

(No. 884)

No. of Certificate

45284 *Br. L. 4288*

REGISTERED

30944

17 SEP 1895



George Handel Conservative

Club

COMPANY, LIMITED.

STATEMENT of the Nominal Capital made pursuant to s. 11 of 51 Vict.,

cap. 8, Customs and Inland Revenue Act, 1888. (NOTE.—The Stamp Duty on the

Nominal Capital is Two Shillings 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. A. L. & Co. Ltd.

London W.C.

The NOMINAL CAPITAL of the

Grange Ward

Conservative Club Company, Limited,

is £ 750, divided into 750 shares of £ 1 each.

Signature

Waterhouse & Sons L

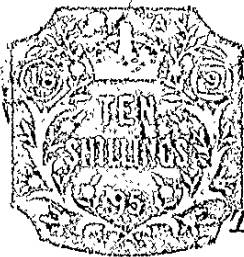
Description

Agents

Date

17 day of Sept 1895

This statement should be signed by an Officer of the Company.



CP 45008
1-19

THE COMPANIES ACTS, 1862. to 1893.

COMPANY LIMITED BY SHARES.

Memorandum of Association

OF THE

GRANGE WARD CONSERVATIVE CLUB COMPANY, LIMITED.

REGISTERED
30945
17 SEP 1895

1.—The name of the Company is "THE GRANGE WARD CONSERVATIVE CLUB COMPANY, LIMITED."

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

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

- (a) The acquisition by purchase, lease or otherwise, and the maintaining of suitable club premises, furniture, plant, and other accessories; to promote the Conservative cause, and to provide means of social intercourse between persons professing Conservative principles.
- (b) To adopt and carry into effect an agreement dated the 2nd day of September, 1895, between JAMES MORRIS and WILLIAM LANGLEY MORRIS of the one part, and WILLIAM COTTON CORNWALL of the other part, on behalf of this Company.
- (c) To construct, maintain, and alter any buildings or works necessary or convenient for the purposes of the Company.
- (d) The purchasing of land for and the constructing, building, maintaining and altering, improving, taking down, rebuilding or reconstructing all or any part of the buildings, erections or rooms necessary or convenient for the purposes of the Company.
- (e) The making, accepting, endorsing, and executing of promissory notes, bills of exchange, and other negotiable instruments.
- (f) The investing of the moneys of the Company not immediately required upon such securities as may from time to time be determined, or in the purchase of the shares of the Company.
- (g) The making and effecting any arrangement for amalgamation or union of interests in any way, either in whole or in part, with any other political, social or private club, or other persons or companies, or the purchasing and acquiring of any undertaking of a like nature.

(h) The borrowing or raising of money on deposit or by the issue of debentures, bonds, mortgage debentures, bills of exchange, promissory notes, or other obligations or securities, or by the mortgage or charge of all or any part of the property and effects of the Company or of its unpaid capital, and in such other manner as the Company shall think fit, and the allowing and paying interest thereon, and to raise money and to increase the capital by the issue of ordinary, preference, guaranteed, or deferred shares of such amount and upon such terms and conditions as the Company shall think fit, and to employ any money so borrowed or raised in and for the business of the Company.

(i) To sell, improve, manage, develop, lease, let out for dancing or for meetings of any kind, dispose of or otherwise deal with all or any part of the property of the Company.

(j) The doing of all such other things as are incidental or conducive to the attainment of the above objects.

4.—The liability of the members is limited.

5.—The Capital of the Company is £750, divided into 750 shares of £1 each, with power to increase or reduce the capital, and to issue deferred, preference, or guaranteed or any other kinds of shares as part of the capital, and of such amounts and on such conditions either as regards payment of the dividends, voting, or repayment of capital or otherwise as may from time to time be determined, and to issue all or any part of the shares as fully or partly paid-up.

We, 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>Wm. Baird</i> Oakhurst, Cloughton, Birkenhead. Shipbuilder	One
<i>Wm. Lees</i> 61 Hamilton Square. and Cecil Street, Manor Pool, Birkenhead. Member of Parliament. Birkenhead. Edmund Taylor Birkenhead. Birkenhead. Merchant & Shipowner	One
<i>Benedict Jones</i> Macclesfield Cavendish Park Birkenhead Birkenhead	One
<i>William Jolley</i> 30 Clifton Road Birkenhead. Plumber.	One
<i>Wm. Lewis</i> 154 Price St. Birkenhead	One
<i>D. J. Webb</i> Wine & Spirit Dealer Adelphi Hotel Liverpool	One
<i>Live Stock Broker</i> TOTAL SHARES TAKEN ...	Seven

Dated the 16th day of September 1895.

