



Baron David Ward AFFIDAVIT - EXHIBIT D The Companies Act 2006 44 Execution of documents 2



House of Ward
145 Slater Street
Warrington
[WA4 1DW]
26th Day of January 2015

Exhibit (D)

The Companies Act 2006

“44 Execution of documents.

26th Day of January 2015





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The Companies Act 2006

"44 Execution of documents.

(1) Under the law of England and Wales or Northern Ireland a document is executed by a company—(a) by the affixing of its common seal, or (b) by signature in accordance with the following provisions. (2) A document is validly executed by a company if it is signed on behalf of the company— (a) by two authorised signatories, or (b) by a director of the company in the presence of a witness who attests the signature. (4) A document signed in accordance with subsection (2) and expressed in whatever words, to be executed by the company, has the same effect as if executed under the common seal of the company."

The legal effect of the statute is that documents and deeds must be signed on behalf of the company by a director in the presence of a witness, or by two authorised signatories. Without adherence to these provisions no mortgage contracts can be considered duly executed by a company and their terms are therefore legally unenforceable, as was clearly implied when the Court of Appeal endorsed the view of Lewison J in the case of Williams v Redcard Ltd [2011]:

"For a document to be executed by a company, it must either bear the company's seal, or it must comply with s.44 (4) in order to take effect as if it had been executed under seal. Subsection (4) requires that the document must not only be made on behalf of the company by complying with one of the two alternative requirements for signature in s.44 (2): it must also be "expressed, in whatever words, to be executed by the company. That means that the document must purport to have been signed by persons held out as authorised signatories and held out to be signing on the company's behalf. It must be apparent from the face of the document that the people signing it are doing something more than signing it on the company's behalf. It must be apparent that they are signing it on the company's behalf in such a way that the document is to be treated as having been executed "by" the company for the purposes of subsection (4), and not merely by an agent "for" the company."

In addition to this. A company which is by default of no material substance cannot commit a crime. However. The Directors and the secretary of a company are liable for any fraudulent or criminal activities of that company.

Without ill will or vexation.

For and on behalf of the Principal legal embodiment by the title of MR DAVID WARD.
For and on behalf of the attorney General of the House of Ward
For and on behalf of Baron David of the House of Ward.



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