

"COMPANIES (CONSOLIDATION) ACT, 1908."
The Companies Acts 1908 and 1913



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

REGISTERED
84101
30 JUN 1914

DECLARATION of Compliance with the requisitions of the Companies
(Consolidation) Act, 1908, on behalf of a Company proposed to be registered as

International Public Students Association

LIMITED.

Pursuant to Section 17 (2) of the Companies (Consolidation) Act, 1908.

Presented for filing by

*McGregor & Co.
Bushfane House
Cannon Street, E.C.*

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

PRINTERS AND PUBLISHERS OF COMPANIES' BOOKS AND FORMS.

I, Arthur James Greenop —

of *Bush Lane House Cannon Street in the City of London*

insert:
Director of
High Court
in the
n,"
Director' or
y named
articles of
ion."

Do solemnly and sincerely declare that I am (a) *a Director of the*
High Court engaged in the formation —

of *International Bible Students Association* —

W.S.
limited, and That all and every the requisitions of the Companies
(Consolidation) Act, 1908, 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."

Nº 54
signed at *Bush Lane House Cannon Street*
in the City of London —

Arthur J. Greenop.

29th day of *June* —

thousand nine hundred and *fourteen*

before me,

H. A. Taylor

The Companies Acts 1908 and 1913.

UNLIMITED COMPANY.

Memorandum

AND

Articles of Association

OF

INTERNATIONAL BIBLE STUDENTS ASSOCIATION.

Incorporated the day of 1914.

A. J. GREENOP & CO.,
BUSH LANE HOUSE,
CANNON STREET,
LONDON, E.C.



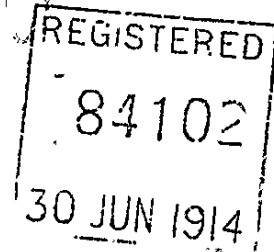
The Companies Acts 1908 and 1913.

UNLIMITED COMPANY.

Memorandum of Association

OF

International Bible Students Association.



1. The name of the Association is "INTERNATIONAL BIBLE STUDENTS ASSOCIATION."

2. The registered office of the Association will be situate in England.

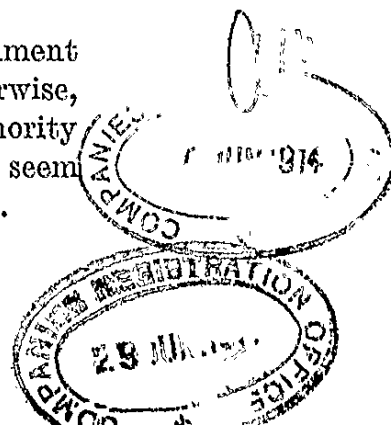
3. The objects for which the Association is established are :—

(A) To promote Christian knowledge by the dissemination of Bible truths, orally and by the printed page, and by means of the distribution of Bibles and the printing and publication of Bible study helps, tracts, pamphlets, papers and other religious documents, and by the use of all other lawful means which may seem to the Council of the Association directly or indirectly conducive to the furtherance of the above objects of the Association.

(B) To purchase or otherwise acquire sketches, photographs, drawings, publications, manuscripts, notes, data and memoranda bearing upon the above objects of the Association and to print, publish, display and distribute the same.

(C) To enter into any arrangement with any Government or authority, supreme, municipal, local or otherwise, and to obtain from any such Government or authority all rights, concessions or privileges that may seem conducive to the above objects or any of them.

B 3793



- (D) To promote any association or associations, whether limited or not, for the purpose of its or their acquiring all or any of the property, rights and liabilities of the Association, or for any other purpose which may seem, directly or indirectly, calculated to further the objects of the Association.
- (E) To purchase, take on lease or in exchange, hire or otherwise acquire, and to sell, exchange, surrender, lease, mortgage, charge, convert, turn to account, dispose of and deal with any estate or interest in any lands, buildings, easements, rights, privileges, mortgages, debentures, options, contracts, licences or other rights, and any real or personal property of any kind necessary or convenient for the attainment of the objects of the Association mentioned in paragraph 3 (A) hereof, and to erect, construct, enlarge, alter, furnish, maintain and improve buildings of all kinds.
- (F) To make donations to such persons and in such cases, and either of cash or other assets, as may be thought directly or indirectly conducive to any of the objects of the Association, or otherwise expedient, and to subscribe or guarantee money for charitable or benevolent objects, or for any exhibition, or for any public, general or other objects, and to grant pensions and allowances and to make payments towards insurance.
- (G) To borrow or raise, or secure the payment of money in such manner as the Association shall think fit
- (H) To pay out of the funds of the Association all expenses of or incident to the formation and registration of the Association.
- (I) To do all such other things as are incidental or conducive to the attainment of the above objects.

