

Number of  
Certificate

95587/1

Form No. 50.

"COMPANIES ACTS, 1862 to 1900."

REGISTERED  
94135



A  
Companies'  
Fees Stamp  
of 5s.  
should be  
impressed  
here.

COMPANY LIMITED BY SHARES.

Application for a Certificate of Incorporation to be filed by a Company which does not  
issue any invitation to the public to subscribe for its Shares. (Sect. 2 (3) of the Companies  
Act, 1900.)

Name of proposed Company—

*The Jewish Chronicle*

Limited.

Presented for filing by

*W. J. George & Co.*

*63 Queen Victoria Street E.C.*

The Solicitors' Law Stationery Society, Limited, 22, Chancery Lane, W.C., 29, Walbrook, E.C.,  
6, Victoria Street, S.W.,

PRINTERS AND PUBLISHERS OF COMPANIES' BOOKS AND FORMS.

Companies' Form 50.



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COMPANY LIMITED BY SHARES.

Application by the Subscribers to the Memorandum of Association of The

Jewish Chronicle

Limited,

being a Company such as is specified in section 2 (3) of the Companies Act, 1900, and which does not issue any invitation to the public to subscribe for its Shares, for a Certificate of Incorporation as a Limited Company under the Companies Acts, 1862 to 1900.

We, the several persons whose names are subscribed, hereby declare that

The Jewish Chronicle

Limited,

whose Memorandum of Association is delivered herewith, does not issue any invitation to the public to subscribe for its Shares.

NAMES, ADDRESSES, AND DESCRIPTIONS OF SUBSCRIBERS.

John Ernest Morris 63 Queen Victoria Street London E.C. Solicitor  
Alfred Hartman 63 Queen Victoria Street London E.C. Solicitor (Clerk)  
Gordon Duncan Bass 63 Queen Victoria Street London E.C. Solicitor's Clerk  
William Birch Canby 63 Queen Victoria Street London E.C. Solicitor's Articled Clerk  
Margaret Maude Humphreys 63 Queen Victoria St. London E.C. Clerk.  
Arthur Hyslop 63 Queen Victoria Street London E.C. Clerk  
Leopold Jacob Greenberg 81 Salisbury Rd. Broudbury N. 41  
Director

Dated this seventh day of November 1907.

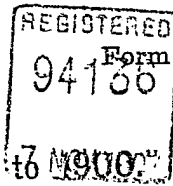
Witness to the above Signatures—

Reginald Roots.

63 Queen Victoria St.  
London. E.C.  
Solicitors Clerk

Number of  
Certificate

45587/4



Form No. 41.

"COMPANIES ACTS, 1862 to 1900"



A 5s.  
Companies'  
Registration  
Fee Stamp  
to be  
impressed  
here.

DECLARATION of Compliance with the requisitions of the Companies

Acts on behalf of a Company proposed to be registered as

The Jewish Chronicle

LIMITED.

Pursuant to Section 1 (2) of the Companies Act, 1900.

Presented for filing by

Lloyd George Roberts & Co.

63 Queen Victoria Street, E.C.

The Solicitors' Law Stationery Society, Limited, 22, Chancery Lane, W.C., 29, Walbrook Lane, E.C.,  
6, Victoria Street, S.W.

PRINTERS AND PUBLISHERS OF COMPANIES' BOOKS AND FORMS.

Companies' Form 6c.—F500-3-07



174

J. Arthur Rhye Roberts  
of 63 Queen Victoria Street London E.C.  
a partner in the firm of Lloyd George Roberts & Co  
Solicitors of the same place

(a) Here insert :  
"A Solicitor of  
the High Court  
engaged in the  
formation,"  
or  
"A Director or  
Secretary named  
in the Articles of  
Association."

Do solemnly and sincerely declare that I am <sup>(a)</sup> a Solicitor  
of the High Court engaged in the formation

of The Jewish Chronicle

Limited, and That all and every the requisitions of the Companies Acts 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 Grand House  
63 Queen Victoria Street in the  
City of London.  
the seventh day of November  
One thousand nine hundred and seven

J. Arthur Rhye Roberts

Before me,

Charles Sturt

A Commissioner for Oaths.

Number of  
Certificate

95587/3

97322

2.30

Form No. 15.

# THE STAMP ACT, 1891.

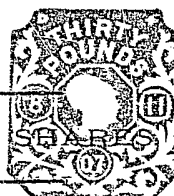
(54 & 55 Vict. Ch. 39.)

REGISTERED

94137

COMPANY LIMITED BY

7 NOV 1907



## Statement of the Nominal Capital

OF

The Jewish Chronicle

LIMITED.

Pursuant to Section 112 of the Stamp Act, 1891, as amended by Section 7 of the Finance Act, 1899.

NOTE.—The Stamp Duty on the Nominal Capital is Five Shillings for every £100 or fraction of £100.

This Statement is to be filed with the Memorandum of Association, or other Document, when the Company is registered.

Presented for filing by

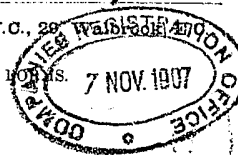
Chapman Roberts & Co.

63 Queen Victoria Street E.C.

The Solicitors' Law Stationery Society, Limited, 22, Chancery Lane, W.C., 28, 6, Victoria Street, S.W.

PRINTERS AND PUBLISHERS OF COMPANIES' BOOKS AND FORMS.

Companies Form 6.—1150-5-07 W239



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# THE NOMINAL CAPITAL

OF

The Jewish Chronicle

, Limited,

is £ 13,000, divided into 13,000

Shares of £1 each.

Signature

*[Handwritten Signature]*

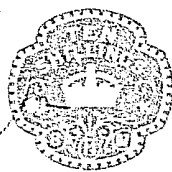
Officer

*[Handwritten Signature]*

Dated the seventh day of

November 1907.

*This Statement should be signed by an Officer of the Company.*



*The Companies Acts, 1862 to 1900.*

COMPANY LIMITED BY SHARES.

## Memorandum of Association

OF THE

## JEWISH CHRONICLE, LIMITED.



1. The Name of the Company is the JEWISH CHRONICLE, LIMITED.

2. The Registered Office of the Company shall be situate in England.

3. The Objects for which the Company is established are :—

(A) To purchase, acquire or take over as a going concern, or otherwise, from any person or persons, whether a Member of the Company or not, any business in relation to the ownership, production, or publication of any newspaper or publication, and all or any rights, assets, or property, whether real or personal, related thereto or connected therewith, and in particular the London newspaper entitled the JEWISH CHRONICLE, now published at 2, Finsbury Square, in the County of London, together with the goodwill of the said business and the said newspaper and all or any of the property or assets connected therewith, and with a view thereto to enter into and carry into effect, either with or without modification, the Agreement mentioned in Clause 2 of the Company's Articles of Association.

(B) To conduct and carry on the JEWISH CHRONICLE and the businesses of illustrated and other newspaper and magazine proprietors, printers and publishers, news



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agents, journalists, and literary agents in all their respective branches, and to acquire, start, print, publish and circulate and otherwise deal with any newspaper or newspapers, journals, magazines, periodicals, pamphlets, print books, or other publications.

- (c) To carry on the several businesses of printers, book-sellers, paper-makers, lithographers, press-cutting news and literary agents, newspaper or parcel distributors, dealers in copyright, art journalists, picture dealers, colour and other printers, bookbinders, engravers, photographers, photographic printers, stereotypers, electrotypers, bill posters, machinists, type-founders, newsvendors, booksellers, lithographers, printsellers, stationers, ink manufacturers, advertising agents, advertising contractors and designers of advertisements respectively in all their branches, and to carry out any scheme of competition, rewards, premiums and prizes, or any other businesses, manufactures or schemes that may seem to the Company expedient in the interests of the Company, or which may be calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights.
- (d) To build, construct, erect, purchase, hire, pull down, rebuild, or otherwise acquire or provide, and from time to time to renew, repair, enlarge, restrict, improve, alter, modify, and otherwise deal with any buildings, offices, workshops, stables, warehouses, hoardings, advertising stations, plant or machinery, utensils, tools, stock, article, or other thing which may be useful or convenient for the purpose of carrying out any of the objects of the Company, or for carrying on or developing the business for the time being carried on by the Company.
- (e) To purchase, take on lease, or otherwise acquire and hold lands and other hereditaments of any tenure and property of any kind in the United Kingdom and in foreign countries for any purposes of the Company and to dispose of the same.
- (f) To sell, exchange, mortgage, lease or otherwise deal with, either absolutely, conditionally or for any limited interest, the undertaking or property, rights, or privileges of the Company, or any part thereof, as a

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going concern or otherwise, to any public body, corporation, company, society, or association, whether incorporated or not, or to any person or persons, for such consideration as the Company may think fit, and in particular for cash, shares, debenture securities, stocks, securities, or property of any other company, to distribute any of the assets or property of the Company among the members in specie or otherwise, but so that no distribution amounting to a reduction of capital be made without the sanction of the court where necessary.

