

NOTICE OF ILLEGIBLE PAGES

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

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

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



435899

"THE COMPANIES ACT, 1929."

28 MAY 1947

Declaration of Compliance



A
Companies
Registration
Fee Stamp
of 5s.
must be
impressed
here

WITH THE

REQUIREMENTS OF THE COMPANIES
ACT, 1929,

do pursuant to Section 15, Sub-Section (2), of The Companies Act, 1929,
on behalf of a Company proposed to be Registered as

MELTHAM GOLF CLUB

LIMITED.

Telegrams: "Certificate, Strand, London"

Telephone Nos. Holborn 6434

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



29 MAY 1947

I James Home Banfield
of 2 St. Peter's Street, Huddersfield
in the County of York

*Here insert-
"A Solicitor
of the Su-
preme Court
(or in Scotland
"an Enrolled
Law Agent")
engaged in
the formation
of" or "A
person named
in the Articles
of Association
as a
Director (or
Secretary)
of."

Do solemnly and sincerely Declare that I am*

*a Solicitor
of the Supreme Court
engaged in the formation
of Meltham Golf Club,
limited*

J.H.B.

~~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 *Huddersfield*
in the County of York

the *fifteenth* day of *May*
One thousand nine hundred and *forty seven*.

Before me,

J. Hall

A Justice of the Peace for the County of York

A Justice of the Peace for the County of York

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

J. Home Banfield

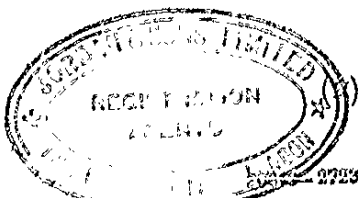
COMPANY LIMITED BY GUARANTEE AND NOT
HAVING A SHARE CAPITAL.

20 MAY 1947
Memorandum of Association

MELTHAM GOLF CLUB,
LIMITED.

1. The Name of the Company is "MELTHAM GOLF CLUB, LIMITED."
2. The Registered Office of the Company will be situate in England.
3. The Objects for which the Company is established are—
 - (A) To acquire by purchase on such terms as the Company may think fit the land and buildings situate at Thick-hollins, Meltham, near Huddersfield, in the County of York, at present occupied and used by Meltham Golf Club as a Club House and Golf Course.
 - (B) To carry on the business of an Estate and Building Company and generally to purchase, take on lease or in exchange, hire, or otherwise acquire and deal in any real or personal property, rights, licences, easements and privileges whatsoever, which the Company may think necessary or convenient for its undertaking.
 - (C) To sell, improve, manage, develop, lease, mortgage, dispose of, turn to account, or otherwise deal with all or any of the property of the Company.
 - (D) To erect, construct, lay down, enlarge, alter and maintain any buildings, works and machinery necessary or convenient for the Company's business.
 - (E) To borrow or raise, or secure the payment of money for the purposes of the Company in such manner and on such terms as may seem expedient and in particular by the issue of Debentures or Debenture Stock, whether perpetual or otherwise, and charged or not charged upon the whole or any part of the property of the Company both present and future.
 - (F) To promote, carry on, manage and control Members' Golf, Sports, Recreation and Social Clubs.
 - (G) To supply the Members of any such Club as aforesaid or by its services or otherwise to assist such Members in supplying themselves, with beers, wines, spirits, table waters, tobacco, meals and catering, and all other things commonly supplied by Social Clubs to Members.

To build or otherwise provide club-houses, dormitories, pavilions, dwelling-houses and bungalows, workshops,



stables, sheds, garages, motor-houses, and other conveniences in connection therewith, and to furnish, alter, enlarge, repair, uphold and maintain the same.