Provided that the Association shall not support with its funds 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 Association would make it a Trade Union.

Provided also that in case the Association shall take or hold any property subject to the jurisdiction of the Charity Commissioners or Board of Education for England and Wales, the Association shall not sell, mortgage, charge or lease the same

without such authority, approval or consent as may be required by law, and as regards any such property the Managers or Trustees of the Association shall be chargeable for such property as may come into their hands, and shall be answerable and accountable for their own acts, receipts, neglects and defaults, and for the due administration of such property in the same manner and to the same extent as they would as such Managers or Trustees have been if no incorporation had been effected, and the incorporation of the Association shall not diminish or impair any control or authority exercisable by the Chancery Division, the Charity Commissioners or the Board of Education over such Managers or Trustees, but they shall, as regards any such property, be subject jointly and separately to such control or authority as if the Association were not incorporated. In case the Association shall take or hold any property which may be subject to any trusts, the Association shall only deal with the same in such manner as allowed by law, having regard to such trusts.

4. The income and property of the Association, whencesoever derived, shall be applied solely towards the promotion of the objects of the Association as set forth in this Memorandum of Association, and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus, or otherwise howsoever by way of profit, to the members of the Association.

Provided that nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the Association, or to any member of the Association, in return for any services actually rendered to the Association, nor prevent the payment of interest at a rate not exceeding 5 per cent. per annum on money lent or reasonable and proper rent for premises demised or let by any member to the Association, but so that no member of the Council of the Association shall be appointed to any salaried office of the Association, or any office of the Association paid by fees, and that no remuneration or other benefit in money or money's worth shall be given by the Association to any member of such council or governing body except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Association. Provided that the provision last aforesaid shall not apply to any payment to any railway, gas, electric lighting, water, cable or telephone company of which a member of the council of management or governing body may be a member or any other company 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. If upon the winding up or dissolution of the Association there remains any property whatsoever after the satisfaction of all its debts and liabilities, and after the repayment to the holders of the shares of the Association the amount paid up thereon, the same shall not be paid to or distributed among the members of the Association, but shall be given or transferred to some other institution or institutions, having objects similar to the objects of the Association, such institution or institutions to be determined by the members of the Association at or before the time of dissolution, or in default thereof by such judge of the High Court of Justice as may have or acquire jurisdiction in the matter, and if and so far as effect cannot be given to the aforesaid provision, then to some charitable object.

We, the several persons whose names are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.	Number of Shares taken by each Subscriber.
<i>P. Henry</i> <i>34, Crown Terrace</i> <i>Minister of the Gospel.</i>	<i>Three.</i>
<i>H. J. Stearn</i> <i>34, Crown Terrace</i> <i>Minister of the Gospel</i>	<i>Three</i>
<i>W. Crawford</i> <i>34, Crown Terrace</i> <i>Accountant.</i>	<i>Three</i>
<i>W. M. Hetherford</i> <i>34, Crown Terrace</i> <i>American Counselor at Law</i>	<i>Three</i>

Dated this 29th day of June, 1914.

Witness to the above Signatures—

James V. H. Mearns

Clerk to

A. J. GREENOP & Co.,

Solicitors,

Bush Lane House,

Cannon Street,

London, E.C.

UNLIMITED COMPANY.

Articles of Association

OF

International Bible Students Association.

TABLE A EXCLUDED.

1. The regulations of Table A in the First Schedule to the Companies (Consolidation) Act 1908 shall not apply to the Association, but the following shall be the regulations of the Association.

INTERPRETATION.

2. These Articles shall be construed with reference to the provisions of the Companies Acts 1908 and 1913 or any statutory modification thereof in force at the time when these regulations became binding on the Association, and unless there be something in the subject or context inconsistent therewith—

“The Association” means the above-named Association.

“The Council” means the persons for the time being occupying the position of Directors of the Association.

“In writing” means written or printed, or partly written or partly printed.

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

Words importing the masculine gender only, shall include the feminine gender.

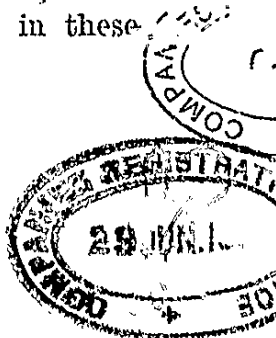
Words importing persons include firms and corporations.

Subject as aforesaid any words or expressions defined in the Statutes shall, except where the subject or context forbids, bear the same meanings in these Articles.

REGISTERED

841

30 JUN



OBJECTS.

3. The Association is established for the purposes expressed in the Memorandum of Association.

CAPITAL.

4. The capital of the Association is £100, divided into 100 shares of £1 each.

ALTERATION OF CAPITAL.