Witness to the signature of *Wm. Lees*: *W. D. Thompson*
(both Birkenhead)
Gentleman Birkenhead

Witness to the above Signatures of

John David Edmund Taylor Benedict Jones and William Jolley

Wm. J. Thompson
17 Brandon Street, Birkenhead
Solicitor

Witness to the signatures of *William Lewis* and *D. J. Webb*:

A. H. Wood
Clerk with Mr. Cecil Holden.

115284 Gnd. 115288



COMPANIES ACTS, 1862 to 1890.

COMPANY LIMITED BY SHARES.

Articles of Association

OF THE

30946 GRANGE WARD CONSERVATIVE CLUB COMPANY,
LIMITED.

17 SEP 1895

1.—The Regulations contained in Table A in the first schedule to "The Companies Acts, 1862," shall not apply to this Company, hereinafter sometimes called the Club.

SHARES.

2.—No person shall be a member of, or hold any share in the Company, who is not either a Conservative or a member of a political party in recognised alliance with the Conservative Party.

3.—Subject to the provisions of Article 2, the shares shall be allotted at the discretion of and by the Directors.

4.—The Company may proceed to carry on business and to employ and apply its capital, notwithstanding that the whole of the shares shall not have been subscribed, or applied for, or allotted, and they shall do so as soon as, in the judgment of the Directors at the time, a sufficient number of shares have been subscribed to justify them in so doing.

5.—Every registered member shall, on demand to that effect made to the Secretary of the Company for the time being, be entitled to a certificate under the common seal of the Company, specifying the share or shares held by him, and the amount paid up thereon.

6.—If any such certificate be worn out or lost, it may be renewed on payment of such sum as the Directors may from time to time prescribe, provided such evidence as the Directors require be afforded of the necessity of such renewal, and of the identity of the party applying for the same.

7.—Every applicant for shares shall, on application, pay the sum of five shillings per share, or such other sum per share as shall be fixed by the Directors; and he shall also, on receiving notice of allotment, pay such other sum, if any, as shall be fixed by the Directors.

CALLS ON SHARES.

8.—The Directors may from time to time make calls upon the members in respect of all moneys unpaid on their shares, provided that 14 days' notice at

least be given of such call; and each member shall be liable to pay the amount of calls so made to the persons, and at the times and places appointed by the Directors.

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

10.—If the call payable in respect of any share 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 upon the same at the rate of 5 per centum per annum from the day appointed for the payment thereof to the time of actual payment, and he shall in the option of the Directors, lose all right to interest upon the shares applicable to the time any call is in arrear. The Company may sue any such defaulting member for the amount of call unpaid with interest thereon as aforesaid.

11.—The Directors may, if they think fit, receive from any member willing to advance the same, all or any part of the moneys due upon the share or shares held by him beyond the sums actually called for, and upon the moneys so paid in advance or so much thereof as from time to time shall exceed the amount of the calls then made upon the shares in respect of which such advance has been made, the Company may pay interest at such rate as the member paying such sum in advance and the Directors agree, but not exceeding 5 per centum.

TRANSFER OF SHARES.

12.—No share shall be transferable by any holder to any person until he shall have given or left at the registered place of business of the Company one calendar month's notice, in writing, of his desire to transfer such share.

13.—Any holder desiring to transfer any share or shares shall be bound to transfer the same at the amount paid thereon to any person or persons who shall, within one calendar month after such notice of desire to transfer shall have been left as aforesaid, be named by the Directors, and in the event of the Directors failing within the said period to name a purchaser, the holder of such share or shares may sell the same as he may think fit, but only to a purchaser who is at the time a shareholder and member of the Club or is simultaneously with his obtaining a transfer becoming a member of the Club.

14.—The instrument of transfer of any share in the Company shall be executed both by the transferor and the transferee, and the transferor shall be deemed to remain a holder of such share until the name of the transferee is entered in the register book in respect thereof.

15.—The Company shall keep a book or books, to be called "The Register of Transfers," in which shall be entered the particulars of every transfer of any share, and for making such entry the Company may demand, and take in addition to all stamp duties upon such transfer, such fee as shall be fixed by the Directors.

16.—Shares in the Company shall be transferred in the following form:—

"I, A. P., of _____, in consideration of the sum of £ _____ paid to me by C. D., of _____, do hereby transfer to the said C. D., the share (or shares) numbered _____ standing in my name in the books of The Grange Ward Conservative Club Company, Limited, to hold unto the said C. D., his executors, administrators, and assigns, subject to the several conditions on which I hold the same at the time of the execution hereof; and I, the said C. D., do hereby agree to take the said shares (or shares) subject to the same conditions.

As witness our hands this day of _____ 189 ____."

17.—The execution of such transfer shall be attested by one witness at least, who shall also sign the same, and the said transfer shall be presented to and deposited with the Company, accompanied by such evidence as the Directors may require to prove the title of the transferor.

18.—The register of transfers shall be closed during the fourteen days immediately preceding the Ordinary General Meeting in each year or for such other period as the Directors may appoint.

