

JUNIOR LEGACY



MELBOURNE

MEMORANDUM
AND
ARTICLES OF ASSOCIATION

Together with a Copy of

THE
CERTIFICATE OF INCORPORATION

and the

SPECIAL LICENCE

Granting Dispensation for the Use of the Word "LIMITED"

SEPTEMBER, 1952

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459 Lonsdale Street,
Melbourne, C.1

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Licence

Under the powers conferred upon me by the Companies Act 1938, I, Thomas Walter Mitchell, Her Majesty's Attorney-General for the State of Victoria, hereby direct that the

JUNIOR LEGACY, MELBOURNE

be registered as a company with Limited liability under the provisions of the Companies Act 1938 without the addition of the word "Limited" to its name.

This licence is granted upon condition that the terms of the Memorandum and Articles of Association submitted to and certified by me are strictly followed.

DATED at Melbourne this 4th day of September 1952.

(Sgd.) T. W. MITCHELL

Attorney-General

The Companies Act 1938

No. 4602, Section 13

Certificate of Incorporation

This is to certify that

JUNIOR LEGACY, MELBOURNE

is this day incorporated under the Companies Act 1938, and that the Company is limited by guarantee.

The number on the Register is 29677.

Given under my hand at Melbourne this 5th Day of September, 1952.

(Sgd.) J. QUINLIVAN

Deputy Registrar-General

The Companies Act 1938

MEMORANDUM OF ASSOCIATION

OF

JUNIOR LEGACY, MELBOURNE

- I. The name of the Association is Junior Legacy Melbourne.
- II. The objects for which the Association is established are—
 - (1) The benefit care maintenance support education (in the case of young people) advancement in life training and general well-being of dependants as hereinafter defined.
And in particular but without limiting the generality of the foregoing.—
 - (2) To provide dependants with advice and financial and material assistance.
 - (3) To assist dependants to enter on or engage in any course of occupational training trade occupation profession or service by providing outfits and tools of trade and by payment of fees for instruction.
 - (4) To assist dependants to find employment.
 - (5) To provide dependants with medical surgical dental and other preventive and remedial treatment including the supply of medicines and remedial appliances.
 - (6) To provide dependants who are children with instruction in physical and intellectual training and with facilities for athletic games and exercises.
 - (7) To provide the whole or part of the cost of the maintenance of dependants in any hospital sanitarium convalescent or holiday or recreational home or establishment and to provide maintain and supervise such home or establishment.
 - (8) To provide or assist in the provision of suitable housing accommodation residences or hostels for dependants and to maintain or assist in the maintenance of the same.
 - (9) To provide travelling or other expenses of dependants incurred in pursuance of the foregoing objects.
 - (10) To purchase take on lease or in exchange hire hold receive accept whether by way of purchase gift or otherwise or otherwise acquire any real and personal estate which may be deemed necessary or convenient for any of the purposes of the Association.
 - (11) To construct maintain and alter any houses camps buildings or works necessary or convenient for the purposes of the Association.
 - (12) To take any gift of property whether subject to any special trust or not.
 - (13) To acquire any property whether real or personal which at the date of the incorporation of the Association is held upon trust by any person or persons for the Junior Legacy Club and to hold such property upon and subject to the trusts affecting the same and in particular to acquire and hold upon the trusts affecting the same the land and premises situate at and known as Number 342 Swanston Street Melbourne.
 - (14) To undertake and execute any trusts for the benefit of the Association or in the furtherance of its objects or the interests of dependants.

(15) To take such steps by personal or written appeals public meetings or otherwise as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Association in the shape of donations annual subscriptions or otherwise.

(16) To arrange for organise co-operate with and assist Associations and bodies of persons companies and corporations to obtain contributions of and generally to raise moneys funds and all kinds of property real and personal to be used for all or any of the purposes of the Association and for the purposes of this Sub-clause but without limiting the generality of the foregoing to provide accommodation for such associations body of persons company or corporation in any property of the Association.

(17) To sell manage lease mortgage dispose of or otherwise deal with all or any part of the property of the Association and should any such property be subject to any trusts the Association shall only deal with the same in such manner as is allowed by law having regard to such trusts.

(18) To borrow and raise money in such manner as the Association may think fit.

(19) To invest any moneys of the Association not immediately required for any of its objects in such manner as may from time to time be determined.

(20) To do all such other lawful things as are incidental or conducive to or subsidiary to the attainment of the above objects or any of them.

