

"The Companies Act, 1908"

Memorandum and
Articles of Association
of
N.Z. Honey Limited



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“The Companies Act, 1908.”

Limited by Shares.

**MEMORANDUM OF ASSOCIATION
of
N.Z. HONEY LIMITED.**

- I. The name of the Company is “N.Z. Honey Limited.”
- II. The objects for which the Company is established are as follows:—
 - (1) To purchase all or any of the assets including registered brands and goodwill of the business lately carried on by The N.Z. Co-op. Honey Producers Association (now in liquidation).
 - (2) To undertake the collection treatment packing marketing sale and distribution of honey supplied to it by its members and others.
 - (3) To act as agents for its members and others in the sale and disposal of honey.
 - (4) To establish acquire and carry on apiaries for the gathering of honey and the production of wax and for the rearing mating and breeding of bees and generally to carry on the business of bee-farming.
 - (5) To buy and sell and generally deal in for cash or on credit or otherwise honey beeswax or bees and all the products or by-products of bees and to manufacture such honey beeswax and products or by-products into such articles of trade or commerce as may be deemed advisable and to buy sell acquire manufacture and deal in boxes hives and accessories or anything necessary or incidental to such purposes.
 - (6) To carry on the business of storekeepers in all its branches and in particular to buy sell manufacture and deal in goods stores consumable articles chattels and effects of all kinds both wholesale and retail and to transact every kind of agency business.
 - (7) To act as importers exporters buyers sellers and dealers in merchandise of every description.

- (8) 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 profitable any of the Company's property or rights.
- (9) To acquire and undertake the whole or any part of the business goodwill assets property rights undertaking or liabilities of any person or company carrying on or having power to carry on any business which this Company is authorised to carry on or possessed of property suitable for the purposes of this Company and to give or accept by way of consideration any cash shares debentures or securities that may be agreed upon.
- (10) To enter into partnership or into any arrangement for sharing profits union of interests co-operation joint adventure reciprocal concession or otherwise with any person or company carrying on or engaged in or about to carry on or engage in any business or transaction which this 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 this Company.
- (11) To sell improve manage develop mortgage lease exchange bail grant licenses in respect of or otherwise deal with or dispose of the Company's undertaking or any part thereof or any property or interest in any property rights concessions or privileges belonging to this Company or over which this Company shall have any right or power of disposal either together or in portions to any firm person company or corporation for such consideration or premium as this Company may think fit, and in particular wholly or partly for cash or wholly or partly for periodical payments of cash secured or unsecured shares wholly or partly paid up or with liability to pay the full nominal value thereof stocks bonds obligations debentures debenture stocks scrip or securities of any person company or corporation and whether of the person company or corporation acquiring the interest so disposed of or otherwise.
- (12) To promote any company or companies for the purpose of acquiring all or any of the property and

liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company.

- (13) To take or otherwise acquire and hold shares or any interest in 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 to directly or indirectly benefit this Company.
- (14) To amalgamate with any other Company having objects or powers whether primary or ancillary altogether or in part similar to those of this Company and to give or accept by way of consideration for such amalgamation any payment of cash or any agreement for periodical payments of cash secured or unsecured shares wholly or partly paid up with liability for the full nominal value thereof stock bonds obligations debentures debenture stock scrip or securities of any person company or corporation and whether of the company or corporation with which such amalgamation is effected or not.
- (15) To acquire or obtain from or make arrangement with any government or authority municipal local or otherwise or any corporation company or person for any authority right privilege concession contract or charter which this Company may think it desirable to obtain or which may seem to this Company conducive to any of the objects of this Company and accept make payments under carry out exercise and comply with any such arrangement authority right privilege concession contract or charter.
- (16) To purchase take on lease or in exchange hire or otherwise acquire any real or personal property and any rights patents or privileges which the Company may think necessary or convenient for the purposes of its business or which may seem to this Company calculated to directly or indirectly benefit this Company.
- (17) 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 by the Company.