5. The Council may, with the sanction of an Extraordinary Resolution of the Association, increase the share capital by such sum, to be divided into shares of such amount, as the resolution shall prescribe.

PRIVATE COMPANY.

6. The Association is a "Private Company" within the meaning of the Companies (~~Consolidation~~) ^{and 1913} Acts 1908, and accordingly (A) no invitation shall be issued to the public to subscribe for any shares, debentures or debenture stock of the Association; (B) the number of the members of the Association (exclusive of ^{who are} persons in the employment of the Association ^{and of persons who have}) shall be limited to fifty, and (c) the right to transfer the shares of the Association is restricted in manner and to the extent hereinafter appearing.

SHARES.

7. The shares shall be at the disposal of the Council, and they may allot or otherwise dispose of them to such persons at such times and generally on such terms and conditions as they think proper, provided that no shares shall be issued at a discount.

8. No person shall be recognised by the Association as holding any share upon any trust, and the Association shall not be bound by or recognise any equitable, contingent, future or partial interest in any share or any interest in any fractional part of a share, or any other right in respect of any share except an absolute right to the entirety thereof in the registered holder.

9. No part of the funds of the Association shall be employed in the purchase or in loans on the security of the shares of the Association.

CALLS ON SHARES.

10. The Council may, subject to any conditions of allotment, from time to time make such calls upon the members in respect of all moneys unpaid on their shares as they may think fit, provided that seven days' notice at least is given of each call,

being now formerly in the employment of the Association, now while in such employment and have continued after the determination of such employment to be members of the Association.

*J.H.
J.F.
J.H.
W.B.*

*J.H.
J.F.
J.H.*

and each member shall be liable to pay the amount of every call so made upon him to the persons and at the times and places appointed by the Council. A call may be made payable by instalments. A call shall be deemed to have been made as soon as the resolution of the Council authorising such call shall have been passed.

TRANSFER OF SHARES.

11. No transfer of any share in the capital of the Association shall be registered without the previous sanction of the Council, who may, without assigning any reason, decline to give any such sanction, and shall so decline in the case of any transfer the registration of which would involve a contravention of Article 6 hereof. The Council may also suspend the registration of transfers during the fourteen days immediately preceding the Ordinary General Meeting in each year.

GENERAL MEETINGS.

12. A General Meeting shall be held once in each year at such time (not being more than fifteen months after the holding of the last preceding General Meeting) and place as the Council shall appoint.

13. The business of the meeting shall be—

- (A) To receive the report of the Council.
- (B) To receive and adopt the balance sheet of the Association.
- (C) To elect the Council for the ensuing year.
- (D) To elect an Auditor or Auditors, and
- (E) To transact such other business as shall be specified in the notice convening the meeting.

EXTRAORDINARY GENERAL MEETINGS.

14. The Council shall have power to convene at any time an Extraordinary General Meeting of the members of the Association, and at such meeting no matters shall be taken into consideration except those specified in the notice convening the same.

PROCEEDINGS AT GENERAL MEETINGS.

15. Seven days' notice at least (exclusive of the day on which the notice is deemed to be served, but inclusive of the day on which the notice is given) specifying the place, the day and hour of the meeting, and in case of special business the general nature

of the business shall be given of all General Meetings in manner hereinafter mentioned to all the members of the Association, but the non-receipt of the notice by any member shall not invalidate the proceedings at any General Meeting.

16. Three members personally present shall be a quorum for all General Meetings.

17. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, 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, and, if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present shall be a quorum.

18. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) demanded by at least three members, and unless a poll is so demanded, a declaration by the Chairman that a resolution has, on a show of hands, been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book of the proceedings of the Association, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of, or against, that resolution.

19. If a poll is duly demanded it shall be taken in such manner as the Chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

20. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.

VOTES OF MEMBERS.

21. On a show of hands every member present in person shall have one vote. On a poll every member shall have one vote for each share of which he is the holder.

22. On a poll votes may be given either personally or by proxy.

23. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney, duly authorised in writing, or, if the appointor is a corporation either under the

common seal or under the hand of an officer or attorney so authorised. No person shall act as a proxy unless either he is entitled on his own behalf to be present and vote at the meeting at which he acts as proxy, or he has been appointed to act at that meeting as proxy for a corporation.

24. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed, or a notarially certified copy of that power or authority shall be deposited at the registered office of the Association, not less than forty-eight hours before the time for holding the meeting at which the person named in the instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid.

25. An instrument appointing a proxy may be in the following form, or in any other form which the Council shall approve:—

“INTERNATIONAL BIBLE STUDENTS ASSOCIATION.