- (c) To promote, organise, register, and to aid and assist in the promotion, organisation and registration of any company or companies, either in Great Britain or elsewhere, for the purpose of acquiring, working, or otherwise dealing with any of the property, rights or liabilities of this Company, or any property in which this Company is interested, or for any other purpose, with power to assist such company or companies by paying or contributing towards the preliminary expenses, or providing the whole or part of the capital thereof, or by taking or subscribing for shares preferred or ordinary, or by lending money thereto upon debentures or otherwise, and to incur, and pay out of the property of the Company, any costs and expenses which may be expedient or useful, or supposed to be expedient or useful, in or about or incident to the promotion, organisation, registration, advertising, and establishment of any such company, and to the issue and subscription of the share and loan capital, including brokerage and commissions for obtaining applications, or placing, or guaranteeing the placing of the shares, or any debentures, debenture stock, or other securities thereof, and to undertake the management, and secretarial or other work, duties, and business of any company on such terms as may be arranged.
- (ii) To lend and advance money upon the security of real or personal property of any kind whatsoever, and in particular to subscribers to and advertisers in publications of the Company, customers and persons having dealings with the Company.
- (i) To make, accept, issue, indorse, and execute bills of exchange, promissory notes, and other negotiable

instruments, and to discount, buy, sell, and deal in the same.

- (j) To borrow or raise money for the purposes of the Company, in such manner and upon such terms as may seem expedient, and to secure the repayment thereof, and moneys owing or obligations incurred by the Company, by redeemable or irredeemable bonds, debentures, or debenture stock (such bonds, debentures, or debenture stock being made payable to bearer, or otherwise, and payable either at par, or at a premium, or discount) or by mortgages, scrip certificates, bills of exchange, or promissory notes, or by any other instrument, or in such other manner as may be determined, and for any such purposes to charge all or any part of the property of the Company, both present and future, including its unpaid capital, and to allot the shares of the Company, credited as fully or partly paid up, or bonds, debentures, or debenture stock issued by the Company, as the whole or part of the purchase price for any property purchased by the Company, or in full or part satisfaction of any obligation or liability on the part of the Company, or for any valuable consideration.
- (k) To make donations to such persons and in such cases, and either of cash or other assets of the Company or a part or share of or interest in or bonus out of the profits of the Company as may be thought directly or indirectly conducive to any of the Company's objects or otherwise expedient, and in particular to remunerate any employee of the Company or any person or corporation introducing business to the Company, and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition, or for any public, general, national, racial, or international or other object, and to aid in the establishment and support of associations for the benefit of persons employed by or having dealings with the Company.
- (l) To purchase or otherwise acquire and undertake all or any part of the business, property, goodwill and liabilities of any company, corporation, society, partnership or persons carrying on, or about to carry on, any business which this Company is authorised to carry on, or which is in any respect similar to the objects of this Company.

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(p) To do all  
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or which is capable of being conducted so as directly or indirectly to benefit this Company, or possessed of property deemed suitable for the purposes of this Company, and to enter into partnership or into any arrangement with respect to the sharing of profits, union of interests, or amalgamation, or reciprocal concession or co-operation, either in whole or in part, with any such company, corporation, society, partnership or persons, and to lend money to or guarantee the contracts or obligations of or otherwise assist any such company, corporation, society, partnership or person.

- (m) To pay out of the funds of the Company all expenses of and incident to the formation, registration and flotation of the Company, and the issue and subscription of the original or any future share or loan capital, including brokerage and commissions for, obtaining absolute, conditional or qualified applications for, or placing or guaranteeing the placing of any such shares, or any debentures, debenture stock, or other securities of this Company.
- (n) To invest any of the moneys of the Company upon such investments as may from time to time be determined on, whether authorised for investment of trust funds or not, but none of the moneys of the Company shall be invested or expended in the purchase of the shares or stock of the Company.
- (o) To do all or any of the above things, either as principals, agents, contractors, trustees, or otherwise, and either alone or in connection with others, and either by or through agents, sub-contractors, trustees, or otherwise, with power to appoint a trustee, or trustees, personal or corporate, to hold any property on behalf of the Company, and to allow any property to remain outstanding in such trustee or trustees.
- (p) To do all such other things as are incidental or may be thought conducive to the attainment of the above objects or any of them, and the intention is that the objects specified in each of the paragraphs in this Clause shall, except where otherwise expressed in such paragraphs, be regarded as independent objects and shall be in nowise limited or restricted by reference to or inference from

the terms of any other paragraph or the name of the Company.

4. The liability of the members is Limited.

5. The Capital of the Company is £13,000, divided into 13,000 shares of £1 each, with power to increase, consolidate, subdivide, or reduce the Capital from time to time.

6. Any of the Original Shares for the time being unissued, or any new shares from time to time to be created, may from time to time be issued with any such guarantee or share of profits, or any such right of preference whether in respect of dividend or of repayment of Capital, or distribution of assets or otherwise, or with any other special privilege or advantage over any shares previously issued, or not issued, or then about to be issued, or subject to any conditions or provisions, and with any special rights, whether as to voting or otherwise, or without any such rights, and generally on such terms as may from time to time be determined.

7. So long as the Capital of the Company by reason of the issue of Preference Shares or otherwise is divided into different classes of shares, all or any of the rights, privileges, qualifications or restrictions attached to each class may be affected, modified, extinguished, commuted, abrogated or dealt with in any manner by agreement between the Company and any person purporting to contract on behalf of that class, provided that such agreement is ratified in writing by the holders of at least three-fourths of the issued shares of the class, or is confirmed by an Extraordinary Resolution passed at a separate General Meeting of the holders of shares of the class affected, or if more than one class, of every such class, called by notice to each of such Shareholders, and all the provisions in the Articles of Association of the Company for the time being as to General Meetings and votes shall, *mutatis mutandis*, apply to every such meeting, but so that the quorum thereof shall be Members holding or representing by proxy three-fourths of the nominal amount of the issued shares of the class.

8. It shall be lawful for the Directors to accept subscriptions for shares at any time, and subject to the regulations contained in the Articles of Association of the Company for the time being to allot the same coupled with the condition that the subscribers shall be entitled at some future date, or within a postponed period, to subscribe for further shares at a fixed price, and the Company shall be obliged to give effect to any such arrangement that may be made by the Directors.

And, the several  
are desirous of being  
Memorandum of  
number of Shares  
respective names.

Names, Addresses

Alfred Har  
Gordon Dun  
William Birch  
Mary Ann  
John Samuel  
Arthur Rhy  
13 Queen St  
Leopold Jacob  
M. J. J. J.

Dated this

Witness to

subdivide, or

unissued, or from time to profits, or any d or of repay- e, or with any viously issued, any conditions s to voting or n such terms as

son of the issue  
erent classes of  
s or restrictions  
by agreement  
contract on behalf  
ied in writing  
d shares of the  
on passed at a  
e class affected,  
notice to each  
the Articles of  
General Meetings  
meeting, but so  
representing by  
shares of the

subscriptions for  
contained in the  
being to allot the  
shall be entitled  
to subscribe for  
and be obliged to  
made by the

### Names, Addresses, and Descriptions of Subscribers.

Number of Shares  
taken by  
each Subscriber.

