

The Companies Acts 1948 to 1985

COMPANY LIMITED BY GUARANTEE AND  
NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION  
OF

**THE BRITISH TEXEL SHEEP SOCIETY LIMITED**

1. The name of the Company (hereinafter called "the Society") is "**THE BRITISH TEXEL SHEEP SOCIETY LIMITED**".
2. The registered office of the Society will be situate in Scotland.
3. The objects for which the Society is established are:
  - a. <sup>\*</sup>(i) The advancement of the arts, heritage, culture or science by the encouragement, promotion and improvement of the breeding of Texel Sheep in the United Kingdom of Great Britain and Northern Ireland or elsewhere and by the maintenance of the purity of the breed and with a view thereto if and so far as may be so thought fit, to purchase, import, breed, hire or otherwise acquire and hold, resell, let out on hire or otherwise deal in Texel sheep whether of British or foreign origin;
  - ii) and the advancement of citizenship or community development by supporting and promoting the interests of those who breed Texel sheep; and
  - (iii) and the advancement of education through the development of individual capabilities, skills and understanding by providing training and broader education in relation to the farming of Texel sheep;
- b. To compile, keep, maintain, edit, issue and publish a Flock Book of recognised and pure bred Texel sheep and a register or registers supplementary thereto of other recognised and qualified sheep for breeding purposes.
- c. To prepare and issue by way of sale or otherwise and on such terms or conditions as may be thought fit to members and others, certificates of entries made in the Society's Flock Book and supplementary registers and also records and statistics relating to Texel sheep or other sheep based on any records or statistics or other information obtained or compiled by the Society.

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<sup>\*</sup> clause 3(a) was amended pursuant to a special resolution of the Company passed on 29 October 2011

- d. To promote, organise, manage and hold or participate in the promotion, organisation, management and holding of shows and auctions and other sales of pedigree Texel Sheep and other sheep, and to arrange, to assist in the arrangement of any classes of sheep at any such shows as aforesaid, and to provide, present, subscribe to or otherwise promote or aid and support the provision and augmentation of prizes to be awarded at any such shows as aforesaid and to recommend and appoint suitable persons to act as judges thereat, and also to pay or make contributions towards the payment of expenses incurred by all or any of the exhibitors in or about the exhibition of sheep at any such shows as aforesaid which may be approved for this purpose by the Society.
- e. To investigate, adjudicate upon or otherwise determine or settle cases of doubtful or suspected pedigrees of Texel or other sheep derived from Texels and other disputes or questions relating to or connected with Texel sheep or members of the Society.
- f. To consider and promote or oppose legislation affecting the interest of sheep breeders.
- g. To publish and issue as the official organ of the Society any journal, newspaper or other periodical relating to sheep breeding.
- h. To purchase, take on lease or in exchange, hire or otherwise acquire any property heritable or movable real or personal and any rights or privileges which the Society 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 Society.
- i. To sell, let, borrow upon the security of mortgage, dispose of turn to account all or any of the property or assets of the Society as may be thought expedient with a view to the promotion of its objects.
- j. To undertake and execute any trusts which may lawfully be undertaken by the Society and may be conducive to its objects.
- k. To borrow or raise money for the purposes of the Society on such terms and on such security as may be thought fit.
- l. To invest the moneys of the Society 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.

- m. To establish and support or aid in the establishment and support of any charitable associations or institutions and to subscribe or guarantee any money for charitable purposes in any way connected with the purposes of the Society or calculated to further its objects.
- n. 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 Society shall take or hold any property which may be subject to any trusts, the Society shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.
  - (ii) The Society shall not support with its funds any object, or endeavour to impose on or procure to be observed by its members or others any regulation, restriction or condition which if an object of the Society would make it a Trade Union.
4. The income and property of the Society, whencesoever derived, shall be applied solely towards the promotion of the objects of the Society 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 Society. PROVIDED THAT nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the Society or to any member of the Society, in return for any services actually rendered to the Society, nor prevent the payment of interest at a rate not exceeding the current Bank overdraft rate on money lent or reasonable and proper rent for premises demised or let by any member to the Society, nor prevent the Society from purchasing sheep at reasonable and proper prices from any members for use at any artificial insemination station or any station establishment for the purpose of Ova Transplantation nor the gratuitous distribution among or sale at a discount to members or any other persons of any records statistics, periodicals, books or other publications, whether published by the Society or otherwise relating to any of its objects as set forth, nor prevent any member who may be a successful exhibitor at any such show as is mentioned in paragraph (d) of Clause 3 hereof from receiving as such exhibitor any prize, medal or other recognition which may, under the regulations affecting the said show, be awarded to such member, nor prevent the society repaying to any member all or any of the out-of-pocket expenses reasonably

and properly incurred by such member in or about the exhibition of sheep at any show approved for this purpose by the Society; but so that no member of the Board of Directors or Governing Body of the Society shall be appointed to any salaried office of the Society or any office of the society paid by fees, and that no remuneration or other benefit in money or money's worth shall be given by the Society to any member of such Board of Directors 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 Society or reasonable and proper remuneration at normal commercial rates for premises and facilities used by the Society or reasonable and proper purchase moneys for any sheep at any time sold by him to the Society for use at any artificial insemination station or any station establishment for the purpose of Ova Transplantation or any prize medal or other recognition to which he may become entitled as an exhibitor at any such show as aforesaid; provided that the provision last aforesaid shall not apply to any payment to any company of which a member of the Board of Directors or Governing Body may be a member, and in which such member shall not hold more than one hundredth part of the capital, and such member shall not be bound to account for any share of profits he may receive in respect of any such payment.

5. The liability of the members is limited.
6. Every member of the Society undertakes to contribute to the assets of the Society, 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 Society 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.
7. If upon winding up or dissolution of the Society 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 Society but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Society, 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 Society under or by virtue of clause 4 hereof, such institution or institutions to be determined by the members of the Society at or before the time of dissolution and if so far as effect cannot be given to such provision, then to some charitable object.

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.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Ian G. Johnstone	Boghouse, Crawfordjohn, Biggar	Fa
W K Jackson	Norwood, Symington, Biggar	Di
John McGregor	Boghill Farm, Lesmahagow	Fa
G B Hill	St.John's Kirk, Symington, Lanarkshire	Fa Ma
James A Minto	Craigknowe, Mid Road, Biggar	Fa
A D Grant	The Heft, Majoriebanks, Lockmaben	Ag Ad
Andrew Barr	Heathery Hall, Thankerton, Biggar	Fa
W Hogg	Colmsliehill, Galashiels	Fa

**DATED** the Twentieth day of January 1974

Name and address and description of witness to the above signatures

Ian A Stewart	57 High Street, Lanark	Ch Ac
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