- (I) To undertake and execute any trusts in relation to Meltham Golf Club or any other such club as aforesaid.
- (J) To carry on all kinds of agency business in relation to Meltham Golf Club or any other such club as aforesaid.
- (K) To hire and employ all classes of persons considered necessary for the purposes of the Company or of any such Club as aforesaid, and to pay to them and to other persons in return for services rendered to the Company or to any such Club salaries, wages, fees, gratuities and pensions.
- (L) To promote the interests of any such Club as aforesaid, and if thought fit to co-operate with, subsidise, give any guarantee or indemnity to or for or otherwise assist any such Club.
- (M) To accept donations, gifts, loans, subscriptions and other assistance for furthering the objects of the Company and to conform to any proper conditions upon which the same may be made.
- (N) To support and subscribe to any charitable and public body, institution, society or club.
- (O) To give pensions, gratuities or charitable aid to any person who may have served the Company or any such Club as aforesaid or to any dependent of any such person, and to make payments towards insurance of any kind in connection with the activities of the Company or in respect of any such Club as aforesaid.
- (P) To promote and hold, either alone or jointly with any other association, club, person or persons, golf tournaments and other competitions and matches, and to offer, give and contribute towards prizes, medals and awards, and to promote give or support dinners, balls, concerts, and other entertainments.
- (Q) To draw, make, accept, endorse, execute and issue promissory notes, bills of exchange, and other negotiable or transferable instruments.
- (R) To invest and deal with the moneys of the Company not immediately required or moneys for the time being held in trust by the Company in such manner as may from time to time be determined.
- (S) To pay all expenses, preliminary or incidental to the formation of the Company and its registration and to the acquisition and taking over or promotion of any such Club as aforesaid.
- (T) To subscribe to, become a member of, co-operate, or amalgamate with any other Association, whether incorporated or not, whose objects are altogether or in part similar to those of the Company.
- (U) To do all such other lawful things as may be incidental or conducive to the attainment of all or any of the above objects.

4. The Liability of the Members is Limited.

5. Every Member of the Company undertakes to contribute to the assets of the Company in the event of its being wound up while he is a Member or within one year afterwards for payment of the debts and liabilities of the Company contracted before he ceases to be a Member, and the costs, charges, and expenses of winding up and for the adjustment of the rights of the contributories among themselves such amount as may be required not exceeding One Pound.

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.

NAMES, ADDRESSES, AND DESCRIPTIONS OF SUBSCRIBERS.

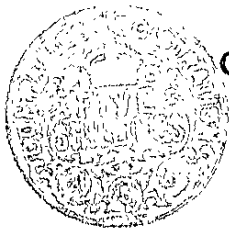
Percy Bristhead South House Holmfirth	Dyeer & Furnisher.
Chas. A. Berry. 35. Grassmarket Road. Huddersfield.	Woodlens Merchant.
James Greenhalgh. 102 Dryden St. Beaumont Park Huddersfield	Engineer
Henry Shaw Bygones, South Croftland	Chartered Accountant
H Kemp 19. Upper Gout St. Huddersfield	Chief Clerk Supt. Passages, Transport Huddersfield.
Wm. Johnson Paper Merchant Rushy Red Huddersfield	Blanket Manufacturer.
Vernon Hays 64. Heaton Rd Huddersfield	Manager.

Dated this 14th day of May 1917.

Witness to the above Signatures—

James Langfield
Solicitor
Huddersfield

"The Companies Act, 1929."



COMPANY LIMITED BY GUARANTEE AND NOT
HAVING A SHARE CAPITAL.

Articles of Association

OF

MELTHAM GOLF CLUB, LIMITED.

INTERPRETATION.

1. In these Articles—

- (A) "The Act" means The Companies Act, 1929.
- (B) When any provision of the Act is referred to, the reference is to such provision as modified by any Statute for the time being in force.
- (C) Unless the context otherwise requires, expressions defined in the Act shall have the meanings so defined.
- (D) "The Club" means the unincorporated Club known as Meltham Golf Club, of which the Clubhouse Headquarters and Course are situate at Thickhollins, Meltham, near Huddersfield in the County of York.
- (E) "In writing" or "written" means written or printed or partly written and partly printed.