Alfred Hart Cohen	63 Queen Victoria St London E.C. 4	one share	-
Gordon Duncan Carr	63 Queen Victoria St London E.C. 4 Solicitor's Clerk	one share	-
William Birch Carole	63 Queen Victoria St London E.C. 4 Solicitor's Clerk	one share	-
Harriet Hunt Humphreys	63 Queen Victoria St London E.C. 4 Clerk	one share	-
John Ernest Morris	63 Queen Victoria St London E.C. 4 Solicitor	one share	-
Arthur R. G. Roberts	63 Queen Victoria St London E.C. 4	one share	-
Leopold Jacob Greenberg		One share.	-
M. P. Kychko	63 Queen Victoria St London E.C. 4		

Dated the 25th day of November, 1907.

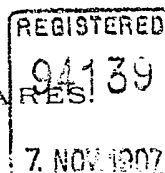
Witness to the Signatures of— *The above named.*

Reginald Root  
63 Queen Victoria St  
London. E.C.  
Solicitors Clerk.



95587/5  
The Companies Acts, 1862 to 1900.

COMPANY LIMITED BY SHARES



## Articles of Association

OF THE

# JEWISH CHRONICLE, LIMITED.

The provisions of Table "A" in the First Schedule to the Companies Act, 1862, shall not apply to the Company, but in lieu thereof the following shall be the Articles of Association of the Company:—

### INTERPRETATION.

1. In the construction of these Articles, words importing the singular number shall include the plural number, words importing the plural number shall include the singular number, words importing the masculine gender shall include the feminine gender, words importing persons shall include corporations, "the Statutes" shall mean the Companies Acts, 1862 to 1900, and every other Act for the time being in force concerning Joint Stock Companies and affecting this Company, and writing shall include printing, lithography, and other substitutes for writing. Subject to the provisions of this Article any words defined in the Statutes shall, if not inconsistent with the subject or context, bear the same meaning in these presents.

### AGREEMENT.

2. The Directors shall in the name and on behalf of the Company forthwith enter into an Agreement in the terms of the draft already prepared and expressed to be made between Leopold Jacob Greenberg of the one part, and the Company of the other part, a copy whereof



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has for the purpose of identification been subscribed by three of the signatories to these presents; and the Directors shall carry the said Agreement into effect with full power nevertheless from time to time to agree to any modification of the terms of such Agreement either before or after the execution thereof. And such Agreement or any modification thereof shall not be invalid or voidable by reason of the fact that the said Leopold Jacob Greenberg or the Directors sanctioning the same or some or one of them are or is interested in the Agreement as a vendor or beneficially or otherwise than as a Director, or that the Board of Directors is not an independent Board.

#### SHARES.

3. The Directors may allot and issue fully or partly paid up shares, and any other shares in the Company, as payment or part payment for any property or right acquired, or for services rendered or to be rendered to the Company, or for money; and such shares may be issued as, and if so issued, shall be deemed to be fully paid or partly paid shares. It shall be lawful to pay a commission of £100 per centum for the subscription or for guaranteeing or underwriting the subscription of any shares of the Company.

4. If two or more persons are registered as joint holders of any share, any one of such persons may give effectual receipts for any dividend payable in respect of such share.

5. The Company shall not be obliged to recognise any partial, equitable, future or contingent interest in any share or any interest in respect of any share other than the interest of the registered holder thereof or his duly appointed Attorney, of whose appointment the Company shall have written notice.

6. Every Member shall be entitled to a certificate under the common seal of the Company specifying the shares held by him and the amounts paid up thereon, joint holders being entitled to one such certificate, which may be delivered to any one of them. Any one of two or more joint holders may give effectual receipts for any dividend, bonus, or other money, whether capital or income, payable in respect of such share.

7. If such certificate be worn out or lost, it may be renewed on payment of One shilling or such less sum, and on such terms as to evidence and indemnity or otherwise, as the Directors may prescribe.

8. The Company may from time to time, whether the shares for the time being authorised shall have been issued or not, by

extraordinary resolution in shares, either with or without or not to any restrictions, and by the Memorandum of Association authorise the issue of any shares on any preferential rights or upon any such terms, and upon any shares so to be issued of the Directors thereafter there shall be more than one issued so as to prejudice or of any existing class of shares of a majority of the holders person or by proxy at the holders of such existing shares.

9. The Company may issue shares in the manner and with the powers allowed by statute, and such shares may be divided into different classes.

10. The Directors may call up any sum unpaid on shares paid up, subject to the conditions and sums to be paid on application they think fit, and may, from time to time, make such Calls in respect of any shares. Provided that (unless otherwise provided) no call shall be made on any shares until the shares have been called for, and that no call shall be made on any shares until after the day on which the shares were called for, and each Member shall be liable to pay the call at the time and place specified.

11. The liability of a Member for calls or sums payable on shares shall not be affected by the death or insanity or bankruptcy of the Member.

12. A call shall not be made on any shares until after a resolution of the Directors has been passed.

13. If the call or sum payable on any shares be not paid on or before the day specified, the Directors may, at their discretion, refuse to register any transfer of such shares.

extraordinary resolution increase the capital by the issue of new shares, either with or without any preferential rights, or subject or not to any restrictions, and generally upon any terms authorised by the Memorandum of Association, and in like manner may authorise the issue of any shares for the time being unissued, with any preferential rights or subject to any restrictions and generally upon any such terms, and may determine the amount to be paid up on any shares so to be issued without prejudice to the power of the Directors thereafter to make calls. Provided that whenever there shall be more than one class of shares, no shares shall be issued so as to prejudice or affect the rights or position of the holders of any existing class of shares, unless with the consent by resolution of a majority of the holders of such class of shares present in person or by proxy at a meeting constituted exclusively of the holders of such existing shares.

9. The Company may at any time reduce the capital, or sub-divide shares in the manner and with all or any of the incidents prescribed or allowed by statute, and such reduction or sub-division may be made with respect of any one class of share, or so as to deal differently with different classes.

#### CALLS.

10. The Directors may, with respect to any shares not issued as paid up, subject to the conditions of any issue of shares, require such sums to be paid on application for and on allotment of such shares as they think fit, and may, subject as aforesaid, from time to time make such Calls in respect of moneys unpaid upon shares as they think fit. Provided that (unless otherwise arranged as part of the contract for taking the shares) seven days' notice at least shall be given of each call, and that no call shall exceed one-fourth of the nominal amount of the shares, or be made payable on a day before two calendar months after the day on which the last previous call was made payable, and each Member shall be liable to pay the amount of calls to the person and at the time and place appointed by the Directors.

11. The liability of joint holders of a share in respect of the calls or sums payable on such share shall be several as well as joint.

12. A call shall be deemed to have been made at the time when a resolution of the Directors authorising such call was passed.

13. If the call or any other amount payable in respect of any share be not paid on or before the day appointed for payment thereof,



14. The Directors may, if they think fit, receive from any Member willing to advance the same, all or any part of the moneys unpaid upon the shares held by him beyond the sums actually called up, and the money so paid in advance, or so much thereof as shall from time to time be in advance of calls, may, as the Directors and the Members paying the same may agree, be treated either as entitling the holder for the time being of the share to dividends, or as entitling such holder to interest at such rate and on such terms as the Member paying such sum in advance and the Directors shall agree upon.

15. Every transfer of a share shall be by instrument in writing signed both by the transferor and by the transferee, and the transferor shall be deemed to remain the holder of such share until the name of the transferee is entered in the Register in respect thereof.

16. Subject to the provisions of these presents shares in the Company may be transferred in the usual common form, or in such other form as the Directors shall approve.

17. Before registration of any transfer, the instrument of transfer shall be left at the Office of the Company, together with the certificate of the shares to be transferred, and together with any other evidence the Directors may require to prove the title of the transferor, and the transfer shall thenceforward, subject to production at all reasonable times, at the request of the transferor or transferee, or the assigns of the transferee, be kept by the Company.

18. There shall be paid at the time of leaving the transfer, in respect of the registration of any transfer or transmission of shares, such sum not exceeding Two shillings and sixpence as the Directors shall from time to time prescribe.