19.—No transfer of any share shall be made to anyone who has not already become a member of the Club, or is simultaneously with his obtaining any allotment of his share or shares becoming a member of the club.

20.—The Company shall have a first and paramount charge and lien on all shares, and on all interest payable in respect thereof, for all moneys due to and liabilities subsisting with the Company, from or on the part of the registered holder or any of the registered holders thereof, including all calls, the resolutions for which shall have been passed by the Directors, although the times appointed for their payment may not have arrived, and including any liability to the Company for damages in respect of any breach of its regulations, although the amount of such damages shall not have been adjudged or ascertained.

21.—The Directors shall have absolute power and discretion to refuse to recognize any transfer made by a member or members, from or on the part of whom or any of whom, either alone or jointly with any other person, any debt is due to, or liability is existing with the Company, or any transfer made to a person or persons, whom or any of whom the Directors deem not to be a desirable member or members of the Company, for any reason whatever, pecuniary or otherwise, and no member or transferee or proposed transferee shall be entitled to require the Directors to state the reason for such refusal.

22.—The Directors by a resolution passed by two-thirds of the entire Board of Directors, may at any time without any previous notice and without stating any reason, require any holder of a share or shares to transfer the same, and from the date of issue of notice to such effect, such holder or holders or shares shall cease to be entitled to enter the club-house, and he shall transfer every share held by him to some other person or persons, in the manner prescribed by Article 13, the notice from the Directors being read in place of the notice of desire to transfer.

Provided always that any such holder of a share or shares shall have a right to require the Directors to summon an Extraordinary Meeting of the shareholders to consider his case, and if there shall be 24 members present at such meeting eligible to vote (but not otherwise), the Directors' decision may be reversed by a resolution passed by two-thirds of those present and voting. If less than 24 members eligible to vote be present, the meeting shall be adjourned for one week. If at such adjourned meeting there shall not be 24 members eligible to vote, the Directors' decision shall stand.

TRANSMISSION OF SHARES.

23.—No executor or administrator of a deceased member, nor trustee or assignee in bankruptcy, nor legatee, nor execution creditor, nor any person in whom any share belonging to a member would by Act or Operation of Law be vested, shall be entitled to hold any share in the Company, but any and every such person shall, within one calendar month after becoming such executor, administrator, trustee or assignee in bankruptcy, legatee, execution creditor, or other person aforesaid, leave notice in writing at the registered place of business of the Company, of the circumstances under which he claims to be interested in any share or shares, with the numbers thereof, and he shall be bound to transfer the share or shares, which would but for this proviso be vested in him, to any person or persons who shall, within three calendar months after such notice shall have been left, be named by the Directors at the amount paid upon such share or shares.

In case the Directors shall fail to find a purchaser of the share or shares referred to in the immediately preceding clause, within such three calendar months as aforesaid, then such share or shares may be sold in such manner as the person or persons claiming to be interested therein may deem fit, but only to a purchaser who is at the time a shareholder and member of the Club, or is simultaneously with his obtaining a transfer becoming a member of the Club.

FORFEITURE OF SHARES.

24.—If any member fail to pay any call on or before the day appointed for payment thereof, the Directors may at any time thereafter, during such time as the calls remain unpaid, serve a notice on him requiring him to pay such call, together with interest and any expenses that may have accrued by reason of such non-payment.

25.—The notice shall name a further day on or before which such call and all interest and expenses that have accrued by reason of such non-payment are to be paid. It shall also name the place where payment is to be made (the place so named being either the Registered Office of the Company, 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 was made will be liable to be forfeited without further notice.

26.—If the requisitions of any such notice as aforesaid be not complied with, any share in respect of which such notice has been given, may at any time

thereafter, before payment of all calls, interest and expenses due in respect thereof has been made, be forfeited by a Resolution of the Directors to that effect.

27.—Any share so forfeited shall be deemed to be the property of the Company, and may be re-allotted, and otherwise disposed of as the Directors think fit.

28.—The Directors may, at any time within six calendar months after any forfeiture shall have been declared, receive the call or calls, interest, and expenses (if any) in respect whereof such forfeiture shall have accrued, together with such further sum of money, by way of redemption money, for the fault as they shall think fit, not being less than 5 per centum on the amount of the sum wherein default in payment has been made, and thereupon remit such forfeiture, and may restore the forfeited shares to the holder thereof as if no such forfeiture had accrued, but no share *bona fide* allotted or otherwise disposed of under the immediately preceding article shall be redeemable after such allotment or disposal.

29.—Any members whose shares have been forfeited shall, notwithstanding, be liable to pay to the Company all calls owing upon such shares at the time of forfeiture.