2. The Clauses of Table A set out in the First Schedule to the Act (save such as are by these Articles hereby excluded and subject also to such modifications as are hereinafter contained) shall be deemed to be incorporated with these Articles and shall apply to the Company.

3. Clauses 1 to 38 inclusive of Table A are hereby excluded.

MEMBERS.

4. The number of Members with which the Company proposes to be registered is Three Hundred, but the Directors may from time to time register an increase of Members.

5. The Subscribers to the Memorandum of Association shall be Members of the Company and such other persons as are at the date hereof or shall at any time hereafter become duly elected full playing Members (whether male or female) of the Club in accordance with the Rules, Regulations and Bye-Laws of the Club from time to time in force shall become Members of the Company immediately upon signing and delivering to the Directors an application in the following form.—

MELTHAM GOLF CLUB, LIMITED.

"I, the undersigned, desire to be admitted to Membership of your Company and request you to enter my name in the Register of Members accordingly, subject to the Company's Memorandum and Articles of Association.

Dated this
day of

6. Any Member of the Company who ceases for any reason whatsoever to be a full playing Member of the Club shall forthwith thereupon cease to be a Member of the Company and shall thereafter have no claim against the Company or its funds, property or assets of any kind.

7. No Member of the Company shall cease to be a Member thereof (except as provided by Article 6 hereof) until the expiration of one calendar month next after he shall have given notice in writing under his hand to the Directors for that purpose.

GENERAL MEETINGS.

8. The first General Meeting of the Company shall be held at such time, not being less than one calendar month nor more than three calendar months after the incorporation of the Company, and at such time as the Directors may determine.

PROCEEDINGS AT GENERAL MEETINGS.

9. Clause 44 of Table A shall be read and construed as if the words "sanctioning a dividend" were omitted therefrom.

10. Clauses 47 and 50 of Table A are hereby excluded.

11. At any General Meeting a resolution put to the vote of the Meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) demanded by at least two Members present in person or by proxy entitled to vote and unless a poll is so demanded, a declaration by the Chairman that a resolution has, on a show of hands, been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book of the proceedings of the Company, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of, or against, that resolution.

12. The duly elected President for the time being of the Club, if he is a Member of the Company, shall preside as Chairman at every General Meeting of the Company.

VOTES OF MEMBERS.

13. Clauses 54 and 55 of Table A are hereby excluded.

14. Every Member shall have one vote.

15. Clause 57 of Table A is hereby excluded.

16. No Member is entitled to vote at any General Meeting unless all moneys presently payable by him to the Company or the Club have been paid.

17. Clause 59 of Table A shall be read and construed as if the words "A proxy need not be a Member of the Company" were deleted and the words "A proxy must be a Member of the Company" were substituted therefor.

18. Clause 60 of Table A shall be read and construed as if the words "twenty four hours" were substituted for the words "forty eight hours."

CORPORATIONS ACTING BY REPRESENTATIVES AT MEETINGS.

19. Clause 63 of Table A is hereby excluded.

DIRECTORS.

20. Clauses 64 and 66 of Table A are hereby excluded.

21. Clauses 68 and 69 of Table A are hereby excluded.

22. The Directors of the Company shall be those persons who, being Members of the Company, are at the date hereof or who at any time hereafter shall become the duly elected Captain, Immediate Ex-Captain, Treasurer, Secretary and the Members of the General Committee from time to time of the Club in accordance with the Rules, Regulations and Bye-Laws of the Club for the time being in force.

23. The Directors may from time to time at their discretion raise or borrow any sum or sums of money for the purposes of the Company, and may secure the repayment of such moneys in such manner and on such terms and conditions in all respects as they may think fit, and in particular by the issue of Debentures or Debenture Stock of the Company charged upon all or any part of the property of the Company, both present and future.

DISQUALIFICATION OF DIRECTORS.