19. The Directors may, in their uncontrolled discretion, decline to register the transfer of any share or shares, and the Directors shall not be bound or required to state their reasons for any refusal.

20. The transfer exceeding 30 days prior may determine.

21. The legal person shall be the only person to his shares.

22. Subject to  
entitled to a share in  
insolvency of any Share  
transfer in accordance  
of the Directors (who  
give), and upon proof  
sufficient, be registered  
with the like consent,  
a transfer in accordance  
registered as such by  
Article shall be subject  
transfers by registered  
the same discretion to  
as in the case of trans

23. No person shall have any rights in respect of the shares conferred upon him by or under the Act to receive dividends (if any) payable on such shares until the transmission of interest in such shares has been registered as the holder of such shares.

24. When an instrument is properly executed by an officer of the Company, and appearing by such instrument to be prescribed by the regulations of the instrument of transfer, it shall be valid and not subject to invalidity in such instrument, and shall be entitled as against the Company as a valid transfer, and payment made or received shall be valid before notice is given of the transfer.

25. If any M  
in respect of any s

20. The transfer books may be closed during such time not exceeding 30 days preceding any General Meeting as the Directors may determine.

21. The legal personal representatives of a deceased Shareholder shall be the only persons recognised by the Company as having a title to his shares.

22. Subject to the provisions of these presents any person entitled to a share in consequence of the death, bankruptcy or insolvency of any Shareholder, or by any lawful means other than by transfer in accordance with these regulations, may, with the consent of the Directors (which they shall not be under any obligation to give), and upon producing such evidence as the Directors think sufficient, be registered himself as a holder of such share, or may, with the like consent, and upon producing such evidence and executing a transfer in accordance with these regulations, have his transferee registered as such holder. Provided that all transfers under this Article shall be subject in all respects to the same provisions as transfers by registered Members, and that the Directors shall have the same discretion to refuse to register a transfer under this Article as in the case of transfer by registered Members.

23. No person claiming a title to a share by transmission shall have any rights in respect of such share except the rights expressly conferred upon him by the regulations of the Company, and a right to receive dividends (if any) actually declared before the death or other transmission of interest, and all dividends declared on a share after such transmission of interest shall be payable to the person next registered as the holder of the share.

24. When an instrument of transfer, purporting to have been properly executed by the transferor, shall have been left at the Office of the Company, and the Company shall have given to the person appearing by such document to be the transferor notice in manner prescribed by the regulations of the Company of the receipt of such instrument of transfer, the Company shall (notwithstanding that any invalidity in such instrument of transfer be afterwards discovered) be entitled as against such last-mentioned person to treat such instrument as a valid transfer, and shall not be liable to such person for any payment made or act done on the footing of such instrument being valid before notice of any invalidity therein.

#### FORFEITURE AND SURRENDER OF SHARES.

25. If any Member fails to pay any call or instalment payable in respect of any share on the day appointed for payment thereof, the

Directors may at any time thereafter during such time as the call or instalment remains unpaid serve a notice on him to pay the same, together with interest and any expenses that have accrued by reason of such non-payment, and stating that in the event of non-payment on some day and at some place (either the Office of the Company or a bank) named in such notice, the share will be liable to be forfeited.

26. If the requisitions of any such notice as aforesaid are not complied with, any share in respect of which such notice has been given may at any time thereafter be forfeited by a resolution of the Directors to that effect, and the holder thereof shall thereupon cease to have any interest therein, or any claims or demands against the Company in respect of the share, and his name may be removed from the Register as such holder. Provided that the Directors may waive the forfeiture of any share, with or without consideration, and either unconditionally or upon any terms.

27. The liability to pay to the Company all calls, instalments, interest and expenses owing upon any shares at the time of forfeiture shall continue notwithstanding such forfeiture.

28. The Directors may accept a gratuitous surrender of any fully-paid share on such terms as they think fit, provided that no part of the assets of the Company shall be employed in the purchase of or lent upon the security of the Company's own shares.

29. All forfeited or surrendered shares shall be deemed the absolute property of the Company and may be cancelled, sold, re-allotted or disposed of as the Directors see fit, and any person may be registered as the purchaser or holder thereof.

#### LIEN ON SHARES.

30. The Company shall have a first permanent and paramount lien on the shares of any Member who shall be indebted or under any liability to the Company, and on all dividends or benefits accruing to him by virtue of such shares for the payment or discharge of the debt or liability, whether the same be present or future, actual or contingent, and of any interest thereon, and such lien shall exist for the debts and liabilities of such Member, either solely or jointly with any other person, and for any debts and liabilities incurred before an actual registration of a transfer, notwithstanding that the Directors may have refused such registration, and shall extend to the interest in any share belonging to any Member jointly with any other person,

provided that the Directors may, at any time, by resolution, waive or vary the provisions of this Article with relation to the share, in whole or in part, to such extent, and generally, as the Directors think fit, and that effect.

31. The Company may, at any time, by resolution, sell or by forfeiture, or otherwise, any share which has been forfeited, and the profits in respect thereof shall be paid to the person to whom the share is sold.

32. For the purpose of the sale of any share acquired by the Company, the Directors may prefer the sale of any share to the sale of any other share, and the Directors may, at any time, confer the same right to confer the same right by the Member in whole or in part, that the sale of any share without one month's notice.

33. The remedy of the Company in respect of the forfeiture of a share, shall be limited to the recovery of damages only, and shall not extend to a share as against the person to whom the share is sold, or to the person who disposed of under the share.

34. The Directors may, at any time, by resolution, require any of the Company's unpaid Calls and interest thereon (whether charged), and may charge any other securities for the same, either at par or at a discount, and upon such terms and conditions as the Directors may think fit, and contract to redeem the same at a discount.

provided that the Directors shall have power to exempt from the provisions of this Article or to modify in any way such provisions with relation to the shares of the Company, either altogether or to any extent, and generally in such manner and upon such terms as the Directors think fit, and to enter into any contract or engagement to that effect.

31. The Company shall be entitled to give effect to such lien by sale or by forfeiture and re-issue of the shares, or by retaining all profits in respect thereof, or by any combination of such means.

#### TITLE TO SHARES.

32. For the purpose of giving effect to a sale of any share acquired by the Company by forfeiture or surrender, which the Directors may prefer to sell rather than to cancel and re-issue, or to the sale of any share in respect of which such lien as aforesaid exists, the Directors may execute under the Company's seal a transfer of such share to the purchaser thereof, and such transfer shall operate to confer the same rights upon the transferee as if it had been executed by the Member in whose name the share shall be registered, provided that the sale of any share in respect of a lien shall not take place without one month's previous notice to the registered holder thereof.

33. The remedy of any Shareholder for any irregularity in any forfeiture of a share, or the enforcing of a lien or alleged lien, shall be in damages only, and the Register shall be conclusive evidence of title to a share as against any person claiming as a former holder of a share which the Directors shall have purported to forfeit, cancel or dispose of under the regulations of the Company.

#### BORROWING OF MONEY.

34. The Directors may at their discretion borrow or raise any money for the purposes of the Company on the security of all or any of the Company's undertaking, property, and assets (including unpaid Calls and unpaid Capital so far as the same can lawfully be charged), and may create mortgages, debentures, debenture stock, or other securities for the purpose, either redeemable or perpetual, and either at par or at a premium or discount, and generally in such form and upon such terms in all respects as they think fit, and may redeem and contract to redeem any such securities at par or at a premium or discount.

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43. Seven clear days, and the hour of general nature of such every General Meeting any Member, or the proceedings of any

44. All business of the Extraordinary General Assembly shall be special that is transacted at the re-election of the directors, the fixing the remuneration of the directors, of dividends, and the approval of the annual and ordinary reports.

45. No business except the declaration of dividends may be presented, either in person or by proxy, at such meeting, and the proceeds to business by proxy, holding capital, the holders at such meeting, shall be personally present.