30.—A certificate in writing under the hand of one of the Directors, or of the Manager or Secretary, that the call in respect of the share was made and notice thereof given, and that default in payment of the call was made, and that the forfeiture of the share was made by a resolution of the Directors to that effect, shall be sufficient evidence of the facts therein stated as against all persons entitled to such share and such declaration, and the receipt of the Company for the payment in respect of such share in terms hereof shall constitute a good title to such share, and a certificate of proprietorship shall be delivered to the member acquiring such share, and thereupon he shall be deemed the holder of such share, discharged from all calls due prior to acquiring the same.

INCREASE OF CAPITAL.

31.—The Directors may, with the sanction of a Special Resolution of the Company previously given in General Meeting, increase its capital by the issue of new shares, such aggregate increase to be of such amount and to be divided into shares of such respective amounts as the Company in General Meeting directs, or if no directions are given, as the Directors think expedient, and may by consolidation or subdivision divide the capital or any part into shares of larger or smaller nominal amount.

32.—Subject to any direction to the contrary that may be given by the meeting that sanctions the increase of capital, all new shares shall be offered to the members in proportion to the existing shares held by them, and such offer shall be made by notice specifying the number of shares to which each member is entitled, and limiting a time within which the offer, if not accepted, will be deemed to be declined; and after the expiration of such time, or on receipt of an intimation from the member to whom such notice is given that he declines to accept the shares offered, the Directors may dispose of the same amongst the

members for the time being, or such persons as may become members, in such manner as they think most beneficial to the Company.

33.—Any capital raised by the creation of new shares shall 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 on non-payment of calls, or otherwise, as if it had been part of the original capital.

REDUCTION OF CAPITAL.

34.—The Directors may, with the sanction of a special resolution of the Company previously given in General Meeting, reduce its capital.

GENERAL MEETINGS.

35.—The first General Meeting of the Company shall be held at such time, not being more than four months after the registration of the Company, and at such place as the Directors may determine.

36.—Subsequent General Meetings shall be held at such time and place as may be prescribed by the Company in General Meeting, and if no other time and place is prescribed, a General Meeting shall be held in the month of April every year, at such place as may be determined by the Directors.

37.—The above-mentioned General Meetings shall be called Ordinary Meetings; all other General Meetings shall be called Extraordinary Meetings.

38.—The Directors may, whenever they think fit, and they shall upon a requisition made in writing by not less than fifty members of the Company, convene an Extraordinary General Meeting.

39.—Any requisitions made by members shall be in writing, signed by them, and shall express the object of the meeting proposed to be called, and shall be left at the registered office of the Company.

40.—Upon the receipt of such requisition, the Directors shall forthwith proceed to convene an Extraordinary Meeting. If they do not proceed to convene the same within twenty-one days from the date of the requisition, the requisitionists may themselves convene an Extraordinary Meeting.

PROCEEDINGS AT GENERAL MEETINGS.

41.—Seven days' notice at the least, specifying the place, the day, and the hour of the Meeting, and in the case of special business, the general nature of such business shall be given to each member in manner hereinafter mentioned, or in such other manner as may be prescribed by the Company in General Meeting; but the non-receipt of such notice by any member shall not invalidate the proceedings at any General Meeting, or entitle such member to object to the proceedings thereof.

42.—The business to be transacted at an Ordinary General Meeting shall be to receive and consider the reports and accounts to be presented by the Directors and Auditors as hereinafter mentioned, and to pass resolutions confirming or otherwise dealing with such reports, to pass resolutions regarding the conduct of the business of the Company, to confirm or otherwise dispose of any acts of the Directors which may require confirmation, to authorize money to be borrowed, and to fill up any office which may be vacant or become vacant at any such meeting and may require to be filled up, and generally to enquire into and discuss the state and prospects of the Company; but no business of a special or any description other than as aforesaid shall be transacted at any such meeting unless special notice of such business shall have been given in the circular letter convening such meeting, in which case the meeting shall, for the purpose of such business, be deemed to be an Extraordinary General Meeting, and shall require special notice accordingly.

43.—No business shall be entered upon by an Extraordinary General Meeting, except such as shall be set forth in the notice convening the same.

44.—No business shall be transacted at any meeting unless a quorum of members is present, in person or by proxy, at the time when the meeting proceeds to business. Ten shall be a quorum.

45.—If within a quarter of an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon a requisition of members, shall be dissolved. In any other case it shall stand adjourned to the same day in next week, at the same hour and place; and if at such adjourned meeting a quorum is not present, those members who are present shall be a quorum, and may transact the business for which the meeting was called.

46.—The Chairman (if any) of the Board of Directors shall preside as Chairman at every meeting of the Company.

47.—If there be no such Chairman, or if, at any meeting he is not present within ten minutes after the time appointed for holding the meeting, the members present shall choose one of the Directors present, or, if no Director be present, some other shareholder to be Chairman.

48.—The Chairman may, with the consent of the meeting, adjourn any 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.