- (18) To receive money on deposit at interest or otherwise and to act as agents or brokers also to lend moneys to such persons and on such securities as may seem expedient and in particular to members and others having dealings with the Company and to give guarantees or become security for the payment of moneys or the performance of contracts or obligations by any such persons provided that nothing herein contained shall be deemed to authorise the Company to carry on the business of an Insurance or Banking Company.
- (19) To borrow or raise or secure the payment of money by the issue of or upon bonds debentures bills of exchange promissory notes or other obligations or securities of the Company or by mortgage or charge of the undertaking of the Company or of all or any part of the Company's property (present or future) including its uncalled capital or in such other manner as the Company shall think fit.
- (20) 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.
- (21) To sell improve manage develop exchange bail lease mortgage dispose of turn to account or otherwise deal with all or any part of the property and rights of the Company.
- (22) To procure the Company to be registered or recognised in any part of the British Empire or in any foreign country or place.
- (23) To divide any property of the Company or any cash or any shares stock bonds obligations debentures debenture stock scrip and securities the property of this Company or of which the Company may have the power of disposing whether or not the same be the proceeds of any sale lease exchange bailment license or otherwise belonging to the Company among the members in specie or kind according to their respective rights.
- (24) To pay all or any of the expenses incurred in and in connection with the promotion formation incorporation and establishment of this Company or to contract with any person firm or company to pay

the same and to remunerate any brokers or other persons or companies for underwriting placing selling or guaranteeing the subscription of any shares debentures or securities of this Company or of any company promoted by this Company.

- (25) To apply for promote and obtain any provisional order or Act of Parliament leave license or other authority to enable the Company to carry out any or all of its objects or for the purpose of obtaining for the Company any additional powers or for any other purpose which may appear to the Company expedient in the interests of the Company and to oppose any Bills proceedings or applications which may seem to the Company likely to prejudice the Company's interests directly or indirectly.
- (26) To assist bee-farmers in such manner as the Company may think fit and to offer facilities to bee-farmers for the shipment of their produce to the various markets of the world and to appoint agents in different localities for the furtherance of this object and any other object of the Company.
- (27) To construct maintain or alter any buildings machinery engines plant and works that may be deemed by the Company necessary convenient or fit for the purpose of the Company or calculated directly or indirectly to advance the interests of the Company or the members thereof.
- (28) To do all or any of the above things (in any part of the world) and as principals agents contractors trustees or otherwise and by or through trustees agents or otherwise and either alone or in conjunction with others.
- (29) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them.

III. The liability of the members is "Limited."

IV. The capital of the Company is Twelve thousand pounds (£12,000) divided into Twelve thousand (12,000) shares of One pound (£1) each.

We the several persons whose names and addresses are subscribed hereto 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.

Witness to Signature.	Signatures of Subscribers.	Addresses and Descriptions of Subscribers.	Number of Shares.
H. F. Falconer, Clerk, Otorohanga.	Wallace Nelson,	Honey Producer, Otorohanga.	50
J. C. Barclay, Merchant, Okaiawa.	Henry Reginald Penny,	Apiarist, Okaiawa.	70
D. S. Robinson, Apiary Instructor, Palmerston North.	John Archibald Smith, •	Merchant, Palmerston North.	5
A. C. Palmer, Auctioneer, Temuka.	Leonard Frederick Robins,	Apiarist, Temuka.	50
Robert Moen, Company Manager, Dunedin.	Alfred Bartlett Callick,	Merchant, Dunedin.	5
R. J. Barnes, Accountant, Auckland.	Colin Dudley Cooper,	Merchant, Auckland.	5
A. J. Woodford, Storeman, 54 Haslett Street, Auckland.	John Rentoul,	Company Manager, Auckland.	25

Dated this 21st day of October One thousand nine hundred and thirty-two.

“The Companies Act, 1908.”

**ARTICLES OF ASSOCIATION
of
N.Z. HONEY LIMITED.**

1. All the Articles in Table “A” in the First Schedule to “The Companies Act, 1908” shall, except so far as the same are expressly excluded or modified hereby, be deemed to be incorporated with these Articles and to apply to the Company.