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41. Upon the receipt of such requisition the Directors shall forthwith convene an Extraordinary General Meeting. If they do not proceed to cause the same to be held within 21 days from the date of the requisition being so deposited, the requisitionists or a majority of them in value, or any other Members holding in the aggregate paid-up share capital to an amount which would entitle them to require the Directors to convene a meeting, may themselves convene an Extraordinary General Meeting (but any meeting so convened shall not be held after three months from the date of such deposit), and may also without a fresh requisition to the Directors convene a second meeting for the purpose of confirming as a special resolution any resolution properly passed for the purpose at the first meeting.

42. If at any such meeting a resolution requiring confirmation at another meeting is passed, the Directors shall forthwith convene a further Extraordinary General Meeting for the purpose of considering the resolution, and, if thought fit, of confirming it as a special resolution; and, if the Directors do not convene the meeting within seven days from the date of the passing of the first resolution, the requisitionists, or a majority of them in value, may themselves convene the meeting.

43. Seven clear days' notice in writing, specifying the place, the day, and the hour of meeting, and in the case of special business, the general nature of such business, shall be given to the Members before every General Meeting; but the accidental omission to give notice to any Member, or the non-receipt of notice, shall not invalidate the proceedings of any General Meeting.

44. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and all business shall be deemed special that is transacted at an Ordinary Meeting, with the exception of the re-election of retiring Directors, the appointment of Auditors, the fixing of the remuneration of Auditors and Directors, the sanctioning of dividends, and the consideration of the accounts and balance-sheet, and ordinary report of the Directors.

45. No business shall be transacted at any General Meeting except the declaration of a dividend unless a quorum of Members be present, either in person or by proxy, at the time when the meeting proceeds to business. Three or more Members present in person or by proxy, holding together one-tenth or upwards of the share capital, the holders for the time being of which are entitled to attend at such meeting, shall form a quorum, provided that two at least must be personally present.

46. If within half-an-hour from the time appointed for the meeting a quorum be not present, the meeting, if convened by Members under the powers aforesaid, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day at such other time and place as the Members then present shall determine.

47. At any adjourned General Meeting originally convened by the Directors, with or without requisition from Members, the Members present, whatever their number, shall have power to decide on all matters which might have been disposed of at the meeting from which the adjournment took place as if a quorum had been present thereat,

provided that three days' notice must be given to the Members of such adjournment, in order to enable special business to be transacted thereat by less than a quorum.

48. The Chairman of the Board of Directors (if any) shall preside as Chairman at General Meetings of the Company.

49. If there is no such Chairman, or if at any meeting he is not present within fifteen minutes after the time appointed for holding the meeting, the Members present shall choose one of their number to be Chairman.

50. The Chairman may, with the consent of the meeting, adjourn any 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.

51. At every General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands by a majority of the members personally present unless before or upon the declaration of the result of the show of hands a poll be ruled by the Chairman to be necessary or be demanded in writing by at least two members present in person or by proxy and entitled to vote.

52. At any General Meeting, unless a poll is demanded by any person present and entitled to vote, a declaration by the Chairman that a resolution has been carried, or carried by a particular majority, or lost, and an entry to that effect in the books of proceedings of the Company shall be sufficient evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against such resolution.

53. No poll shall be demanded on the appointment of a Chairman or on the question of adjournment.

54. If a poll is demanded by a person entitled to demand the same it shall be taken at such time and place, either then and there or not, and in such manner as the Chairman directs, and the result of such poll shall be deemed to be a resolution of the Company in General Meeting. In case of an equality of votes (either on a show of hands or on a poll) at any General Meeting, the Chairman shall be entitled to a second or casting vote.

55. Any Meeting of the holders of one class or description of shares shall be convened and conducted in all respects, or as nearly as possible in the same way as an extraordinary General Meeting of

the Company, provided that the Member is entitled to notice thereof and that the shares of the class are not subject to special resolutions to be proposed at the meeting in respect of shares of

56. On a show of hands each Member shall have one vote. In case of a poll, each Member's proxy shall have one vote. No Member shall be entitled to vote if his shares have been paid up.

57. If a Member is a holder of shares in the name of a corporation, he may vote in respect of such shares as the Directors may determine at the Registered Office of the Company at the meeting, but otherwise he may not vote if he is not registered in the name of the Company.

58. If two or more persons are registered as holders of shares, only one of them shall be entitled to vote at such meeting.

59. Votes may be given either personally or by proxy. A proxy shall be in writing and shall be signed by the appointor or by a corporate officer or by some other person authorized by the appointor.

60. Joint holders of shares, or a corporation acting by its proxy, and a corporation acting by its proxy, shall be entitled to vote at a meeting. Save as otherwise provided, a person shall not be entitled to act as a proxy at a meeting unless he is a Member of the Company. No instrument appointing a proxy shall be valid unless it is signed by the Member or by a corporation acting by its proxy, and it is not used on the adjournment of a meeting intended to be given.

the Company, provided that no Member, not being a Director, shall be entitled to notice thereof or to attend thereat, unless he be a holder of shares of the class intended to be affected by the resolution or resolutions to be proposed thereat, and that votes shall only be given in respect of shares of that class.

### VOTES.

56. On a show of hands each Member personally present shall have one vote. In case of a poll each Member present in person or by proxy shall have one vote for each share held by him; provided that no Member shall be entitled to vote unless all calls due in respect of his shares have been paid.

57. If a Member is a lunatic or idiot his committee or *curator bonis* may vote in respect of his share, provided that such evidence as the Directors may require shall have been deposited at the Registered Office of the Company not less than three days before the meeting, but otherwise no vote shall be accepted in respect of a share registered in the name of a person under disability.

58. If two or more persons jointly entitled to any share be present at a meeting, the person whose name stands first in the register as one of the holders of such share, and no other, shall be entitled to vote at such meeting in respect of the same.

59. Votes may be given personally on a show of hands, and either personally or by a proxy on a poll. The instrument appointing a proxy shall be in writing under the hand of the appointor, or if the appointor be a corporation, under their common seal, or under the hand of some officer duly authorised in that behalf.

60. Joint holders may appoint any one of their number their proxy, and corporations may appoint any of their officers or members their proxy. Save as aforesaid no person shall be appointed a proxy, or act as a proxy at any meeting, unless at the time of the appointment he be a Member and qualified to vote, nor unless the instrument of appointment be deposited at the Registered Office of the Company not less than 24 hours before the time fixed for holding the meeting at which the Member named in such instrument purposes to vote. No instrument appointing a proxy shall be valid after the expiration of two months from the date of its execution, except that it may be used on the adjournment of the meeting for which it was originally intended to be given, and except that any shareholder residing or



travelling abroad may deposit at the Office of the Company an instrument (properly stamped for this purpose) valid for all meetings whatsoever during such absence abroad and until revocation. The Directors may require evidence of the identity of any person claiming to act as a proxy who is not a member of the Company and in default of satisfactory evidence any votes tendered or cast by such person may be disallowed or his attendance at such meeting prohibited.

61. Every instrument of proxy shall be in the form commonly used in the case of companies limited by shares, or in such other form as the Directors may prescribe or approve.

62. The Directors may prepare and issue stamped instruments for the appointment of proxies, and may send stamped envelopes to the Members of the Company at the expense of the Company.

63. If any votes are given or counted at a General Meeting which shall afterwards be discovered to be improperly given or counted, the same shall not affect the validity of any resolution or thing passed or done at the said meeting unless the objection to such votes be taken at the same meeting, and not in that case unless the Chairman shall then and there decide that the error is of sufficient magnitude to affect such resolution or thing.

#### CONTROLLING EDITOR

64. The policy of the JEWISH CHRONICLE Newspaper on all matters and questions, and the insertion of all printed matter in the said newspaper shall, subject to the terms of the Agreement specified in Article 65, be under the control and subject to the approval of Mr. Leopold Jacob Greenberg, of 82, Fordwych Road, Brondesbury, London, N.W. (hereinafter called the Controlling Editor), and he shall be paid at the rate of £200 per annum, or such larger amount as the Directors may from time to time determine, in addition to any such sum or sums (if any) as he may become entitled to be paid for remuneration as a Director under the provisions of these presents.

