 101, shall not apply to this Company; but in lieu thereof and in addition to the remaining clauses of Table A the following shall be the regulations of the Company:

2. The first business of the Company shall be to acquire and take over the business of Husbands & Sons in the past carried on by the late Alfred Witchell Husbands, Deceased, at 3, St. Augustines Parade, and 25, Denmark Street, all in the City of Bristol, and for the purpose of so doing the Directors shall forthwith take into consideration and if approved of shall adopt on behalf of the Company either with or without modification the Agreement referred to in Clause 3, Sub-Clause (A) of the Memorandum of Association. The Company is formed on the basis that the said Agreement shall be adopted with or without modification as aforesaid, and no objection shall be taken to the said Agreement nor shall any Promoter or Director be liable to account to the Company for any profit or benefit derived by him under the said Agreement by reason of any Promoters or Directors of the Company being Vendors to the

REGISTERED

13 JUL 1932

Company or otherwise interested in the said Agreement or by reason of the purchase consideration having been fixed by the Vendors without any independent valuation having been made or of the Board of Directors not being in the circumstances an independent Board, but every member of the Company present and future shall be deemed to have notice of the said Agreement and to have assented to all the terms thereof.

3. 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 at any rate not exceeding 10 per cent. of the price at which the said shares are issued.

4. The Company shall be a Private Company, and accordingly the following provisions shall have effect :—

- (a) The Company shall not offer any of its shares or debentures to the public for subscription.
- (b) 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 that employment and have continued after the determination of that employment to be members of the Company) shall not at any time exceed fifty.
- (c) The transfer of shares in the Company shall be restricted in the manner hereinafter provided.

5. 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.

SHARE CAPITAL AND SHARES.

6. The original share capital of the Company of £2,000 is divided into 2,000 shares of £1 each.

7. Subject to the provisions of the Agreement referred to in Clause 2 hereof the shares shall be under the control of the Directors, who may allot and dispose of or grant options over the same to such persons, on such terms and in such manner as they think fit.

8. A call may be made payable by instalments.

9. No call upon any share shall be made payable within one month after the date when the last instalment of the last preceding call shall have been payable, and Clause 11 of Table A shall be modified accordingly.

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

11. If by the conditions of allotment any amount is payable in respect of any shares by instalments at fixed times, every such instalment shall be payable as if it were a call duly made by the Directors of which due notice had been given.

12. The lien conferred by Clause 7 of Table A shall attach to fully paid-up shares and to all shares registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of several joint holders.

13. An entry in the minute book of the Company of the forfeiture of any shares, or that any shares shall have been sold to satisfy a lien of the Company, shall be sufficient evidence as against all persons entitled to such shares, and that the said shares were properly forfeited or sold, and such entry and the receipt of the Company for the price of such shares shall constitute a good title to such shares, and the name of the purchaser shall be entered in the register of shares 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. 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.

TRANSFER OF SHARES.

14. The Directors may decline to register any transfer of shares, and Clause 19 of Table A shall be modified accordingly.

BORROWING POWERS.

15. The Directors shall cause a proper register to be kept in accordance with Section 88 of the Act and shall duly comply with the requirements of Section 79 of the Act in regard to the registration of mortgages and charges. ..

16. The register of mortgages shall be open to the inspection of any creditor or member of the Company without payment, and of any other person on payment of the sum of one shilling for each inspection.

GENERAL MEETINGS.

17. The Annual General Meeting of the Company shall be held in each year at such time and place as the Directors shall appoint. In default of a General Meeting being so held, a General Meeting may be convened to be held at any time during the next succeeding month by any two members in the same manner, as nearly as possible, as that in which meetings are to be convened by the Directors. The aforesaid General Meeting shall be called "Ordinary General Meeting." All other General Meetings shall be called "Extraordinary General Meetings." Two members personally present shall form a quorum at General Meetings, and Clause 45 of Table A shall be modified accordingly.

VOTES OF MEMBERS.

18. One member shall be entitled to demand a poll at a General Meeting; and Clause 50 of Table A shall be modified accordingly.

DIRECTORS.

19. Unless and until the Company in General Meeting shall otherwise determine, the number of Directors shall not be less than two or more than five. The following persons shall be the first Directors of the Company: Amy Lucretia Husbands, Alexander George Amos Bennett, Hilda Lucretia MacKenzie and Herbert Edwin Ernest Jenkins.