24. Clause 72 of Table A is hereby excluded.

25. The office of Director shall be vacated, if the Director—

- (A) Without the consent of the Company in General Meeting holds any other office or place of profit under the Company; or
- (B) Becomes bankrupt; or
- (C) Becomes prohibited from being a Director by reason of any order made under Sections 217 or 275 of the Act; or
- (D) Becomes of unsound mind; or
- (E) Resigns his office by notice in writing to the Company; or
- (F) Is directly or indirectly interested in any contract with the Company and fails to declare the nature of his interest in manner required by Section 149 of the Act; or
- (G) Ceases to be a Member of the Company; or
- (H) Ceases to hold one or other of the following offices of the Club, namely Captain, Immediate Ex-Captain, Treasurer, Secretary or Member of the General Committee of the Club in accordance with the Rules, Regulations and Bye-laws of the Club for the time being in force.

ROTATION OF DIRECTORS.

26. Clauses 73 to 80 inclusive of Table A are hereby excluded.

PROCEEDINGS OF DIRECTORS.

27. Clause 84 of Table A shall be read and construed as if the words "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" were deleted therefrom and as if the words "The duly elected Captain for the time being of the Club shall be the Chairman of the Directors of the Company during such period as he shall retain such office of Captain but" were substituted therefor.

28. Clauses 85, 86 and 87 of Table A are hereby excluded.

29. Clause 88 of Table A shall be read and construed as if the words "or of a Committee of Directors" were deleted therefrom.

DIVIDENDS AND RESERVE.

30. Clauses 89 to 96 inclusive of Table A are hereby excluded.

NOTICES.

31. Clauses 104 to 107 inclusive of Table A are hereby excluded.

32. Notice of every General Meeting shall be given to every Member except those Members who (having no registered address within the United Kingdom) have not supplied to the Company an address within the United Kingdom for the giving of notices to them. No other persons shall be entitled to receive notices of General Meetings.

33. Notices shall be deemed to be duly served on Members who have no registered address in the United Kingdom and who have not notified an address within the United Kingdom for the giving of Notices to them by depositing the same at the Company's Registered Office.

34. The signature to any notice to be given by the Company may be written or printed.

NAMES, ADDRESSES, AND DESCRIPTIONS OF THE SUBSCRIBERS.

<p><i>Percy Brithcad</i> <i>South Bridge.</i> <i>Holmfirth.</i></p> <p><i>Chas. A. Barry</i> <i>35, Grassmere Road.</i> <i>Huddersfield.</i></p> <p><i>James Greenhalgh</i> <i>102 Dryden Rd. Beaumont Park.</i> <i>Huddersfield.</i></p> <p><i>Henry Shanks</i> <i>Bygones</i> <i>South Crossland.</i></p> <p><i>11 Kent.</i> <i>14, Upper Grand St.</i> <i>Dockwood Huddersfield</i></p> <p><i>to Mr. Johnson.</i> <i>Page Johnson</i> <i>Babblyhol Hudders.</i></p> <p><i>Vernon Rans</i> <i>611, Vernon Rd</i> <i>Huddersfield</i></p>	<p><i>Dyer & Fincher.</i></p> <p><i>Woolen Merchant..</i></p> <p><i>Engineer</i></p> <p><i>Chartered</i> <i>Accountant</i></p> <p><i>Chief Clerk</i> <i>Exp. Passenger Transport</i> <i>Huddersfield.</i></p> <p><i>Isleth Fincher.</i></p> <p><i>Manager.</i></p>
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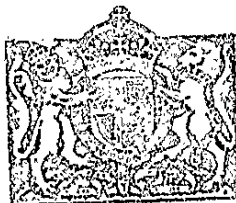
Dated this *14th* day of *May*, 1947.

Witness to the above Signatures—

Wm. Bamfield
John Carter
Huddersfield

DUPLICATE FOR THE FILE

No. 435809



Certificate of Incorporation

I Hereby Certify, That

WELTHAM GOLF CLUB, LIMITED

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

Given under my hand at London this Twenty-eighth day of
May One Thousand-Nine Hundred and Forty-seven.

[Signature]
Registrar of Companies.

Certificate
received by

[Signature]

Date 28/5/47