65. The Controlling Editor shall hold office for such period and upon such terms as are prescribed in an Agreement which shall forthwith be entered into by the Company and carried into effect and a draft whereof has already been prepared, and is expressed to be made between the Company of the one part and the said

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#### MODIFICATION OF RIGHTS.

66. Whenever the capital is or becomes divided into different classes of shares, all or any of the rights and privileges attached to each class may be modified by agreement between the Company and any person purporting to contract on behalf of such class, provided such agreement is confirmed by a resolution passed at a separate General Meeting of the holders of shares of that class, and by a resolution of the holders of shares of the remaining class or classes; and all the provisions herein contained shall, *mutatis mutandis*, apply to every such meeting.

#### DIRECTORS.

67. The number of Directors, including the Managing Directors (if any) and Controlling Editor, shall not be more than five nor less than two.

68. The qualification of a Director shall be the holding of a share in the capital of the Company.

69. The Controlling Editor shall be one of the first Directors, and the remaining first Directors shall be appointed by the subscribers to the Memorandum of Association, who may appoint four or any less number of their own number. Any other Director appointed before the Ordinary Meeting in the year 1908 shall be appointed by the Directors for the time being.

70. The Directors may from time to time appoint any one or more duly qualified persons, whether already Directors or not, including the Controlling Editor, to be a Managing Director or Managing Directors of the Company, for such period, either for a fixed term or without any limitation as to the period for which he is or they are to hold office, and generally on such terms and conditions as the Directors may think fit, and the Directors may also from time to time determine the powers, duties and authorities of the Managing Director or Managing Directors appointed by them under this Clause, and shall fix the remuneration of all Managing Directors, in such manner and at such sum as they think fit, and either by way of salary or commission on or participation in profits, or by any or all of these modes.

71. At the Ordinary Meeting in the year 1908, and at the Ordinary Meeting in every subsequent year, one of the Directors other than the Controlling Editor shall retire from office, and (unless the Directors otherwise agree) the one to retire shall be the one who has been longest in office ; or in the case of the first retirement and other occasions where there may not be one so ascertainable, the one to retire shall be determined by lot, so that the selection shall be made from among those who have been longest in office. The Managing Director or Managing Directors of the Company shall during his or their period of office be exempt from retirement in rotation under the provisions of this Clause.

72. The Company at the General Meeting at which any Director retires in manner aforesaid shall fill up the vacated office by the election of a Member duly qualified.

73. A retiring Director shall be eligible to be re-elected, and shall be deemed to offer himself for re-election unless he shall have given to the Company notice in writing of a contrary intention.

74. No person, other than a retiring Director, or a person proposed by the Directors, shall be eligible to supply the place of a Director retiring by rotation at any meeting, unless notice of the intention to propose him, and a notice signed by the person to be proposed and expressing his willingness to act as a Director, shall have been given to the Company not less than ten days and not more than two months previously to the day of the meeting.

75. If the place of a Director retiring by rotation is not filled up either at the meeting at which the election ought to take place or at some adjournment thereof, the retiring Director shall continue in office until the Ordinary Meeting in the next year, and so on from time to time until his place is filled up.

76. The Company may from time to time in General Meeting increase or reduce the number of Directors, so that the total number, including the Managing Director and Controlling Editor, may never be more than five nor less than two. The Members of the Company may in General Meeting by resolution remove any Director other than the Controlling Editor before the expiration of his period of office, and may appoint another person in his stead. The person so appointed shall hold office during such time only as the Director in whose place he is appointed would have held the same if he had not been removed.

77. Any case by the Directors or standing that there withstanding that the vacancy being office as long and retained the same i

78. Such case shall be decided by the Company in General Meeting at any time convenient, and any person elected shall hold office until the next rotation, unless the Company shall otherwise determine.

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80. The office of the Director if he ceases to be a Director, or if he becomes bankrupt, or if he is declared a lunatic or of unsound mind, or if he is removed from the office of the Directors, or if he is removed from the office of the Directors; or if he is removed from the office; or if (not being a Director) he is removed from the office in writing by all the Directors, or if he is removed from the office being to resign, and if he is removed from the office after the same has been removed from the office.

81. The Director's expenses properly incurred as the Director travels to and from place to place in connection with his duties as a member of the Committee thereof shall be paid by the Company as ordinary remuneration payable to its Directors as sums as the Company may determine. The Director's remuneration may include a share of the profits of the Company determined by the Board of Directors for the purpose of the Company, and in addition a bonus (or other benefit), or part alternatively by the Board of Directors for the Company may pay to the company the remuneration.

77. Any casual vacancy occurring in the Board may be filled up by the Directors or Director by the election of a Member, notwithstanding that there may be only one continuing Director and notwithstanding that a General Meeting may have intervened without the vacancy being filled up, and any person so chosen shall retain his office as long and so long only as the vacating Director would have retained the same if no vacancy had occurred.

78. Such casual vacancies may also be filled up at any time by the Company in General Meeting (and a sole continuing Director may at any time convene a meeting for that purpose), and in that case the person elected shall hold office until he retires in ordinary course of rotation, unless the meeting otherwise directs.

79. The continuing Director may act notwithstanding any vacancy in their body.

80. The office of Director shall be and become vacated by any Director if he cease to hold any share in the Company; or if he become bankrupt or compound with his creditors; or he or become a lunatic or of unsound mind; or if he absent himself from meetings of the Directors for more than two months without leave of the Directors; or if by notice in writing to the Company he resigns his office; or if (not being the Controlling Editor) he shall be requested in writing by all the other Directors of the Company for the time being to resign, and such request shall not be withdrawn for seven days after the same has been made.

81. The Directors shall be paid all their travelling and other expenses properly and necessarily expended by them, including such sums as the Directors may fix and allow for the expenses of journeys to and from place of residence to attend meetings of the Board or any Committee thereof, and shall be paid out of the funds of the Company as ordinary remuneration for their services in each year such sum or sums as the Company shall in General Meeting determine, and such remuneration may be by fixed salary or by a share or percentage of the profits of the Company (which profits shall be ascertained and determined for the purpose of the remuneration as may be directed by the Company, and in default of such direction, by the Auditors of the Company), or partly or alternatively by one method and partly or alternatively by the other, or by any other means whatsoever which the Company may determine. Subject to any resolution of the Company the remuneration shall be divided among the Directors in such

proportions and manner as they shall from time to time determine, with or without the approval of some person to be appointed for that purpose by the Company, and all remuneration shall be deemed to accrue *due de die in diem*. If any Director shall at any time render any special or extraordinary service to or on behalf of the Company, whether at the previous request of the Company or the Directors or not, the Directors may grant to him such additional or extraordinary remuneration in respect of such service as to them may seem just.

82. No Director shall be disqualified by his office from contracting with the Company either as vendor, purchaser, or otherwise, nor shall any such contract, or any contract or arrangement entered into by or on behalf of the Company in which any Director shall be in any way interested, be avoided, nor shall any Director so contracting, or being so interested, be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office, or of the fiduciary relation thereby established, but it is declared that the nature and extent of his interest must be fully disclosed by him at the meeting of the Directors at which the contract or arrangement is determined on if his interest then exists, or in any other case at the first meeting of the Directors after the acquisition of his interest, and that no Director shall as a Director vote in respect of any contract or arrangement in which he is so interested as aforesaid; and if he do so vote his vote shall not be counted, but this prohibition shall not apply to any contract by or on behalf of the Company to give to the Directors or any of them any security by way of indemnity, and it may at any time or times be suspended or relaxed to any extent by the Company in General Meeting.

#### ALTERNATE DIRECTORS.

83. Each Director shall have the power from time to time to appoint in writing some person (whether a Member of the Company or not) to act as alternate Director in his place and on his behalf, and at his discretion to remove such alternate Director, provided that the appointment of every such alternate Director shall be approved by the Board of Directors, and upon such approval being given the alternative Director shall in all respects be subject to the terms and conditions existing with reference to the other Directors of the Company, and shall be the agent of the Director whom he represents in all matters and for all purposes connected with the Company.

84. Every alternate Director, whilst acting in the place of an absent Director, shall exercise and discharge on behalf of and in the name of the Director whom he represents all the duties and functions

of such Director, and in any alternate Director by the Director he represents of Directors.