2. Article 14 of such Table “A” shall be modified to read “at such rate as the Directors may from time to time determine” in lieu of the words “at the rate of six pounds per centum per annum.”

3. Article 23 of such Table “A” shall be modified to read “at such rate as the Directors may from time to time determine” in lieu of the words “at six per centum per annum.”

4. Article 56 of Table “A” shall be modified to read so that seven (7) members personally present shall be a quorum for a general meeting for all purposes.

5. Article 65 of such Table “A” shall not apply, but the following shall be substituted:—

On a show of hands every member present shall have one vote, and upon a poll every member present in person or by proxy holding the following shares shall have the following corresponding number of votes:—

Holding from 1 to 5 shares	1 vote
Holding from 6 to 10 shares	2 votes
Holding from 11 to 20 shares	3 votes
Holding from 21 to 40 shares	4 votes
Holding 41 shares or more	5 votes

But in no case and no matter how many shares a member holds shall he be entitled to more than five votes altogether.

6. The qualification of a Director shall be the holding of at least five shares in the Company.

7. Article 79 of such Table “A” shall be altered and modified as follows:—

Clause (c) shall read as follows:—

If he absent himself from three consecutive meetings of the Directors without special leave of absence from the Directors.

To Clause (e) shall be added the following proviso:—

No Director shall be disqualified from his office by contracting or being concerned in any contract or the profits from any contract with the Company either as vendor purchaser agent 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 voided nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relation thereby established but it is declared that

the nature of his interest must be disclosed by him at the meeting of the Directors at which the contract or arrangement is determined on if his interest then exists, or in any other case at the first meeting of the Directors after the acquisition of his interest, and that 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 does so vote his vote shall not be counted.

The following clause shall be added to such Article 79, namely:—

(g) If he ceases to hold the required number of shares, qualifying him for office.

8. The Directors may from time to time appoint one of their body to be Chairman of Directors of the Company either for a fixed term or without any limitation as to the period for which he is to hold such office and may from time to time remove or dismiss him from office and appoint another in his place and the remuneration of a Chairman shall be such as the Company may in general meeting from time to time determine. No Director shall be disqualified to act as such by reason of his being a Managing Director, agent, trustee, superintendent, inspector or any other officer of the Company, or by having any interest in any particular business or transaction either by way of commission salary share of profits or otherwise interested in the operations or business thereof.

9. In addition to and not in substitution for the powers conferred upon the Directors by Article 100 (j) of Table "A" the Directors may from time to time establish and at their discretion discontinue branches agencies or bottling depots on behalf of the Company at any places in each of the said districts as the Directors think fit, and may make such regulations for the management of such branches agencies or bottling depots on behalf of the Company as the Directors think fit and may appoint a committee of shareholders not exceeding three in number or any agents for the management of such branches agencies or bottling depots and for the transaction of the business of the Company upon such terms and with such powers and authorities as the Directors think expedient, and may alter vary or revoke from time to time any such appointment powers or authorities.

10. (a) Every member (whether present or future) of the Company who is or shall become a honey producer shall within Three calendar months of his becoming a member apply for and take up at least One share of One pound (£1 each in the capital of the Company for each Four hundredweight (or major fractional part of four hundredweight) of the average yearly tonnage (based upon the production for the Three years immediately preceding the date of such member's application for membership or such lesser period as such member may have been a honey producer) of the total honey produced from all apiaries owned or controlled by such member.

(b) Every such member shall within Three calendar months after the close of each financial year of the Company apply for and take up such further shares in the Company as together with the then existing shares of such member shall be sufficient to equal one share for each Four hundredweight (or major fractional part of Four hundredweight) of the average yearly tonnage (based upon the production for the then Three immediately preceding years or such lesser period as such member may have been a honey producer) of the total honey produced from all apiaries owned or controlled by such member, provided however that no such member shall be required

or liable to take up such further shares hereunder in respect of any such financial year during which (not being under contract so to do) he has not supplied or sold any honey to or through the agency of the Company.

