

# THE COMPANIES ACT, 1929.



A 5/-  
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.

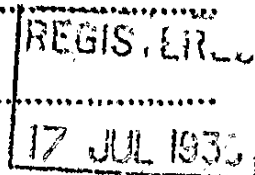
Pursuant to Section 15(2).

Name of Company .....

.....

.....CLEAR VIEW HOTELS.....

LIMITED.



Presented by

.....Taylor Willecocks & Co.....

.....218 Strand, W.C.2.....

.....

## H. HOWES & CO., LTD.,

Company Printers, Publishers & New Stationers,

BELL YARD (next to Law Society), TEMPLE BAR, W.C.2.

Telephone—HOLBORN 3073.

4, UNION COURT, OLD BROAD STREET, LONDON, E.C.2.

Telephone—LONDON WALL 2237.

27 & 28, OLD JEWRY, CHEAPSIDE, LONDON, E.C.2.

Telephone—METROPOLITAN 4879.

Works—53 & 55, MANSELL STREET, LONDON, E.1.

Telephone—ROYAL 4094.

I ...EUSTACE BERNARD AMES.....

of ...218 Strand London W. C. 2.....

Do solemnly and sincerely declare that I am (a) .....

.....a Solicitor of the Supreme Court engaged in.....

.....the formation.....

of .....CLEAR VIEW HOTELS.....

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 218 Strand.

the 15<sup>th</sup> day of July  
One thousand nine hundred and  
thirty six .

Before me,

James O'Harey.

(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.

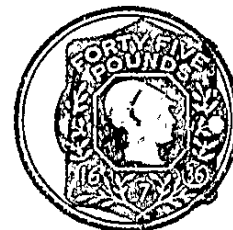
Number of  
Certificate

316543

[Form No. 25.]

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

COMPANY LIMITED BY SHARES.



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

## Statement of the Nominal Capital

OF

CLEAR VIEW HOTELS

LIMITED,

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

(See Page 2 of this Form.)

REGIS. CRE.  
17 JUL 1933

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

TELEGRAMS. "CERTIFICATE, ESTRAND, LONDON."

TELEPHONE NO. 1 HOLBORN 0434 (5 LINES).

JORDAN & SONS, LIMITED,

Company Registration Agents, Printers, and Publishers,

116 CHANCERY LANE, LONDON, W.C. 2

and 13 BROAD STREET PLACE, E.C. 2.

Presented by

Taylor Willcocks & Co.

218 Strand, W. C. 2.

# THE NOMINAL CAPITAL

OF

CLEAR VIEW HOTELS

LIMITED,

is Nine thousand - Pounds,  
divided into Nine thousand - Shares  
of One pound - each.

Signature

*Rose E. Croft*

Description

*Director*

Dated the

*15<sup>th</sup>*

day

of

*July*

1936.

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

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



316543  
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THE COMPANIES ACT, 1929.



COMPANY LIMITED BY SHARES.

## Memorandum of Association

OF

# CLEAR VIEW HOTELS LIMITED

REGIS. L.R.L.  
17 JUL 1930

1. The name of the Company is "CLEAR VIEW HOTELS 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 enter into and carry into effect with such (if any) modifications or alterations as may be agreed upon an Agreement already prepared and expressed to be made between John Douglas Finden Crofts of the one part and this Company of the other part, a draft of which has been subscribed with a view to identification by Mr. Eustace Bernard Ames.

(b) To carry on, develop, extend, and turn to account the business of hotel proprietor mentioned in the said Agreement (being the business formerly carried on by the said Douglas John Finden Crofts under the style of The Clear View Hotel and The Thakeham Hotel at Nos. 37, 38, 39, 97 and 98, Marine Parade, Worthing.

(c) To carry on the business of hotel, restaurant, cafe, tavern, beer-house, refreshment-room, and lodging-house keepers, licensed victuallers, wine, beer, and spirit merchants, brewers, malsters, distillers, importers and manufacturers of aerated, mineral, and artificial waters and other drinks, purveyors, caterers for public amusements generally, coach, cab, and carriage proprietors, livery-stable keepers, jobmasters, farmers, dairymen, ice



merchants, importers and brokers of food, live and dead stock, and colonial and foreign produce of all descriptions, hairdressers, perfumers, chemists, proprietors of clubs, baths, dressing rooms, laundries, reading, writing, and newspaper rooms, libraries, grounds, and places of amusement, recreation, sport, entertainment, and instruction of all kinds, tobacco and cigar merchants, agents for railway and shipping companies, and carriers, theatrical and opera box office proprietors, entrepreneurs and general agents, and any other business which can be conveniently carried on in connection therewith.