49.—At any General Meeting, unless a poll be demanded by at least ten members personally present, a declaration by the Chairman that a resolution has been carried, and an entry to that effect in the Book of Proceedings of the Company, shall be sufficient evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

50.—If a poll be demanded by ten or more members, it shall be taken in such manner and at such time and place as the Chairman directs, and the result of such poll shall be deemed to be the resolution of the Company in General Meeting.

In the case of an equality of votes at any General Meeting or at any poll, the Chairman shall be entitled to a second or casting vote. No poll shall be demanded on the question of the appointment of a Chairman, or on a question of adjournment.

51.—The resolutions and proceedings at Ordinary and Extraordinary Meetings shall be entered in the Minute Book of the Club, and the entry thereof in the said book, authenticated by the signature of the Chairman of the meeting, shall be sufficient evidence of any resolution having been carried; and all resolutions and decisions of such a meeting shall be valid and binding on the Company, provided the meeting has been duly called and constituted.

52.—Every member who is duly registered shall on a poll being demanded be entitled to one vote for each share held by him, provided he be not disqualified under any of the preceding articles, or under any of the articles next following.

53.—No member shall be allowed at, or otherwise interfere with, or take part in, the business of any meeting to whom a notice to transfer has been issued under Article 22, or whose share or shares is or are liable to forfeiture, or is or are forfeited, under Articles 24 to 26; or unless all moneys due from him to the Company have been paid.

54.—Votes may be given either personally or by proxy.

55.—The instrument appointing a proxy shall be in writing, under the hand of the appointor, and shall be attested by one or more witness or witnesses. No person shall be appointed a proxy who is not a member of the Company.

56.—The instrument appointing a proxy shall be deposited at the Registered Office of the Company, not less than forty-eight hours before the time for holding the meeting at which the person named in such instrument proposes to vote, but no instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution.

57.—Any instrument appointing a proxy shall be in the following form:

THE GRANGE WARD CONSERVATIVE CLUB COMPANY, LIMITED.

I, _____ of _____ being a member
in the County of _____ of the Grange Ward Conservative Club Company, Limited, and entitled
to _____ votes, hereby appoint
of _____ as my proxy, to vote for me
and on my behalf, at the [Ordinary or Extraordinary, as the case may
be] General Meeting of the Company, to be held on the
day of _____ and at any adjournment thereof.
As witness my hand this _____ day of _____ 189
Signed by the said _____
in the presence of _____

DIRECTORS.

58.—The Directors shall not be less than five nor more than nine in number. The first Directors shall be WILLIAM GRESLEY, WILLIAM COTTON CORNWALL, WILLIAM LEWIS, GEORGE EDWARDS and JAMES MORRIS, and they shall be competent to act as Directors from the incorporation of the Company until the Ordinary Meeting in 1896.

59.—The qualification of a Director from and after the first General Meeting shall be the holding, in his own right alone, and not jointly with any other person, ten shares of £1 each, and this qualification shall, subject to the preceding article, be required as well as of the first Directors as of all future Directors.

DISQUALIFICATION OF DIRECTORS.

60.—The office of Director shall be vacated—

- (a) If he hold any other office or place of profit under the Company, or derive, otherwise than as a shareholder in the Company, any profit out of any transaction by or on behalf of the Club.
- (b) If he become bankrupt or insolvent, or in any way compound or arrange with his creditors, or be of unsound mind.
- (c) If he cease to hold his qualification shares, or do not acquire the same within one calendar month after election or appointment.
- (d) If he be requested in writing by all his co-Directors to resign.

ROTATION OF DIRECTORS.

61.—At the Ordinary Meeting in 1896, and at the Ordinary Meeting in every subsequent year, one-third of the Directors for the time being, or if their number is not a multiple of three, then the number nearest to one-third shall retire from office.

62.—The one-third or nearest number to retire at Ordinary Meeting of the Company, to be held in the years 1897 and 1898, shall, unless the Directors agree among themselves, be determined by ballot; in every subsequent year the one-third or other nearest number who have been longest in office shall retire.

63.—A retiring Director shall be eligible for re-election.

POWERS AND PROCEEDINGS OF DIRECTORS.

64.—The Directors shall have power at any time prior to the first meeting of the Company to supply any vacancies in their number arising from death, resignation, disqualification or otherwise.

65.—The Company shall, at the Ordinary Meeting at which any Directors retire in manner aforesaid, fill up the vacant offices by electing a like number of Directors duly qualified.

66.—Any casual vacancy occurring in the number of Directors subsequent to the first Ordinary Meeting may be filled up by the Directors, subject to the approval of the next Ordinary Meeting, but any person so chosen shall retain his office so long only as the vacating Director would have retained the same if no vacancy had occurred.

67.—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.

68.—The Company in General Meeting may, by special 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 appointed shall hold office during such time only as the Director in whose place he is appointed would have held the same if he had not been removed.