III. For the purposes of this Memorandum of Association the following words and expressions shall have and bear the meanings hereinafter set out.—

(a) "Dependant" shall mean any person resident in Australia and who is in necessitous circumstances and

(i) is the widow or child of a deceased member of the Naval Military and Air Forces as hereinafter defined or

(ii) was in any way dependent on such deceased member at the time of such deceased member's death.

(b) "Member of the Naval Military or Air Forces" shall mean

(i) A person who was a member of or officially attached to the Naval Military or Air Forces, Nursing Service or Merchant Navy of any part of the British Commonwealth of Nations who was entitled thereby to any of the British War Medals issued in connection with the War of 1914-1918 or who was a member of or officially attached to the Naval Military or Air Forces or Nursing Services of any part of the British Commonwealth of Nations and served overseas or in a defined operational area during the war of 1939-45 or

(ii) a person who was a member of or officially attached to the Naval, Military or Air Forces, Nursing Services or Merchant Navy of any part of the British Commonwealth of Nations during the war of 1939-45 who did not serve overseas or in a defined operational area, but who died from any causes whatsoever while on service during the period of the 1939-45 war or whose subsequent death is accepted by the Repatriation Department as due to war service, or

(iii) A person whose service is considered by the Committee of Management for the time being of Junior Legacy Melbourne to be equivalent to that hereinbefore set out.

(c) "Deceased person" shall include a person who has been certified insane

(d) "Child" shall include any child male or female whether born in wedlock or not and whether legally adopted or not.

IV. The liability of the members is limited.

V. The income and property of the Association whencesoever derived shall be applied solely towards the promotion of the objects of the Association 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 members of the Association, provided that nothing herein shall prevent the payment in good faith, of remuneration to any officer or servant of the Association or to any member of the Association in return for any services actually rendered to the Association nor prevent the payment of interest at a rate not exceeding Four pounds ten shillings per centum per annum on money lent, or reasonable and proper rent for premises demised or let by any member to the Association, but so that no member of the Committee of Management or governing body of the Association shall be appointed to any salaried office of the Association or any officer of the Association paid by fees, and that no remuneration or other benefit in money or money's worth shall be paid or given by the Association to any member of such Committee or governing body except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Association, provided that the provision last aforesaid shall not apply to any payments to any company in which such member of the Committee of Management or governing body of the Association shall hold not more than one-hundredth part of the capital and such member shall not be bound to account for any share of the profits he may receive in respect of such payment.

VI. The Fifth and Eleventh paragraphs of this Memorandum of Association is a condition on which a licence is granted by the Attorney General of the State of Victoria to the Association in pursuance of Section 18 of the Companies Act 1938. For the purpose of preventing any evasion of the provisions of the said paragraphs the said Attorney General may from time to time on application by any member of the Association and on giving notice to the Association of his intention so to do and after affording the Association an opportunity of being heard in opposition thereto within such time as may be specified in such notice impose further conditions which shall be duly observed by the Association.

VII. Every member of the Association undertakes to contribute to the assets of the Association in the event of it being wound up while he is a member or within one year afterwards for payment of the debts and liabilities of the Association contracted before the time at which he ceased to be a member and of costs charges and expenses of winding up and for the adjustment of the rights of contributories among themselves such amount not exceeding Five pounds as shall be required.

VIII. If on 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 distributed among the members of the Association but shall be transferred to and vested in the Patriotic

Funds Council of Victoria or some other Association Society or Institution having 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 the fifth paragraph hereof such Association Society or Institution to be determined by members of the Association at or before the time of dissolution and approved of by the Patriotic Funds Council of Victoria (if such body be in existence at the time of such dissolution) and in default thereof by such Judge of the Supreme Court of Victoria as may have or acquire jurisdiction in the matter.

IX. True accounts shall be kept of the sums of money received and expended by the Association and of the matters in respect of which such receipt and expenditure take place and of the property credits and liabilities of the Association and subject to all reasonable restrictions as to time and manner of inspecting the same that may be imposed in accordance with the Articles of Association for the time being shall be open to the inspection of members. Once at least in every year the accounts of the Association shall be examined and a Balance Sheet and Statement of Accounts prepared and the correctness of the accounts and the Balance sheet ascertained by one or more properly qualified Auditor or Auditors.

X. The place in Victoria in which the registered office of the Association is proposed to be situate is Melbourne.

XI. No addition alteration or amendment shall be made to or in the regulations contained in the Articles of Association for the time being in force unless the same shall have been previously submitted and approved by the Attorney General for the time being of the State of Victoria.