- (c) For the purpose of establishing his obligations under this Article each such member shall from time to time upon demand forward to the Company at its registered office a written statement (verified by statutory declaration if so required) correctly stating the total production of honey for any particular period by such member within the meaning of this Article. Should such member fail to so forward any such statement (verified as aforesaid) within a reasonable time then (but without prejudice to his liability to strictly conform to the foregoing provisions of this Article) he shall by reason of such default be liable to immediately apply for and take up an additional number of shares equal to one share for each ten shares (or fraction of ten shares) of his then total holding of shares in the Company.
- (d) Should any such member fail to apply for and take up any shares which he is liable to apply for and take up under the provisions of this Article, the Directors may from time to time if in their absolute discretion they shall think fit, allot to such member such additional shares as he may be liable to take up and the Chairman of Directors for the time being of the Company may and is hereby authorised to sign an application for such shares in the name and on behalf of such member.

11. The Directors in addition to any other powers in this respect vested in them may set aside out of the profits of the Company such sum as they think proper as a reserve fund to meet contingencies or for repairing and maintaining the works or for any other purpose and in furtherance of the objects thereof and the Directors may invest the sum so set apart as a reserve fund upon such securities as they may think fit.

12. Each member or intending member of the Company who is or may become a honey producer (hereinafter called "the producer") may if he so elects adopt the following agency agreement and thereby contract with the Company as follows:—

The producer shall sell through the agency of the Company and hereby irrevocably appoints the Company (and the Company agrees to act) as his sole and exclusive agent to sell one half of the monthly production of all honey produced during the currency of his agency from all apiaries in New Zealand from time to time owned or controlled by the producer upon the terms and conditions following that is to say:—

- (1) The term of the producer's agency shall commence immediately upon his adoption hereof (if then a honey producer) but if such member is not then a honey producer then such agency shall commence contemporaneously with such member becoming a honey producer and the term of such agency shall (subject to the provisions hereof) continue until the 31st day of March One thousand nine hundred and thirty-six and thereafter until either party shall have given to the other Three calendar months written notice terminating the agency and it is agreed and declared that such notice of termination shall only be capable of being validly given during the month of December and at no other time during any year.

- (2) The Company shall have full and uncontrolled power and authority from time to time to fix and determine and to vary the ruling price or prices and terms and conditions of sale of all honey supplied and to fix different prices for different grades and also for bulk honey or honey sold by auction.
- (3) In fixing the aforesaid prices the Directors shall determine the same with a view to returning to the producer no more than a fair and reasonable rate of profit.
- (4) Subject to the provisions hereof the Company undertakes (a) as far as possible that the price and terms of sale of the producers' honey shall be uniform with all other sales of the same grade of honey made by it at the time of sale hereunder and (b) to use its best endeavours at all times to market and sell the said honey to the best profit and advantage.
- (5) The Company is hereby authorised and empowered to pool all or any honey (or the proceeds thereof) received or sold by it hereunder with all or any other honey (or the proceeds thereof) received or sold on its own behalf or on behalf of any other producer and to make joint sales thereof or of any part thereof.
Nothing hereinbefore contained shall be deemed to prevent the Company from packing any special brand of pooled honey and disposing thereof at a special price below the Company's then ruling prices for the same grade.
- (6) The producer warrants and undertakes that all honey supplied by him shall comply in all respects with the provisions of "The Sale of Food and Drugs Act 1908" and its amendments and shall conform to the standard of the Government export regulations and any honey not conforming strictly to this warranty may be rejected by the Company.
- (7) Subject to the Government regulations (if any) for the time being in force in respect of the grading of honey, the Directors may from time to time establish one or more grades of honey and prescribe the standards of each such grade. The producer shall on or before the 28th day of February in each year forward to the Company a written statement of his estimated total crop for that season. All such honey on receipt by the Company shall be graded by it and the certificate of the Company's secretary or other appropriate officer as to the correct grading of all or any honey shall be accepted by the producer as final and conclusive. The producer will regularly and promptly consign the honey as and when produced to the Company or as it shall direct and shall pay all transport charges and expenses in connection therewith.
- (8) The Company shall have and is hereby granted full and irrevocable power and authority to collect and receive on behalf of the producer the purchase price for the said honey and for the purpose of paying the expenses and commission due to it and providing for the progress payments and advances made or to be made by it to the producer under this contract, the Company may and is hereby granted full and irrevocable power and authority (in its own name or otherwise) from time to time to borrow upon the security of and/or to pledge mortgage charge assign transfer or give other security over all or any of the said honey or purchase moneys and no purchaser mortgagee or creditor of the Company or other person firm or corporation whatsoever shall

