

QUEENSLAND

-7-MAR-69 142950 DSS 0 1.00 DUEBY 1964-022
"THE COMPANIES ACT 1961 to 1964"

A COMPANY LIMITED BY GUARANTEE

MEMORANDUM OF ASSOCIATION

of

MOGGILL PONY CLUB

1. The name of the Company is the "MOGGILL PONY CLUB".
2. The provisions of the Third Schedule to the Companies Act 1961 to 1964 shall not apply to the Company and the provisions of Clause 3 hereof shall be read and construed without reference to the provisions of that Schedule.
3. (a) The objects for which the Company is established are:-
 - (i) To encourage young people to ride and to learn to enjoy all kinds of sport connected with horses and riding.
 - (ii) To provide instruction in riding and horsemastership and to instill in members the proper love and care of their animals.
 - (iii) To promote the highest ideals of horsemastership, citizenship and loyalty thereby cultivating strength of character and self-discipline.
 - (iv) To provide grounds suitable for the activities of The Club in or near to the suburb of Moggill in the City of Brisbane in the said State of Queensland and to lay out and prepare such ground for the Club's activities and to provide pavilions, club rooms, equipment, lavatories and other conveniences in connection therewith.
 - (v) To take over the funds and other assets and the liabilities of the present unincorporated club known as "The Moggill Pony Club".
 - (vi) To hold or arrange trials and competitions exhibitions and provide or contribute towards the provision of prizes, awards and distinctions.
 - (vii) To affiliate with the Pony Club Association of Queensland and abide by the constitution and by-laws of that association and to pay such affiliation fees as shall from time to time be determined by the Association. The Club shall also affiliate with any organisation thus determined by the Association. The Club may also affiliate with any kindred organisation having similar objects.
 - (viii) To construct, improve, maintain, develop, work, manage, carry out, alter or control any houses, building, grounds, works or conveniences which may seem calculated directly or indirectly to the advance of the Club's interests and to contribute to, subsidize or otherwise assist and take part in the construction, improvement, maintenance, development, working, management, carrying out or control thereof.

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3. (b) For the purpose of carrying out the above objects and not otherwise and subject to Section 24 of the Companies Act of 1961 to 1964:-

- (a) (i) To buy hire lease (ii) to grant and accept options over (iii) to sell, let on hire, let on lease, mortgage, or otherwise dispose of any real or personal property rights and privileges of the Company.
- (b) To invest any monies of the Company not immediately required upon such securities and in such manner as may be deemed fit from time to time.
- (c) To borrow money and to furnish security for loans by mortgage or charge over the Company's assets.
- (d) To make draw give and accept endorse discount cheques, promissory notes and other negotiable instruments.
- (e) To guarantee and/or indemnify the contracts and liabilities of others and to give security therefor.
- (f) To erect maintain improve or alter any building or buildings for the purposes of the Club.
- (g) To give security over the Company's assets by mortgage or other charge for any payment liability or indebtedness of the Company.
- (h) To receive money on deposit.
- (i) To grant pensions, retiring allowances, superannuation benefits, long-service leave and general benefits to employees (past and present) of the Company by (a) grants of money, insurance or other aid to them and their dependants and connections (b) establishing and/or subsidising funds and trusts (c) medical, housing, recreational and other amenities.
- (j) To indemnify any person or persons whether members of the Company or not who may incur or have incurred any personal liability for the benefit of the Company and for that purpose to give such person or persons mortgages charges or other security over the whole or any part of the real or personal property present or future of the Company.
- (k) To establish support or aid in the establishment and support of associations funds trusts and conveniences calculated to benefit the members of the company or the dependants or connections of such members and to make payments towards insurance for any purpose and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public general or useful object.

4. The income and property of the Company whencesoever derived shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum of Association, and no portion thereof shall be paid or

transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to the persons who at any time are or have been members of the Company, or to any of them, or to any other person. Provided that nothing herein contained shall prevent the payment in good faith of remuneration to any officers or servants of the Company, or to any member thereof, or other person in return for any services actually rendered to the Company, nor prevent the payment of interest on money borrowed from any member of the Company for any of the purposes of the Company. Such interest shall not exceed the rate charged for the time being by trading banks in Brisbane on overdraft accounts.

5. No addition or alteration shall be made to the Memorandum of Articles of Association of the Company unless the same shall have been previously been submitted to and approved by the Crown Law Officer.

6. The fourth, fifth and ninth clauses of this Memorandum contain conditions upon which the licence was granted by the Crown Law Officer pursuant to section 24 of the "Companies Act of 1961 to 1964", and the following further conditions of such licence shall be complied with.

7. The liability of the members of the Company is limited.

8. Every member of the Company undertakes to contribute to the assets of the Company in the event of the same being wound up during the time he is a member, or within one year afterwards, for payment of the debts and liabilities of the Company contracted before the time at which he ceases to be a member, and of the costs, charges and expenses of winding up the same, and for the adjustment of the rights of and contributories amongst themselves such amount as may be required not exceeding Ten Dollars (\$10.00).

9. If upon the winding up or dissolution of the Company there remains after satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid to or distributed amongst the members of the Club but shall be given or transferred to some other institution or institutions having objects similar to those of the Company and which shall prohibit the distribution of its or their income and property amongst its or their members to an extent at least as great as is imposed on the Company under or by virtue of Clause 4 hereof such institution or institutions to be determined by the members at or before the time of dissolution or in default thereof by the Supreme Court of Queensland having jurisdiction in the matter and if and so far as effect cannot be given to the aforesaid provision then to some charitable object.

10. The names and addresses and occupations of the subscribers to this Memorandum of Association are:

<u>President:</u>	<u>ALISON BRAND WEBSTER</u> Moggill Road, <u>MOGGILL.</u>	Architect
<u>Vice-President:</u>	<u>WILLIAM LOMAS PHILIP SOOCHON</u> Greentrees Avenue, <u>BROOKFIELD.</u>	Deputy Comptroller of Prisons

Vice-President:-

HAROLD LeBIERZ
Moggill Road,
MOGGILL.

Manufacturers
Agent

Secretary:-

ANN CLARKSON
Hampstead Road,
HIGHGATE HILL.

Librarian Staff,
Queensland
University

Senior Instructor:-

KATHLEEN JOAN FERRIS
University Farm,
Moggill Road,
KENMORE.

Laboratory
Assistant

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.

No.

Signatures of Subscribers

1.
2.
3.
4.
5.

[Handwritten signatures]
H. LeBierz
A. Clarkson
K. J. Ferris
A. Clarkson
K. J. Ferris

DATED the

14th

day of

December

1968.

WITNESS to all the above signatures:

John Campbell Walker
Kijana Ross
Kenmore

Burton Soliter

REGISTERED in the Office of the Registrar of Companies at
Brisbane this day of 1968,
and numbered

DEPUTY REGISTRAR OF COMPANIES