69.—A Director may at any time give notice of his wish to resign by delivering such notice to the Secretary, or leaving it at the registered office of the Company, or by tendering his written resignation at a meeting of Directors, and on acceptance of his resignation by the remaining Directors of the Company, but not sooner, his office shall become vacant.

70.—The Directors are empowered to commence the business of the Company as soon after the registration of the Company as they shall see fit, notwithstanding that the capital of the Company may not have been subscribed for or taken up.

71.—The whole affairs and business of the Company shall be managed and transacted by the Directors, who shall pay out of the funds of the Company all expenses, preliminary and otherwise, incurred in getting up and registering the Company, and carrying into effect the objects thereof, and may exercise all such powers of the Company as are not by the above-mentioned Acts or by these Articles required to be exercised by the Company in General Meeting, subject nevertheless to the regulation of these Articles, or any other that may be adopted by the Company, as hereinafter provided, and to the provisions of the said Acts. But no new regulations made by the Company in General Meeting shall invalidate any prior act of the Directors which would have been valid if such regulations had not been made.

72.—The Directors may from time to time borrow at their discretion from the Directors, members, or other persons, any sum or sums of money, for the purposes of the Company, and may raise or secure the repayment of such moneys in such manner and upon such terms and conditions in all respects as they think fit, and in particular by the issue of debentures or bonds of the Company, or by making, drawing, accepting, or endorsing on behalf of the Company promissory notes or bills of exchange, or giving or issuing any other security of the Company, or by a mortgage or charge of all or any part of the property of the Company or of its uncalled capital for the time being.

73.—Every receipt for purchase or mortgage or other moneys signed by two of the Directors, and countersigned by the Secretary, shall be an effectual

discharge for the moneys therein expressed to be received, and shall exonerate every person, company or corporation paying the same from seeing to the application thereof, or being answerable for the loss, mis-application, or non-application thereof.

74.—The Directors may from time to time invest any sums of money not immediately required for the purposes of the Company, on Government securities, or any other stocks, funds, or securities authorised by law for trust funds, or upon such other security as the Company, by a resolution passed at an Extraordinary General Meeting, may prescribe. The Directors shall have power from time to time to realise and vary such investments.

75.—The Directors may from time to time make such rules, not being inconsistent with these articles, as they shall deem fit for the general management of the Club, and for the admission and expulsion of members, and for the temporary admission of honorary members, and for the admission to the Club of members of other Clubs under mutual or reciprocal agreements with this Club, and shall from time to time fix the amount of subscription to be paid annually by every member, but such amount shall not, without the sanction of a General Meeting previously held, exceed two pounds, such rules shall be submitted for confirmation or otherwise to the first Ordinary Meeting, and thereafter no other rule or alteration of a rule, excepting such as shall have been confirmed as aforesaid, shall have force until sanctioned by a General Meeting. Nevertheless the Directors may from time to time make such bye-laws as they may deem fit, provided that they be not inconsistent with these articles, or with any rule confirmed by a General Meeting. The Directors shall have power to regulate the tariff for provisions, wines, spirits, beers, and other matters, and to provide a Secretary, upon such terms in all respects as they think fit, and to hire and discharge all clerks, servants, and other persons that may be employed about the said Club, and to do all other acts that they may deem essential for the due and proper government and regulation of the Club. The Directors shall have power from time to time to make such rules for the admission of life-members on payment of a single subscription, or on such other conditions as they may think proper.

76.—The Directors, Trustees, and other Officers of the Company, and their respective heirs, executors, and administrators, shall be indemnified and saved harmless out of the funds of the Company, from and against all costs, charges, damages, and expenses which they may respectively incur or sustain in or about the execution of their respective offices, or in or about the making of any contracts or agreements, which they shall, *bona fide*, make on behalf of the Club or in furtherance of the objects thereof.

77.—No Director, Trustee, Auditor, Manager, Secretary, or other Officer, or the heirs, executors, or representatives of such, respectively, shall be liable for any other Director, Trustee, Auditor, Manager, Secretary, or other Officer, or for joining in any receipt or other act for conformity, or for any loss or expense happening to the Company by the insufficiency or deficiency of title of any property acquired by order of the Directors for or on behalf of the Company; or for the insufficiency or deficiency of any security in or upon which any of the

moneys of the Company shall be invested ; or for any loss or damage arising from the Bankruptcy, insolvency, fraud, or misrepresentation of any person with whom any moneys or effects may be deposited, or for any losses which may be occasioned by the default of the servants or officers of the Company ; or for any loss, damage, or misfortune whatever which shall happen in the execution of the duties of his respective office or in relation thereto, unless the same happen through his own wilful act or default.

78.—The Directors may meet together for the despatch of business, adjourn, and otherwise regulate their meetings as they think fit, and determine the quorum necessary for the transaction of business. Questions arising at the meetings shall be decided by a majority of votes. In case of an equality of votes, the Chairman shall have a second or casting vote. Two Directors may, at any time, summon a meeting of Directors.