be called upon or concerned to enquire into any demand made security given or action by the Company under the provisions hereof but shall be and is hereby authorised to treat with and regard the Company as though it were for all purposes the absolute owner of such honey and of the proceeds of the sale thereof.

- (9) The Company may advance to the producer from time to time against the moneys payable to the producer for the sale of honey such amounts as the Directors may from time to time determine and all such advances shall bear interest from the date of advances until repaid at current overdraft rates as charged by the Company's own bankers.
- (10) The Company shall not be called upon or required to account to the producer for the proceeds of the sale of his honey until the end of the Company's then financial year, but the Directors may make such periodic progress payments as they may deem fit to the producer on account of such proceeds (and any such progress payments may be credited against advances previously made to the producer under the preceding paragraph (9) hereof.
- (11) At the end of each financial year of the Company an account shall be made up showing the total sales receipts and expenditure of the Company (other than capital) for the year in respect of all the Company's business including therein reasonable allowance for depreciation and bad debts and including also expenses incurred in connection with this and other agencies, but excluding moneys received on behalf of or advances or progress payments made to its suppliers. The amount of the loss (if any) shown by such accounts (or such due proportion thereof as the Auditor for the time being of the Company shall certify as being fairly and properly chargeable to the operation of the Company under this and similar agency agreements) together with such additional sum if any not being more than $2\frac{1}{2}$ per centum on the total gross sales for the year under this and similar agency agreements as the Auditor for the time being of the Company shall certify as reasonable and necessary for contingencies or for establishing or augmenting any reserve funds of the Company shall (subject as hereinafter provided) be deemed to be the Company's total commission for the year from all producers in respect of sales made under this agreement or any agreement in similar terms hereto and the producer shall pay to the Company (and the Company may deduct from any purchase or other moneys due to the producer) the commission due by him to the Company for the honey sold on his behalf during that year the amount of such commission for such year to be his proportionate part of the whole commission in the ratio which the price of the honey so sold on behalf of the producer bears to the total price of all honey so sold on behalf of all such producers under agreements in similar terms hereto. Provided however that in no case shall such commission be less than one per centum nor more than ten per centum on the total gross sales hereunder. The Company may from time to time deduct from moneys received by it hereunder such reasonable amounts as the Directors may determine on account and in anticipation of commission payable to it hereunder.

- (12) Should the Company pay the producer (either in advances or progress payments) more in any one year than he is found to be entitled to receive then the producer will refund such amount to the Company on demand.
- (13) The Company guarantees due and prompt payment by any purchaser to whom it sells under the terms of this agency.
- (14) The Directors shall have full power and authority from time to time to agree with any producer to determine or vary his agency in whole or in part upon such terms and conditions as the Directors in their absolute discretion may deem fit.
- (15) The Directors may from time to time appoint or employ sub-agents (including any Director or any producer) to effect sales of honey affected by this agency.
- (16) All or any honey affected hereby may be packed and marketed by the Company at its discretion under its own brands but nothing herein contained shall be deemed or implied to give to the producer any estate or interest in any of the Company's brands which brands (and the goodwill thereof) shall be and remain the absolute property of the Company.
- (17) The Company shall be at liberty at all reasonable times to inspect and take copies or extracts from all books and records of the producer appropriate to the subject matter of this agreement.
- (18) The Company is hereby authorised and empowered from time to time to deduct from all moneys received by it under the terms hereof and to apply towards payment of the amount from time to time owing upon all or any shares of the producer in the Company the following sums that is to say:—
 - (a) A sum not exceeding one-tenth of the nett sale price of his total crop of honey for the Twelve months following the date of his becoming a member.
 - (b) A further sum not exceeding one-tenth of a penny per pound on his said total crop of honey for such period as aforesaid.
 - (c) Further sums not exceeding one-tenth of a penny per pound on the total crop for each subsequent year until such shares are fully paid for.
 - (d) For the purpose of this clause the Company shall be entitled to forward to the producer a statement of his estimated total crop and nett sale price therefor as disclosed from or indicated by the records and information in the possession of the Company and such estimate shall be accepted as final and correct unless the producer shall within one calendar month therefrom produce to the Company satisfactory evidence of any error therein. The nett sale price shall not in any event be deemed to be less than ninety per centum of the gross price for the purpose of this clause.
- (19) The Company may (in addition to its other remedies) by notice in writing cancel and determine its agency at any time if the producer shall fail to duly take up and pay for the shares which he is liable to take up and pay for under the provisions of the Articles or shall make breach in respect of his obligations under this contract or shall cease to be a member of the Company.