20. The trustees for the time being of the Will of the said Alfred Witchell Husbands, deceased, may at any time or times by writing under their hands appoint any person (whether one of such trustees or not) to be a Director of the Company, and may in like manner at any time or times remove any Director howsoever appointed from office.

21. The Directors shall be paid out of the funds of the Company remuneration for their services at such rate not exceeding £250 per annum as the Board may from time to time determine, and such remuneration shall be divided among them in such proportion 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, hotel and other expenses incurred in consequence of their attendance at Board Meetings and otherwise in execution of their duties as Directors. The said sum of £250 per annum shall not include the remuneration paid to any Managing Director appointed under the power contained in Clause 68 of Table A.

22. The quorum of Directors for transacting business shall, unless otherwise fixed by the Directors, be three.

23. A memorandum in writing, signed by all the Directors for the time being, and pasted in or attached to the minute book shall be as effective for all purposes as a resolution of the Directors passed at a meeting duly convened, held and constituted.

DISQUALIFICATION OF DIRECTORS.

24. The office of a Director shall be vacated :—

- (a) If he becomes bankrupt or insolvent or compounds with his creditors.
- (b) If he becomes of unsound mind or be found a lunatic.
- (c) If he be convicted of an indictable offence.
- (d) If he is removed from office by notice under the hands of the trustees for the time being of the Will of the said Alfred Witchell Husbands, deceased.

- (e) If he (not being a trustee of the Will of the said A. W. Husbands, deceased) absents himself from the meeting of Directors for a period of six months without special leave of absence from the other Directors.
- (f) If he gives the Directors notice in writing that he resigns his office.
- (g) If he become prohibited from being a Director by reason of any order made under Sections 217 or 275 of the Act.

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 shall have been served upon the Directors or an entry shall have been made in the Directors' minute book stating that such Director has ceased to be a Director of the Company.

25. No Director shall be disqualified by his office from holding any office or place of profit under the Company or any company in which this Company shall be a shareholder or otherwise interested or from contracting with the Company either as vendor, purchaser or otherwise, nor shall any such contract or any contract or arrangement entered into by or on behalf of the Company in which any Director shall be in any way interested be avoided, nor shall any Director be liable to account to the Company for any profit arising from any such office or place of profit or realized by any such contract or arrangement by reason only of such Director holding that office or of the fiduciary relations thereby established, but except as to the agreement mentioned in Clause 2 of these presents it is declared that the nature of his interest must be disclosed by him at the meeting of the Directors at which the contract or arrangement is first taken into consideration if his interest then exists, or in any other case at the first meeting of the Directors after the acquisition of his interest. If a Director becomes interested in a contract or arrangement after it is made or entered into the disclosure of his interest shall be made at the first meeting of the Directors held after he becomes so interested. No Director shall as a Director vote in respect of any contract or arrangement in which he is so interested as aforesaid, and if he do so vote his

vote shall not be counted, but this prohibition may at any time or times be suspended or relaxed to any extent by a General Meeting, and such prohibition shall not apply 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 the agreement referred to in Clause 2 of these presents or to any modification of such agreement or any agreement substituted therefor or any matter arising thereout. A general notice that a Director is a member of a 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.

WINDING UP.

26. 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 repaying to the members the amounts paid up or credited as paid up on their shares held by them respectively; and the balance (if any) shall be distributed among the members in proportion to the number of shares held by them respectively; Provided always that the provisions hereof shall not affect to the rights of the holders of shares (if any) issued upon special conditions.

27. With the sanction of an Extraordinary Resolution of the shareholders any part of the assets of the Company, including any shares in other companies, may be divided between 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.

 NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.

Amy Lucretia Howards
 14 Glendworth Road
 Redland
 Bristol
 Widow

Alexander George Amos Bennett
 176 Leigham Court Road
 Streatham S.W. 16
 Barrister at Law

Dated this 14 day of July, 1932.

Witness to the above Signatures:—*Amy Lucretia Howards.*

Eric Taylor
Solicitor Bristol.

Witness to the above Signature of Alexander George Amos Bennett.
W. Wallau Harder
 49 Queen Victoria Street
 London E.C. 4
 Solicitor

DUPLICATE FOR THE FILE.

No. 267083



Certificate of Incorporation

I Hereby Certify,

That

HUSBANDS & SONS LIMITED

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

Given under my hand at London this eighteenth day of July One

Thousand Nine Hundred and thirty-two.

W. A. McKens

Assistant Registrar of Companies.

Certificate
received by

Mr Dwyer *W. Wallcutt*
49 Queen Victoria Street E.C.4

Date 15th July 1932