79.—The Directors may elect a Chairman of their meetings, and determine the period for which he is to hold office ; but if no such Chairman is elected, or if at any meeting the Chairman is not present at the time appointed for holding the same, the Directors present shall choose some one of their number to be Chairman of such meeting.

80.—The Directors may delegate any of their powers to any Committee consisting of such member or members of their body, and of the Club, 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 by the Directors.

81.—A Committee may elect a Chairman of their meetings. If no such Chairman is elected, or if he is not present at the time appointed for holding the meeting, the members present shall choose one of their number to be Chairman of such meeting.

82.—A Committee may meet and adjourn as the necessity of the business may require. Questions arising at any such meeting shall be determined by a majority of votes of the members present, no member having more than one vote ; and in case of an equality of votes, the Chairman shall have a second or casting vote.

83.—All acts done by any meeting of Directors, or any person acting as a Director, shall, notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such Director or persons acting as Directors 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.

84.—The Directors shall cause minutes to be made in books provided for the purpose—

- (1) Of all appointments of officers and committees made by the Directors.
- (2) Of the names of Directors present at each meeting of Directors and committees of Directors.
- (3) Of all resolutions adopted and orders made by the Directors, and by any committee or committees of Directors.

85.—The minutes of the proceedings of any meeting of members, or of any meeting of Directors, shall be signed by the person who acted as Chairman of the meeting or committee at which such minutes were confirmed, and such minutes so signed, or a copy thereof certified under the hands of two of the Directors to be a correct copy, shall be sufficient evidence of the facts therein stated, and be receivable in evidence without further proof as original proceedings.

INTEREST ON SHARES.

86.—The Directors, if they shall deem fit, may, out of the profits of the Company, pay to the shareholders, interest on the sums paid up by them, and they may set aside such sum as they may think proper for a reserve fund, to meet contingencies, or for repairing or maintaining the buildings and premises and plant, or for replacing furniture, stock, and other matters connected with the Club; or such money may be used in the business of the Company, or in any of the objects for which the Club is established, as specified in the Memorandum of Association, and no payment of dividend other than interest as aforesaid shall be made to the shareholders in respect of their shares.

87.—The Directors may deduct from the interest payable to any member all such sums of money as may be due by him to the Club, on account of calls, subscriptions, or otherwise.

ACCOUNTS.

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

- (1) Of all stock, with an inventory of property, furniture, plant, &c., of the Club.
- (2) Of the sums of money received and expended by the Company, and the matter in respect of which each receipt and expenditure takes place; and
- (3) Of the credits, and of the debts and liabilities of the Company.

89.—The books and accounts shall be kept at the Registered Office of the Company, and subject to any restrictions as to time and manner of inspecting same that may be imposed by the Directors, shall be open to the inspection of the members during the week immediately preceding the Ordinary General Meeting, and not otherwise.

90.—At the Ordinary General Meeting in every year, the Directors shall lay before the Company a statement of the income and expenditure for the past year, commencing from the time when the last preceding statement was made, or in the case of the first statement from the commencement of the Company.

91.—The statement so made up shall shew, arranged under the most convenient heads, the amount of gross income, distinguishing the several sources from which it has been derived, and the amount of gross expenditure, distinguishing the expenses of the establishment, salaries, and other such matters. Every item fairly chargeable against the year's income shall be brought into account, so that a just balance of profit and loss may be laid before the meeting, and in cases where any item of expenditure which may in fairness be distributed over several

years has been incurred in any one year, the whole amount of such item shall be stated with the addition of the reasons why only a portion of such expenditure is charged against the income of the year.

92.—All costs and expenses in or about or preliminary to the formation, establishment, and registration of the Company, including all expenses prior to the framing of these articles and to the registration which the Directors consider may be fairly treated as preliminary, shall be placed to a separate account to be called the Preliminary Expenses Account, and shall be chargeable to the Company over such period as the Directors may deem expedient.

93.—A balance sheet shall be made out in every year and laid before the Company in General Meeting; and such balance sheet shall contain a summary of the property and liabilities of the Company, arranged under the most convenient heads. A printed copy of such balance sheet shall, not less than seven days previous to such meeting, be sent to each member in the manner in which notices are hereinafter decided to be given.

AUDIT.

94.—Once in each year the accounts of the Company shall be examined, and the correctness of the balance sheet ascertained by one or more auditor or auditors.

95.—The first auditor or auditors shall be appointed by the Directors; subsequent auditors shall be appointed by the Company in General Meeting. If one auditor only is appointed or acting, all the provisions herein contained relating to auditors shall apply to him.

96.—The auditors may be members of the Company, but no person is eligible as an auditor who is interested otherwise than as a member in the transactions of the Company; and no Director or other officer of the Club is eligible during his continuance in office.