- (20) If any dispute shall arise between the Company and the producer as to the construction or performance of this agreement or touching the rights duties and liabilities of the Company or the producer hereunder such difference or dispute shall be referred to arbitration under the provisions of The Arbitration Act 1908 but so that the reference shall be to two arbitrators one to be appointed by each party in difference.
- (21) In the event of the producer either personally or by representative or agent committing any breach of this agreement or wilfully failing to comply with any of the provisions thereof he shall pay for each breach or non-compliance by way of liquidated damages such sum not being less than Five pounds (£5) and not more than One hundred pounds (£100) or in case of a continued breach or non-compliance such sum not being less than Five pounds (£5) or more than Ten pounds (£10) for every day or part of a day during which such breach or non-compliance shall continue as may be determined by the Company subject to the right of appeal to arbitration in manner hereinbefore provided to decide whether any breach of this agreement has been committed and if so what amount of damages if any the producer should pay and the decision of the Company or the arbitrators as the case may be shall be absolutely final and conclusive and all sums of money accrued or accruing payable hereunder may be deducted from any moneys for the time being owing or accruing by the Company to the producer and in default of payment may be sued for and recovered partly by one and partly by another of these means. The remedy provided by this section shall be in addition to any other right or remedy possessed by the Company.

13. A General Manager may be appointed by the Directors on such terms and conditions as to special remuneration and to tenure of office as he and the Directors may agree on. Such general Manager when appointed shall attend all meetings of the Board of Directors unless otherwise determined by the Board.

SPECIAL RESOLUTIONS.

14. A meeting to confirm a special resolution may be called contingently on the resolution having been passed at a previous meeting and both meetings may be convened by one notice.

15. Article 116 of Table "A" shall be modified so as to read as follows:—

"116. At the ordinary General Meeting each year the Directors shall lay before the Company a statement of the Income and Expenditure and a Balance Sheet (in the form annexed to this table or as near thereto as circumstances will admit) containing a summary of the property and liabilities of the Company made up from the time when the last preceding statement and Balance Sheet were made."

Witness to Signature.	Signatures of Subscribers.	Addresses and Descriptions of Subscribers.
H. F. Falconer, Clerk, Otorohanga.	Wallace Nelson,	Honey Producer, Otorohanga.
J. C. Barclay, Merchant, Okaiawa.	Henry Reginald Penny,	Apiarist, Okaiawa.
D. S. Robinson, Apiary Instructor, Palmerston North.	John Archibald Smith,	Merchant, Palmerston North.
A. C. Palmer, Auctioneer, Temuka.	Leonard Frederick Robins,	Apiarist, Temuka.
Robert Moen, Company Manager, Dunedin.	Alfred Bartlett Callick,	Merchant, Dunedin.
R. J. Barnes, Accountant, Auckland.	Colin Dudley Cooper,	Merchant, Auckland.
A. J. Woodford, Storeman, 54 Haslett Street, Auckland.	John Rentoul,	Company Manager, Auckland.

DATED this 21st day of October. One thousand nine hundred and thirty-two.