- (d) To deal in land and house and other property of any tenure and any estate or interest therein, and to create, sell and deal in freehold and leasehold ground rents, and generally to deal in by way of sale, lease, exchange, or otherwise, land and house property and any other property, whether real or personal, and any rights, privileges, or easements over or in respect of any property.
- (e) To develop and turn to account any land acquired by or in which the Company is interested, and in particular by laying out and preparing the same for building purposes, constructing, altering, pulling down, decorating, maintaining, furnishing, fitting up, and improving buildings, and by planting, paving, draining, farming, cultivating, letting on building lease or building agreement, and by advancing money to, guaranteeing the contracts of, and entering into contracts and arrangements of all kinds with builders, tenants, local authorities, and others.
- (f) To construct, maintain, improve, develop, work, control, and manage any waterworks, gasworks, reservoirs, roads, sewers, railway branches or sidings, tramways, electric power, heat and light supply works, telephone works, hotels, clubs, restaurants, baths, places of worship, places of amusement, aerodromes, pleasure grounds, parks, gardens, reading rooms, stores, shops, houses, dairies, and other works and conveniences which the Company may think directly or indirectly conducive to these objects and to contribute to or otherwise assist or take part in the construction, maintenance, development, working, control, and management thereof.

- (g) To make any arrangements with persons engaged in any trade, business, or profession or with any governments or authorities, or to arrange for the concession to the Shareholders of the Company of any special rights, privileges, and advantages, and in particular in regard to the supply of goods.
- (h) To purchase or by any other means acquire any buildings, offices, factories, works, roads, plant, live and dead stock, barges, vessels, 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.
- (i) 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 partnership or 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.
- (j) To invest and deal with the moneys of the Company not immediately required in such Shares or upon such securities and in such manner as may from time to time be determined.
- (k) To lend and advance money or give credit to such persons, firms, or companies, 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, firms, or companies.
- (l) To borrow or raise money in such manner 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.
- (m) 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.
  - (n) To subscribe for, take, purchase, or otherwise acquire and hold Shares or other interests 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 carried on so as directly or indirectly to benefit this Company.
  - (o) To remunerate any person, firm, or company rendering services to this Company, either 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 as may be thought expedient.
  - (p) To pay all or any expenses incurred in connection with the promotion, formation, 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.
  - (q) 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 or dependents of such persons; to make payments towards insurance; and to form and contribute to provident and benefit funds for the benefit of any persons employed by the Company, or of the wives, children, or other relatives or dependents of such persons.
  - (r) To promote any other company for the purpose of acquiring the whole or any part of the business or

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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.

- (s) To sell or otherwise dispose of the whole or any part of the business or property 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.
- (t) 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.
- (u) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, or otherwise, and either alone or in conjunction with others, and by or through agents, sub-contractors, trustees, or otherwise.
- (v) 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 of this 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 £9,000, divided into 9,000 Shares of £1 each.

6. Any new Shares from time to time to be created may from time to time be issued with any such guarantee or any such right of preference, whether in respect of dividend or of repayment of

capital, or both, or any such other special privilege or advantage over any Shares previously issued or then about to be issued, or at such a premium or with such deferred rights as compared with any other Shares previously issued or then about to be issued, or subject to any such conditions or provisions, and with any such right or without any right of voting, and generally on such terms as the Company may from time to time by Extraordinary Resolution determine, but so that any preferential or special rights attached to issued Shares shall not be affected or interfered with except in manner provided in Clause 3 of Table "A" in the First Schedule to The Companies Act, 1929.

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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.
<i>D. J. Linden</i> <i>"Clear View Hotel"</i> <i>Worthing</i> <i>Hotel proprietor.</i>	1
<i>Rose E. Crofts</i> <i>Clear View Hotel,</i> <i>Worthing.</i> <i>Married Woman.</i>	1

Dated the 13 day of July, 1936.