XII. The accounts referred to in Clause IX of this Memorandum of Association shall on the written request of the Attorney General of the said State be produced for inspection by him or by any person thereunto authorised by him in writing for the purpose.

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.

MORRIS JOHN GLADHALL TONKIN

Dentist

57 Windella Avenue East Kew Victoria

HUGH GERNER BRAIN

Company Director and Secretary

415 Kooyong Rd. Elsternwick Victoria

PHILIP WOLFORD DIETRICH

Director

18 Burton Ave. Hawthorn Victoria

ROBERT CRICHTON ALLISON

Funeral Director

35 Coleman Ave. North Kew Victoria

GEORGE LEONARD EKINS

Retired

43 Rix St. Glen Iris Victoria

Dated the 25th day of August 1952

Witness to all the above signatures.—

ARTHUR G. RYLAH

Solicitor

Melbourne.

The Companies Act 1938

ARTICLES OF ASSOCIATION
OF
JUNIOR LEGACY, MELBOURNE

1. In these Articles —

"The Act" means the Companies Acts of the State of Victoria.

"The Association" means Junior Legacy Melbourne.

"The Office" means the registered office of the Association.

"The Chairman" means the Chairman of the Committee of Management of the Association appointed in accordance with these Articles.

"The Committee of Management" means the Committee of Management of Junior Legacy Melbourne appointed in accordance with these Articles.

"The Honorary Secretary" means the Secretary for the time being of the Association appointed in accordance with these Articles.

"Melbourne Legacy" means the present unincorporated body known as Legacy Club Melbourne which is at present in existence and includes that Club and the body under any name by which it may be known in the future.

"In writing" and "written" includes typing or printing lithography and other modes of representing or reproducing words and figures in visible form.

"Seal" means the Common Seal of the Association.

Words importing the singular number only include the plural and vice versa.

Words importing persons include corporations and companies.

Words importing the masculine gender only include the feminine.

2. The Regulations contained in Table "C" in the Second Schedule to the Companies Act 1938 shall not apply to this Association.

OFFICE

3. The registered office of the Association shall be situate in Melbourne in the State of Victoria.

MEMBERSHIP

4. The Association for the purposes of registration shall consist of 1000 members.

5. The Committee of Management may from time to time if and when authorised to do so by the Association in General Meeting register an increase of members.

QUALIFICATIONS FOR MEMBERSHIP

6. Any person who is from time to time a member of the Legacy Club Melbourne shall be entitled to become a member of the Association and unless he otherwise directs in writing his name and address shall be entered in the Register of Members of the Association on his admission to membership of the Legacy Club Melbourne and he shall thereupon be deemed to be a member of the Association and shall continue to be a member of the Association until he resigns or ceases to be a member of the Legacy Club Melbourne.

7. All members of the Legacy Club Melbourne at the date of registration hereof shall be members of the Association.

GENERAL MEETING

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

9. The Annual General Meeting of the Association shall be held once in every calendar year at such time (not being more than fifteen months after the holding of the last preceding General Meeting) and place as the Committee shall appoint.

10. The abovenamed General Meetings shall be called Ordinary General Meetings, all other General Meetings shall be called Extraordinary General Meetings.

11. Extraordinary General Meetings of the Association shall be convened by the Honorary Secretary of the Association.

(a) when directed by the Committee of Management

(b) on receipt of a requisition signed by at least twenty members of the Association for such a meeting stating in such requisition the purpose of the meeting and the business to be discussed thereat.

12. Subject to the provisions of the Act relating to Special resolutions seven days notice at least (exclusive of the day on which the notice is given) specifying the place the day and the hour of meeting and in case of special business the general nature of that business shall be given in manner hereinafter mentioned or in such other manner if any as may be prescribed by the Association in General Meeting to such persons as are under the regulations of the Association entitled to receive such notice from the Association.

13. The accidental omission to give notice of a meeting to or the non-receipt of notice of a meeting by any member shall not invalidate the proceedings at any meeting.

14. All business that is transacted at an Extraordinary General Meeting and all business that is transacted at an Annual General Meeting shall be deemed special business with the exception of the consideration of the accounts Balance sheets and the report of the Committee of Management and Auditors and the fixing of the remuneration of the Auditors.

15. No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the meeting proceeds to business. Twenty members personally present shall be a quorum.

16. The Chairman of the Committee of Management shall preside as Chairman at every General Meeting of the Association.

17. If at any meeting the Chairman is not present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act as Chairman the members present shall choose one of their number to be Chairman.