85. The business of Directors, who may pay expenses incurred in general any negotiations, via Agreement mentioned preliminary or incident of the Company (including consideration other than Memorandum of Association expressly required to be and no regulation here shall invalidate any provision valid if such regulation all acts and things which for accomplishing the Company.

86. The Directors all powers of management as to the financial Directors, or to Company, authorise any Director promissory notes, bills the purpose of the Company.

87. All officers Directors (who shall mentioned) and the such period, at such as they may think fit.

88. No act, matter in General Meeting of Committee, and adopted the express or implied shall be afterwards in.

89. The Directors their own proceedings.

of such Director, and in case of the disqualification or resignation of any alternate Director the vacancy so arising shall be filled (if at all) by the Director he represented, subject to the approval of the Board of Directors.

#### POWERS OF DIRECTORS.

85. The business of the Company shall be managed by the Directors, who may pay or enter into any arrangements as to the expenses incurred in getting up and registering the Company, or in any negotiations, valuations or arrangements relating to the Agreement mentioned in Clause 2 of these presents and all matters preliminary or incidental thereto, and may exercise all the powers of the Company (including the powers of sale and of accepting consideration other than cash, and borrowing powers conferred by the Memorandum of Association) which are not hereby or by the Statutes expressly required to be exercised by the Company in General Meeting, and no regulation hereafter made by the Company in General Meeting shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made, and the Directors may do all acts and things which they shall consider proper and advantageous for accomplishing the objects or carrying on the business of the Company.

86. The Directors may delegate any of their powers (including all powers of managing and carrying on the Company's business, and as to the financial affairs of the Company) to any Director or Directors, or to Committees of two or more of their body, and may authorise any Director to draw, make, accept, sign and negotiate promissory notes, bills of exchange, cheques, or other instruments for the purpose of the Company's business.

87. All officers and servants of the Company, except the Directors (who shall be appointed in the manner in these presents mentioned) and the Auditors, shall be appointed by the Directors, for such period, at such remuneration, and in all respects upon such terms as they may think fit.

88. No act, matter or thing within the power of the Company in General Meeting done by the Directors, or done by any Director or Committee, and adopted by the Directors, which shall afterwards receive the express or implied consent of the Company in General Meeting, shall be afterwards impeached on any ground whatever.

#### PROCEEDINGS OF DIRECTORS.

89. The Directors may determine the mode and regulation of their own proceedings and may give to their Chairman such powers

91. All acts done by any meeting of Directors, or by any Committee, or by any person acting as a Director, shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any Director or person so acting, or that any Director or person so acting was disqualified, be as valid as if such Director or person had been duly appointed and qualified.

## DIVIDENDS.

94. The amount available for payment of dividends in each year may (subject to the provisions as to a Reserve Fund hereinafter contained and any payment to the Employees' Fund in manner hereinafter provided) be applied in payment of dividends to the Shareholders, having regard to any existing priorities or differences between shares or classes of shares, but subject thereto, ratably and *pari passu* according to the amount paid or credited as paid up thereon respectively.

96. No larger dividend than is recommended by the Directors shall be paid, but the Company in General Meeting may direct that the dividend shall be less than that recommended by the Directors.

98. The Directors may set aside out of the amount of the profits proper as a Reserve Fund, and apply such sums so set aside to the same use upon such investments as they may select, whether in consequence of such investments or authorised investments, and the provisions shall be applicable for the purpose of provision for exceptional circumstances, extension or development of the business, down the value of the shares, and the Directors may at any time pay a bonus or dividends any other way in their discretion may determine.

100. The Directors may pay to any Member all such sums of money from time to time to the Company, and the dividends shall (subject to the provisions of the Memorandum and Articles of Association) be paid to the Member entitled to them.

97. Dividends shall be payable except out of profits arising from the business of the Company.

98. The Directors may before recommending any dividend set aside out of the amount available for dividends such sum as they think proper as a Reserve Fund. The Directors may either employ any such sums so set aside in the Company's business, or may invest the same upon such investments (other than shares of the Company) as they may select, without being liable for any loss or depreciation in consequence of such investments, whether the same be usual or authorised investments for trust funds or not. The Reserve Fund shall be applicable for the equalisation of dividends or for making provision for exceptional losses, expenses or contingencies, or the extension or development of the Company's business, or for making good the value of the goodwill or other assets of the Company. The Directors may at any time divide among the Shareholders by way of bonus or dividends any part of the Reserve Fund which, in their discretion may determine not to be required for the purposes aforesaid.

99. The Directors shall, if they in their discretion think fit so to do, before recommending any dividend, set aside out of the amount available for distribution by way of dividend (after making all provisions (if any) which they deem fit for a Reserve Fund) any part, not exceeding in any one year one equal sixth part thereof, as a fund herein called the Employees' Fund. The Employees' Fund shall be applicable for division and distribution amongst all or any of the servants and employees (not including the Directors) of the Company at the time of the division or distribution thereof, or such of them, and the Directors may determine as and when, and in such proportions and manner as the Directors for the time being shall think fit. The Directors may divide at any one time the whole or only such part of the said fund as they in their discretion shall determine, and nothing herein contained shall create or be deemed to create a trust of the said fund or any part or any share thereof in favour of any servant or employee of the Company or any other person whatsoever or give or be deemed to give to any such person, whether a Member of the Company or not, any claim or right against the Company in relation to the said fund or any part thereof.

100. The Directors may deduct from the dividends payable to any Member all such sums of money as may be due from him from time to time to the Company on account of calls or otherwise. All dividends shall (subject to the Company's lien) belong and be paid to



those Members who shall be on the register at the closing of the transfer books immediately preceding the meeting at which such dividend shall be declared.

101. Any dividend or bonus properly payable may be paid or satisfied either wholly or partially in bonds or shares of the Company, provided as fully or partly paid up, or by the distribution in specie of any property or assets of the Company.

102. Notice of any dividend that may have been declared shall be given to each Member in manner hereinafter mentioned, and no dividend shall bear interest against the Company.

103. Dividends unclaimed for three years and upwards may be ~~applied~~ for the benefit of the Company.

#### ACCOUNTS.

104. The Directors shall cause true accounts to be kept of all the receipts, credits, payments, assets and liabilities of the Company; and of all other matters necessary for showing the true state and condition of the Company; and the accounts shall be kept in such books and in such manner as the Directors think fit, and to the satisfaction of the Auditors.

105. Once at least in every year the Directors shall lay before the Company in General Meeting a balance-sheet made up to as recent a date as practicable and duly audited, containing a summary of the estimated assets and estimated liabilities of the Company, made up to the same date and arranged under convenient heads.

106. A copy of such balance-sheet shall be open for the inspection of Members at convenient times during the seven days previous to the meeting, but the same shall not be circulated and no copy or extract from the same shall be taken or made without the permission of the Directors. Save as aforesaid, no Member of the Company shall be entitled to inspect any of the books, documents, accounts, works or premises of the Company without the consent of the Directors, except so far as such right may be conferred by statute.

#### AUDIT.

107. The accounts of the Company shall be examined and the correctness of the balance-sheet ascertained by an Auditor or Auditors.

108. The first meeting of the Company shall be held on the day after the day on which the shares of the Company shall be first issued. The first meeting shall be called by the Directors, and the first meeting shall be held on the day after the day on which the shares of the Company shall be first issued.

109. The first meeting of the Directors, and the first meeting of the Company in General Meeting, shall be held on the day after the day on which the shares of the Company shall be first issued.

110. The first meeting of the Directors, and the first meeting of the Company in General Meeting, shall be held on the day after the day on which the shares of the Company shall be first issued.

111. Any person elected Auditor of the Company shall be eligible for re-election. The Auditor of the Company shall be elected by the Company at a General Meeting, and the Auditor of the Company shall be elected by the Company at a General Meeting.

112. If any person elected Auditor of the Company shall be elected Auditor of the Company, the Auditor of the Company shall be elected by the Company at a General Meeting, and the Auditor of the Company shall be elected by the Company at a General Meeting.