Witness to the above Signatures:—

*Ernest B. Jones*

*Secy*  
*218 Strand W.C.*



316543

THE COMPANIES ACT, 1929.



COMPANY LIMITED BY SHARES.

## Articles of Association

OF

## CLEAR VIEW HOTELS LIMITED.

PRELIMINARY.

REGISTERED  
17 JUL 1930

1. The Regulations contained in Table "A" in the First Schedule to The Companies Act, 1929 (such Table being hereinafter called 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 64, 66, 69, 72, 78, 79, 90 and 104, 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 Company shall, as speedily as possible after the incorporation of the Company, enter into an Agreement under the seal with John Douglas Finden Crofts in the terms of the Agreement referred to in the Memorandum of Association with such (if any) modifications or alterations as may be agreed upon, whether before or after the execution thereof. It is hereby expressly declared that the validity of the said Agreement or of any such modification thereof as aforesaid shall not be impeached on the ground that any of the vendors, as a promoter, Director or otherwise, stands in a fiduciary relation to the Company, and every person who shall at any time become a member of the Company shall be deemed to approve and confirm the said Agreement with or without modification as aforesaid.

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 5 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 right to transfer Shares in the Company shall be restricted in the manner hereinafter provided.

5. The Company shall be entitled to treat the person whose name appear upon the Register of Members 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. In Clause 2 of Table "A" the words "Extraordinary Resolution" shall be substituted for the words "Special Resolution" where such words first appear.

7. The original Share capital of the Company is £9,000, divided into 9,000 Shares of £1 each.

8. 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, subject always to Article 4 hereof.

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

10. If by the terms of the issue of any Shares or otherwise any amount is payable in respect of any Share 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.

11. 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 two or more joint holders.

12. The Directors may at any time in their absolute and uncontrolled discretion refuse to register any transfer of Shares; and Clause 19 of Table "A" shall be modified accordingly.

#### BORROWING POWERS.

13. The Directors may raise or borrow for the purposes of the Company's business such sum or sums of money as they think fit and may secure the repayment of or raise any such sum or sums as aforesaid by mortgage or charge upon the whole or any part of the property and assets of the Company, present and future, including its uncalled or unissued capital, or by the issue, at such price as they may think fit, of bonds or debentures, either charged upon the whole or any part of the property and assets of the Company or not so charged, or in such other way as the Directors may think expedient.

14. A register of the holders of the debentures of the Company shall be kept at the Registered Office of the Company, and shall be open to the inspection of the Registered Holders of such debentures and of any Member of the Company, subject to such restrictions as the Company in General Meeting may from time to time impose. The Directors may close such register for such period or periods as they may think fit, not exceeding in the aggregate thirty days in each year.

#### GENERAL MEETINGS.

15. The quorum for the transaction of business at any General Meeting shall be two Members personally present and holding or representing by proxy not less than one-tenth of the Share capital of the Company for the time being issued, and Clause 45 of Table "A" shall be modified accordingly.

## DIRECTORS.

16. Unless and until the Company in General Meeting shall otherwise determine, the number of Directors shall be not less than two nor more than five

17. The following persons shall be the first Directors of the Company, that is to say: Mr. Douglas John Finden Crofts, Mrs. Rose Etta Crofts, and Mr. Harold John Finden Crofts. They shall be permanent Directors of the Company, and each of them shall be entitled to hold such office so long as he or she shall respectively live unless he or she shall become disqualified from any of the causes specified in Article 21 hereof; and accordingly Clauses 73 to 77 and Clause 80 of Table "A" shall not apply to any permanent Director.

18. The Directors shall have power at any time and from time to time to appoint any other person to be a Director of the Company, either to fill a casual vacancy or as an addition to the Board, but so that the total number of Directors shall not at any time exceed the maximum number fixed as hereinbefore mentioned. Any Director so appointed shall hold office only until the next following Ordinary General Meeting, when he shall retire, but shall be eligible for re-election.

19. The qualification of every Director shall be the holding in his own right and as sole holder of Shares of the Company to the nominal value of not less than £100. A Director may act before acquiring his qualification, but shall acquire his qualification within one calendar month of being appointed a Director.

20. A memorandum in writing signed by all the Directors for the time being and annexed or attached to the Directors' 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.

