
COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

Memorandum of Association

of

THE RAILWAY AND CANAL HISTORICAL SOCIETY.

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1. The name of the Company (hereinafter called "the Association") is "THE RAILWAY AND CANAL HISTORICAL SOCIETY."
2. The registered office of the Association will be situate in England *or Wales*.
3. The objects for which the Association is established are:-
 - (A) To promote encourage and co-ordinate the study of the history of railways canals and transport and to implement these objects by the following means:
 - (1) To disseminate historical information among the Members and the general public by meetings, intercourse, discussion, correspondence, circulation of notes and papers, and visits to objects and places of interest.
 - (2) To foster and maintain historical investigation and research; to act as a channel of communication between those who are engaged on similar lines of research or study; to indicate and record where information is to be found.
 - (3) To collect and preserve, or cause to be preserved, examples, records, Mss., drawings and illustrations of, or relating to, railways, canals and transport media.
 - (4) To collect and preserve, or cause to be preserved, biographical matter concerning those who have

contributed to railway canal and transport progress.

(5) To arrange for the writing of original papers on subjects of railway canal and transport history and to publish such papers, together with biographical notices, reports on the activities of the Association, and other relevant information. To arrange for Extra Publications, such as reprints of books, articles, etc., of railway canal and transport historical interest, or of other matter contributing to the aims and objects of the Association.

(6) To do all such acts as shall lead to active corporate life of the Association, and to co-operate for common objects as the Council shall see fit with any other Society or Association established for educational or charitable purposes.

- (B) To take over the property of the unincorporated body known as the "Railway and Canal Historical Society".
- (C) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Association may think necessary or convenient for the promotion of its objects, and to construct, maintain and alter any buildings or erections necessary or convenient for the work of the Association.
- (D) To sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Association as may be thought expedient with a view to the promotion of its objects.
- (E) To undertake and execute any charitable trusts which may lawfully be undertaken by the Association and may be conducive to its objects.
- (F) To borrow or raise money for the purposes of the Association on such terms and on such security as may be thought fit.
- (G) To invest the moneys of the Association not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be

imposed or required by law and subject also as hereinafter provided.

- (H) To establish and support or aid in the establishment and support of any charitable associations or institutions and to subscribe or guarantee money for charitable purposes in any way connected with the purposes of the Association or calculated to further its objects.
- (I) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them.

Provided that:-

- (i) In case the Association shall take or hold any property which may be subject to any trusts, the Association shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.
- (ii) The objects of the Association shall not extend to the regulations of relations between workers and employers or organisations of workers and organisations of employers.
- (iii) In case the Association shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales the Association shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law, and as regards any such property the Council of Management or Governing Body of the Association shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their own acts, receipts, neglects and defaults, and for the due administration of such property in the same manner and to the same extent as they would as such Council of Management or Governing Body have been if no incorporation had been effected, and the incorporation of the Association shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commissioners over such Council of Management or Governing Body, but they shall as regards any such property be subject jointly and separately to such control or authority as if the Association were not

incorporated.

4. The income and property of the Association shall be applied solely towards the promotion of its objects 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 members of the Association and no member of its Council of Management, Managing Committee or Governing Body shall be appointed to any office of the Association paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Association.

Provided that nothing herein shall prevent any payment in good faith by the Association

- (a) of reasonable and proper remuneration to any member, officer or servant of the Association (not being a member of its Council of Management, Managing Committee or Governing Body) for any services rendered to the Association.
- (b) of interest on money lent by any member of the Association or of its Council of Management, Managing Committee or Governing Body at a rate per annum not exceeding two per cent less than the minimum lending rate for the time being prescribed by the Bank of England or three per cent, whichever is the greater;
- (c) of reasonable and proper rent for premises demised or let by any member of the Association or of its Council of Management, Managing Committee or Governing Body;
- (d) of fees, remuneration or other benefit in money or money's worth to any company of which a member of the Council of Management, Managing Committee or Governing Body may also be a member holding not more than 1/100th part of the capital, and
- (e) to any member of its Council of Management, Managing Committee or Governing Body, of out-of-pocket expenses.

5. No addition, alteration, or amendment shall be made to or in the provisions of the Memorandum or Articles of Association for the time being in force, unless the same shall have been previously submitted to and approved by the Board of Trade.

6. The fourth and fifth paragraphs of this Memorandum contain conditions to which a licence granted by the Board of Trade to the

Association in pursuance of section 19 (1) of the Companies Act, 1948, is subject.

7. The liability of the members is limited.

8. Every member of the Association undertakes to contribute to the assets of the Association, in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Association contracted before he ceases to be a member, and of 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 £1.

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