18. The Chairman may with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the 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. When a meeting is adjourned for ten days or more notice of the adjourned meeting shall be given. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

19. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands and a declaration by the Chairman that a resolution has 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 Association 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.

20. In the case of an equality of votes the Chairman of the meeting shall be entitled to a second or casting vote.

COMMITTEE OF MANAGEMENT

21. (a) The management of the Association shall be vested in a Committee of Management which shall consist of the President and members for the time being of the Board of Management of Melbourne Legacy provided that no person who is not a member of the Association shall be eligible to be a member of the Committee of Management.

(b) The first Committee of Management of the Association shall be the present President and members of Board of Management of Melbourne Legacy and they shall take office on the incorporation of the Association.

POWERS AND DUTIES OF THE COMMITTEE OF MANAGEMENT

22. The business of the Association shall be managed by the Committee of Management who may exercise all such powers of the Association as are not by the Act the Memorandum of Association or by these Articles required to be exercised by the Association in General Meeting subject nevertheless to any regulations of these Articles to the provisions of the Act and to such regulations being not inconsistent with the aforesaid regulations or provisions as may be prescribed by the Association in General Meeting but no regulation made by the Association in General Meeting shall invalidate any prior act of the Committee of Management which would have been valid if that regulation had not been made.

23. In addition to all powers hereby expressly conferred upon them and without detracting from the generality of their powers under this and other Articles the Committee of Management shall have the following powers namely.—

(a) To expend the funds of the Association in such manner as they shall consider most beneficial for the purposes of the Association and to invest in the name of the Association such part thereof as they may see fit and to direct the sale or transposition of any such investment and to expend the proceeds of any such sale for the purposes of the Association.

(b) To acquire in the name of the Association by purchase lease or otherwise build upon pull down rebuild add to alter repair improve sell dispose of lease or otherwise deal with any land buildings or premises for the use of the Association. In case the Association shall take or hold any property which may be subject to any trusts the Association shall only deal with the same in such manner as allowed by law having regard to such trusts.

(c) To enter into contracts on behalf of the Association.

(d) To borrow money upon the security of any of the property of the Association and to grant or direct to be granted mortgages for securing the same.

(e) To cause the Common Seal of the Association to be affixed to any document they may think proper and to provide for the safe custody of the Common Seal.

(f) To delegate all or any of their powers to any Committee of Members.

(g) To make and from time to time to repeal or alter regulations as to the management of the Association and the affairs thereof and as to the duties of any officers or servants of the Association and as to the conduct of business by the Committee of Management or any Committee of members or as to any of the matters or things within the powers or under the control of the Committee of Management provided that the same shall not be inconsistent with the Memorandum or Articles of Association.

(h) And generally to do all things necessary or expedient for the due conduct of the affairs of the Association not herein otherwise provided for.

24. The Committee shall cause Minutes to be made in books provided for the purpose.

(a) of all appointments of officers made by the Committee.

(b) of the names of the persons present at each meeting of the Committee of Management and of any Committee of Members.

(c) of all resolutions and proceedings of all meetings of the Association and of the Committee of Management and of Committees of Members.

25. The office of a member of the Committee of Management shall be vacated if such member.

(a) becomes bankrupt or

(b) becomes prohibited from being a member of the Committee of Management by reason of any Order made under the Act or

(c) becomes an insane patient or an insane or incapable person within the meaning of the Mental Hygiene Acts of the State of Victoria or

(d) resigns his office by notice in writing to the Association

(e) ceases to be a member of the Association for any reason whatsoever.

PROCEEDINGS OF THE COMMITTEE OF MANAGEMENT

26. The members of the Committee may meet together for the despatch of business adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the Chairman shall have a second or casting vote. A member of the Committee of Management may and the Secretary on the requisition of a member of the Committee of Management shall at any time summon a meeting of the Committee of Management.

27. The quorum necessary for the transaction of the business of the Committee of Management shall be three.

28. The President of Melbourne Legacy shall be the Chairman of the Committee of Management unless he shall delegate such office to some other member of the Committee of Management. If at any meeting the Chairman is not present within fifteen minutes after the time appointed for holding the same the members of the Committee present may choose one of their number to be Chairman of the meeting.

29. The Committee of Management may delegate any of its powers to Committees consisting of such member or members of the Association 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 on it by the Committee of Management.

30. A Committee may elect a Chairman of its meetings. If no such Chairman is elected or if at any meeting the Chairman is not present within fifteen minutes after the time appointed for holding the same the members present may choose one of their number to be Chairman of the meeting.