97.—The remuneration of the first auditors shall be fixed by the Directors; that of subsequent auditors by the Company in General Meeting.

98.—If any casual vacancy occur in the office of Auditor appointed by the Company, the Directors shall appoint an Auditor for the current year, who shall retain office till the next Ordinary Meeting, and the Directors shall fix the remuneration to be paid to him by the Company for his services.

99.—Every Auditor shall be supplied with a copy of the balance sheet, and it shall be his duty to examine the same with the vouchers relating thereto.

100.—Every Auditor shall have a list delivered to him of all books kept by the Company, and at all reasonable times have access to the books and accounts of the Company; he may, in relation to such accounts, examine the Directors or any other officer of the Company.

101.—The Auditors shall make a report to the members upon the balance sheet and accounts, and such report shall be read together with the report of the Directors at the Ordinary Meeting.

NOTICES.

102.—A notice may be served by the Company upon any member, either personally or by sending it through the post in a prepaid letter addressed to such member at his last known place of abode, or if no such place of abode be known, by leaving it addressed to him at the Club House.

103.—All notices or other documents to be given to, or served on the Company by, or on the part of the members, or any of them, shall be left or sent through the post in prepaid letters, addressed to the Company at their Registered Office.

104.—Any notice sent by post shall be deemed to have been served at the time when the same would be delivered in the ordinary course of post, and it shall be sufficient to prove that such notice was properly addressed, stamped, and put into the Post Office.

EVIDENCE.

105.—On the trial of any action or suit instituted by the Company against any member for the recovery of any debt due for any call, it shall be sufficient to prove that the name of the Defendant in such action or suit is duly entered in the register of members of the Company as holder of the number of shares in respect of which such debt accrued, and that notice of such call was duly given to him in the manner prescribed by these Articles; and it shall not be necessary to prove the registration of the Company, nor the appointment of Directors who made such call, nor that a quorum of Directors were present at the meeting at which such call was made, nor that such meeting was duly convened or constituted, nor any other matter whatsoever, but the proof aforesaid shall be *prima facie* evidence of the debt.

PROVISION RELATING TO A WINDING-UP OR DISSOLUTION
OF THE COMPANY.

106.—Any member, whether a Director or not, or whether alone, or jointly with any other member or Director, and any person not a member, may become the purchaser of the property of the Company, or any part thereof in the event of a winding up or a dissolution, or at any other time when a sale of the Company's property or effects, or any part thereof, shall be made by the Directors under the powers hereby, or under the Companies Acts, 1862 to 1890, conferred upon them.

ALTERATIONS, &c., OF ARTICLES.

107.—No alteration in or additions to or variation of these Articles shall be valid, unless the same shall be authorized by resolution, passed by a majority of not less than ten persons in number, at an Extraordinary General Meeting of the Company, duly convened in accordance with these articles.

We, the Subscribers of the Memorandum of Association of The Grange Ward Conservative Club Company, Limited, do hereby subscribe these presents of equal date with said Memorandum as the Articles of Association of the Company.

NAMES AND ADDRESSES OF SUBSCRIBERS.

Wm. Aird
Oakhurst, Cloughton, Birkenhead Shipbuilders

Edmond Rees M.P. 61 Hamilton St. Birkenhead
St. South Lythel Manor prole Dorset

Edmund Taylor Winal Lodge Hotel Liverpool & Sligo

Benedict Jones
Inchfall Casements Park, Birkenhead
Marine at. Land.

William Gellay
30 Clifton Road
Birkenhead. Flamborough

Wm Lewis 157 Pres St. Birkenhead
Whin & Spirit Dealer

Ed Elliff Adelphi Hotel Liverpool
Live Stock Salesman

Dated the 16th day of September 1895

Witness to the signature of Edmond Rees: W D Thompson - Gentleman
Castle Bellingham Island

Witness to the above Signatures of John David Edmund Taylor

Benedict Jones and William Gellay:

Wm. Aird
17 Brandon Street Birkenhead
Sligo

Witness to the signatures of William Lewis and Ed Elliff:

Asher & Co. Ltd.
Black with W. Cecil Holden



452841

N.L. 44288

Certificate of Incorporation

OF THE

Grange Ward Conservative Club Company
Limited

I hereby Certify, That the

Grange Ward Conservative Club Company
Limited

is this day Incorporated under the Companies' Acts, 1862 to 1890, and that the Company is **Limited**.

Given under my hand at London this Seventeenth day of September One

Thousand Eight Hundred and Ninety five

£s and Deed Stamps £ 3. 5.

Stamp Duty on Capital £ 16/-

Wm. Lewis

Assistant-Registrar of Joint Stock Companies.

Certificate received by

Thos. H. Picken
85 London Wall

Date

25th Sept 1895

[SEE BACK]