113. Every person elected Auditor of the Company shall be eligible for re-election. The Auditor of the Company shall be elected by the Company at a General Meeting, and the Auditor of the Company shall be elected by the Company at a General Meeting.

114. The first meeting of the Directors, and the first meeting of the Company in General Meeting, shall be held on the day after the day on which the shares of the Company shall be first issued.

115. Any person elected Auditor of the Company shall be eligible for re-election. The Auditor of the Company shall be elected by the Company at a General Meeting, and the Auditor of the Company shall be elected by the Company at a General Meeting.

108. The first Auditor shall be appointed by the Directors, and he shall continue in office until the second Ordinary Meeting of the Company. Subsequent Auditors shall be appointed by the Company in General Meeting, and shall hold office until the Ordinary Meeting after appointment.

109. The remuneration of the first Auditor shall be fixed by the Directors, and that of all subsequent Auditors shall be fixed by the Company in General Meeting.

110. The Auditors may be Members of the Company, but no Director or other officer of the Company shall be eligible as an Auditor during his continuance in office, and no other person who is interested otherwise than as a Member in any transaction of the Company shall be eligible as an Auditor during the continuance of his interest.

111. Any retiring Auditor shall, if then qualified, be eligible for re-election. No person other than a retiring Auditor shall be elected Auditor unless nominated by the Directors, or unless a nomination signed by two Members together with a notice in writing signed by the person nominated and expressing his willingness to act as Auditor shall have been left at the Registered Office of the Company at least seven days before the date of holding the meeting.

112. If any casual vacancy occur in the office of Auditor the Directors shall forthwith appoint a person or persons to supply the place until the next Ordinary General Meeting.

113. Every Auditor shall have a list delivered to him of all books kept by the Company, and shall at all reasonable times have access to the books and accounts of the Company. He may at the expense of the Company, unless the terms of his remuneration otherwise provide, employ accountants and other persons to assist him in investigating such accounts, and he may in relation to such accounts examine any of the Directors or other officers of the Company.

114. The Auditor shall certify the correctness of the balance-sheets and accounts, and shall make a report thereon, and such report shall be read, together with the report of the Directors, at the Ordinary Meeting.

#### NOTICES.

115. Any notice may be served by the Company upon any register Member, either personally or by leaving the same or

sending it through the post in a prepaid letter addressed to such Member at his registered address.

116. All notices directed to be given to the Members shall with respect to any share to which persons are jointly entitled be given to whichever of such persons is named first in the Register of Members, and notice so given shall be sufficient notice to all the holders of such share.

117. Any notice, if sent by post, shall be deemed to have been served at the time when the letter containing the same would be delivered in the ordinary course of post, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post office.

118. A notice given to any Member shall be binding on all persons claiming on his death or by any transmission of his interest.

119. A Member who shall not be described in the Register as having an address within the United Kingdom shall not be entitled to have any notice sent to him from the Company, and the Registered Office of the Company shall be deemed the registered address of such Member for the purpose of formal notice, and all proceedings taken without other notice to any such Member shall be as valid as if he had had due notice thereof.

#### WINDING-UP.

120. If upon the winding-up of the Company the surplus assets shall be more than sufficient to repay the whole of the paid-up capital, the excess shall be distributed among the Members in proportion to the capital paid or which ought to have been paid on the shares held by them respectively at the commencement of the winding-up, other than amounts paid in advance of calls. If the surplus assets shall be insufficient to repay the whole of the paid-up capital, such surplus assets shall be distributed so that as nearly as may be the losses shall be borne by the Members in proportion to the capital paid or which ought to have been paid on the shares held by them respectively at the commencement of the winding-up, other than amounts paid in advance of calls. But this clause is to be without prejudice to the rights of the holders of shares issued upon special conditions

121. The Liquidator on any winding-up (whether voluntary, under supervision, or compulsory) may with the sanction of an Extra-

ordinary Resolution, do any part of the assets of the Company, or any part of the trusts for the benefit of the Company, or any part of the like sanction, shall this

122. Any such power conferred upon him (the Liquidator), with the consent of the Company or the Members, or partly paid up, or the company, and may by the Members direct the respective interests in the shares, of which shares, obligation to be sold, shall be deemed to be the Liquidator or the

123. Upon any powers given by Section 122, the Liquidator shall be entitled to carry into effect the purchase of such Member's shares, and the Member shall be unwilling to which under such sale of the passing of the writing to the Liquidator or interest, and thereon the Liquidator may then to the Member requiring

ordinary Resolution, divide among the contributories, in specie, any part of the assets of the Company, and may, with the like sanction, vest any part of the assets of the Company in trustees, upon such trusts for the benefit of the contributories as the Liquidator, with the like sanction, shall think fit.

122. Any such Liquidator may (irrespective of the powers conferred upon him by the Companies Acts and as an additional power), with the consent of a special resolution, sell the undertaking of the Company or the whole or any part of its assets, for shares fully or partly paid up, or the obligations of or other interest in any other company, and may by the contract of sale agree for the allotment to the Members direct of the proceeds of sale in proportion to their respective interests in the Company, and limit a time at the expiration of which shares, obligations, or other interest, not accepted or required to be sold, shall be deemed to have been refused and be at the disposal of the Liquidator or the purchasing company.

123. Upon any sale under the last preceding Article, or under the powers given by Section 161 of the Companies Act, 1862, no Member shall be entitled to require the Liquidator either to abstain from carrying into effect the sale or resolution authorising the same or to purchase such Member's interest in this Company; but in case any Member shall be unwilling to accept the shares, obligations, or interest to which under such sale he would be entitled, he may within 14 days of the passing of the resolution authorising the sale, by notice in writing to the Liquidator, require him to sell such shares, obligations or interest, and thereupon the same shall be sold in such manner as the Liquidator may think fit, and the net proceeds shall be paid over to the Member requiring such sale.

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 NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.
 

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Alfred Hart John 63 Queen Victoria Street London E.C. Clerk  
 Gordon Duncan Bass 63 Queen Victoria St. E.C.  
 Solicitors Clerk

William Birch Canby 63 Queen Victoria St. London E.C.  
 Solicitor's Articled Clerk

Margaret Maude Humphreys 63. Queen Victoria St. London E.C.  
 Clerk.  
 John Ernest Morris 63 Queen Victoria St London E.C.  
 Solicitor

Arthur Henry Roberts 63 Queen Victoria Street London E.C. Solicitor

Leopold Jacob Greenberg  
 89 Fenchurch St. Rousdenbury St. W.  
 Director.

Dated the 27th day of November, 1907.

Witness to the above Signatures:

Reginald Roob.  
 63 Queen Victoria St.  
 London E.C.  
 Solicitors Clerk.

THE  
JEWISH CHRONICLE, LIMITED.

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Memorandum  
AND  
Articles of Association.

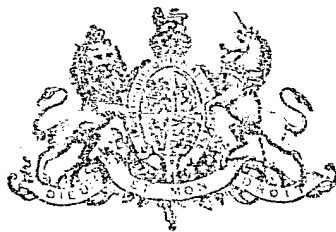
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E.C.

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Worship Street, E.C.

DUPLICATE FOR THE FILE.

No. 95587



# Certificate of Incorporation

I Hereby Certify, That the  
*Jewish Chronicle, Limited*

is this day incorporated under the Companies' Acts, 1862 to 1900, and that the Company is  
**Limited.**

Given under my hand at London this *Seventh* day of *November*

One Thousand Nine Hundred and *Seven*

Fees and Deed Stamps £ *8 15 0*

Stamp Duty on Capital £ *32 10 0*

*H. F. A. Hartley*

Registrar of Joint Stock Companies.

Certificate received by *Ed. Bone*

*Mr. George Roberts*

*62 Queen Victoria St EC*

Date *11<sup>th</sup> Nov 1907*

## **NOTICE OF ILLEGIBLE DOCUMENT ON THE MICROFICHE RECORD**

**Companies House regrets that the microfiche record for this company contains some data which is illegible.**

**The poor quality has been noted but unfortunately the steps taken to improve the quality have been unsuccessful.**

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