31. A Committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present and in case of an equality of votes the Chairman shall have a second or casting vote.

32. All acts done by any meeting of the Committee of Management or by any person acting as a member of the Committee of Management shall notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such member of the Committee of Management or persons acting 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 member thereof.

33. The Committee of Management shall cause proper accounts to be kept of —

(a) all sums of money received and expended by the Association and the matter in respect of which the receipt and expenditure takes place

(b) all sales and purchases of goods by the Association and

(c) the assets and liabilities of the Association.

34. The accounts shall be kept at the registered office of the Association or at such other place or places as the Committee of Management may think fit and shall always be open to the inspection of the Committee of Management.

AUDIT

35. Auditors shall be appointed and their duties regulated in accordance with the Act.

ALTERATION OF ARTICLES OF ASSOCIATION

36. (a) Subject to the provisions of the Act and the conditions contained in the Memorandum of Association of the Association the Association may at an extraordinary General meeting notice of which has been given in compliance with the provisions of Article 11 hereof from time to time by special resolution passed by a three-fourths majority of members present at such special meeting alter or repeal any of the Articles of Association or make new Articles to the exclusion of or in addition to any of the Articles of Association.

(b) Any Articles made under this Article shall be deemed Articles of Association of the Association and of the same validity as if they had been included in these Articles and shall be subject in the like manner to be altered or repealed by any subsequent resolution.

37. (a) The Association may from time to time make such regulations for the better management of any of its affairs including the management of any of its property and any activities under its control as it may think fit provided that no such regulations shall be binding on the Association until they have been approved by the Board of Management for the time being of Melbourne Legacy.

(b) No regulation or resolution of the Association shall be rescinded or amended or a new regulation made without the concurrence of not less than a three-fourths majority of those present at a special meeting called for the purpose. The notice calling such meeting shall set out the text of the proposed rescission amendment or new regulation proposed to be placed before such meeting.

COMMON SEAL

38. The Association shall have a Common Seal and provide for the safe custody thereof. The said Seal shall not be used except by the authority of the Committee of Management previously given and every instrument to which the Seal is affixed shall be signed by at least two members of the Committee of Management present at the meeting authorising the affixing of the Seal.

NOTICES

39. A notice may be given by the Association to any member either personally or by sending it by post to him to his registered address or (if he has no registered address within the State) to the address if any within the State supplied by him to the Association for the giving of notices to him. Where a notice is sent by post service of the notice shall be deemed to be affected by properly addressing prepaying and posting a letter containing the notice and to have been effected in the case of a notice of a meeting at the expiration of twenty four hours after the letter containing the same is posted and in any other case at the time at which the letter would be delivered in the ordinary course of post.

40. Notice of every General Meeting shall be given in the same manner as hereinbefore authorised to every member except those members who (having no registered address within the State) have not supplied to the Association an address within the State for the giving of notices to them. No other persons shall be entitled to receive notices of General Meetings.

MISCELLANEOUS

41. In the event of any question arising not provided for in these Articles the Committee of Management shall have power to decide such question.

INDEMNITY

42. No official or officer of the Association shall be liable for the accounts receipts neglects or defaults of any other officer or official or for the joining in any receipt or other act for conformity or for any loss or expense happening to the Association through the insufficiency or deficiency of any securities in or upon which any of the moneys of the Association shall be invested or for any loss or damage arising from the bankruptcy insolvency or tortious act of any person with whom any moneys securities or effects shall be deposited or for any loss damage or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto unless the same happen through his own wilful act or default.

WE the several persons whose names and addresses are subscribed being subscribers to the Memorandum of Association hereby agree to the foregoing Articles.

MORRIS JOHN GLADHALL TONKIN,
Dentist
57 Windella Ave., East Kew.

HUGH GERNER BRAIN,
Company Director and Secretary
415 Kooyong Rd., Elsternwick

PHILIP WOLFORD DIETRICH,
Director
18 Burton Ave., Hawthorn, Vic.

ROBERT CRICHTON ALLISON,
Funeral Director
35 Coleman Ave., North Kew, Vic.

GEORGE LEONARD EKINS,
Retired
43 Rix St., Glen Iris, Vic.

Dated the 25th day of August 1952.

Witness to all the above signatures.—

ARTHUR G. RYLAH,
Solicitor
Melbourne, C.1

All Communications to be addressed to:—

THE EXECUTIVE OFFICER
JUNIOR LEGACY
45 MARKET STREET,
MELBOURNE, C.1.
Telephone: MB 2854