21. The office of a Director shall be vacated—

(A) If he become bankrupt or insolvent or compound with his creditors.

(B) If he become of unsound mind;

(c) If he be convicted of an indictable offence, not being an offence under The Road Traffic Act, 1930, or any amending or substituted Act.

(d) If he cease to hold the necessary Share qualification or do not obtain the same within one calendar month from the date of his appointment.

(e) If he become prohibited from being a Director by reason of any order made under Section 217 or 275 of The Companies' Act, 1929;

(f) If he give the Company one calendar month's notice in writing that he resigns the office.

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 Company 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.

22. A Director may hold any office of profit under the Company (other than that of Auditor) in conjunction with the office of Director, and may enter into contracts or arrangements or have dealings with the Company, and shall not be disqualified from office thereby, nor shall he be liable to account to the Company for any profit arising out of any such contract, arrangement, or dealing to which he is a party or in which he is interested by reason of his being at the same time a Director of the Company, provided that such Director discloses to the meeting of the Directors at which such contract, arrangement, or dealing is first taken into consideration the nature of his interest therein, or, if such interest is subsequently acquired, provided that he discloses the fact that he has acquired such interest at the next meeting of the Directors held after such interest was acquired. But, except in respect of any agreement or arrangement to give any indemnity or security to any Director who has undertaken or is about to undertake any liability on behalf of the Company, or of a resolution to allot any Shares or debentures to a Director, no Director shall vote as a Director in regard to any contract, arrangement, or dealing in which he is interested or upon any matter arising thereout, and if he shall so vote his vote shall not be counted, nor shall he be reckoned in estimating a quorum when any such contract, arrangement, or dealing is under consideration. A general notice given to the Directors by a Director to the effect that he is a member of a specified company or firm, and is to be regarded as interested in any contract, arrangement, or dealing which may, after the date of the notice, be entered into or made with that company or firm, shall, for



the purpose of this Article, be deemed to be a sufficient disclosure of interest in relation to any contract, arrangement, or dealing so entered into or made.

#### MANAGING DIRECTOR.

23. The Directors may from time to time entrust to and confer upon the Managing Director or Managing Directors all or any of the powers of the Directors (excepting the power to make calls, forfeit Shares, borrow money, or issue debentures) that they may think fit. But the exercise of all powers by the Managing Director or Managing Directors shall be subject to such regulations and restrictions as the Directors may from time to time make and impose, and the said powers may at any time be withdrawn, revoked, or varied.

24. Clause 68 of Table "A" shall be read and construed as if the words "rotation of retirement" were substituted for the words "rotation or retirement."

#### DIVIDENDS.

25. The Directors may from time to time pay to the Members such interim dividends as appear to the Directors to be justified by the profits of the Company according to the estimate formed by them thereof.

#### NOTICES.

26. A Member who has no registered address in the United Kingdom, and has not supplied to the Company an address within the United Kingdom for the giving of notices to him, shall not be entitled to receive any notices from the Company.

#### WINDING-UP.

27. In a winding-up the liquidator may, with the sanction of an Extraordinary Resolution, distribute all or any of the assets in specie among the Members in such proportions and manner as may be determined by such resolution, provided always that if any such distribution is proposed to be made otherwise than in accordance with the existing rights of the Members, every Member shall have the same right of dissent and other ancillary rights as if such resolution were a Special Resolution passed pursuant to Section 234 of The Companies Act, 1929.

Wit

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NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.

---

Q. J. Zinden (off.)  
 "Clear View Hotel"  
 Worthing  
 Hotel proprietor.  
 Rob. C. P. G.  
 Clear View Hotel.  
 Worthing.  
 Married Woman.

---

Dated the 13. day of July, 1936.

Witness to the above Signatures—

Eustace B. Jones  
 per  
 218 Strand  
 W.C.

DUPLICATE FOR THE FILE.

No. 316543



# Certificate of Incorporation

I Hereby Certify,

That

CLEAR VIEW HOTELS LIMITED

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

Given under my hand at London this, seventeenth day of July One  
Thousand Nine Hundred and thirty-six.

*W A Mearns*

Registrar of Companies.

Certificate  
received by

*Taylor Willmott*

*28 Strand W.C.2* Date *17th July 1936*