“I, _____,
 “ of _____,
 “ in the County of _____, being a member
 “ of the INTERNATIONAL BIBLE STUDENTS ASSOCIA-
 “ TION, hereby appoint _____,
 “ of _____,
 “ as my proxy, to vote for me and on my behalf
 “ at the [Ordinary or Extraordinary as the case may
 “ be] General Meeting of the Association, to be held
 “ on the _____ day of _____, and
 “ at any adjournment thereof.”

“Signed the _____ day of _____ 19 ____.”

COUNCIL AND MANAGEMENT.

26. Until otherwise determined by a General Meeting, the number of members of the Council shall not be less than two nor more than five. The first members of the Council shall be determined in writing by a majority of the subscribers of the Memorandum of Association, and the persons so elected shall hold office until the Ordinary General Meeting in the year 1915, when they shall all retire. A retiring member of the Council shall be eligible for re-election, and shall act as a member of the Council throughout the meeting at which he retires.

27. The qualification of a member of the Council shall be the holding of at least one share in the Association, and it shall be his duty to comply with the provisions of Section 73 of the Companies (Consolidation) Act 1908.

28. The continuing members of the Council may act at any time, notwithstanding any vacancy in their body, provided always that in case the members of the Council shall at any time be reduced in number to less than two it shall be lawful for the remaining member of the Council to act for the purpose of filling up vacancies in the Council or summoning a General Meeting of the Association, but not for any other purpose.

29. The Council shall from time to time elect a President, who shall preside as Chairman at all General or other Meetings of the Association and of the Council, and a Vice-President, who shall preside as Chairman in the absence of the President. If at any meeting the President and Vice-President be not present within ten minutes after the time appointed for holding the same, the members of the Council present may choose one of their number to be Chairman of such meeting.

30. Two members of the Council shall form a quorum.

31. The Council shall, subject to the regulations of these Articles have power to frame regulations for their own government, to appoint sub-committees, and to delegate to them any of the powers of the Council.

32. The Council shall have power to fill up any vacancy in the Council, and any member so elected shall retain office until the next General Meeting, when he shall be eligible for re-election.

33. The Council shall have the management and application of the funds and other property of the Association, and generally the management of all the affairs and concerns of the Association.

DISQUALIFICATION OF MEMBERS OF COUNCIL.

34. The office of a member of the Council shall be vacated

- (1) If by notice in writing to the Association he resigns the office of a member of the Council.
- (2) If he absents himself from the meetings of the members of the Council during a continuous period of six months without special leave of absence from the Council, and they pass a resolution that he has by reason of such absence vacated office.
- (3) If the members at an Extraordinary General Meeting pass a resolution calling upon him to resign his office.

BORROWING.

35. The Council may at any time borrow or raise for the purposes of the Association from the members of the Council or ordinary members or any other persons such sums of money as it

such rates of interest as the Council may think proper and may secure the repayment of such sums by mortgage or charge upon the whole or any part of the property or assets of the Association in such manner and upon such terms and conditions and with such security as the Council shall determine.

THE SEAL.

36. The Common Seal of the Association shall, unless otherwise determined by the Council, not be affixed to any instrument of the Association except by the authority of a resolution and in the presence of at least two members of the Council and such members shall sign every instrument to which the seal shall be affixed in their presence and in favour of any person *bona fide* dealing with the Association such signatures shall be conclusive evidence of the fact that the seal has been properly affixed.

INDEMNITY.

37. The members of the Council and other officers for the time being of the Association and the trustees (if any) for the time being acting in relation to any affairs of the Association and every one of them and each and all of their heirs, executors and administrators shall be indemnified and secured harmless out of the assets of the Association from and against all actions, costs, charges, losses, damages and expenses which they or any of their heirs, executors and administrators shall or may incur or sustain by or by reason of any act done, concurred in or omitted in or about the execution of their duties in their respective offices or trusts except such (if any) as they shall incur or sustain by or through their own wilful neglect or default respectively and none of them shall be answerable for the acts, receipts, neglects or defaults of the other or others of them or for joining in any receipt for the sake of conformity or for any bankers or other persons with whom any moneys or effects belonging to the Association shall or may be lodged or deposited for safe custody or for the insufficiency of or any deficiency in any security upon which any moneys of or belonging to the Association shall be placed out or invested or for any other loss, misfortune or damage which may happen in the execution of their respective offices or trusts or in relation thereto except the same shall happen by or through their own wilful neglect or default respectively.

ACCOUNTS.

38. The Council shall cause true accounts to be kept:—

- (A) Of the sums of money received and expended by the Association and the matter in respect of which such receipts and expenditure takes place; and
- (B) Of the assets and liabilities of the Association.

39. The books of account shall be kept at the registered office of the Association or at such other place as the Council from time to time determine and shall be always open to the inspection of the members of the Council.

40. A balance sheet shall be made out in every year and laid before the Association in General Meeting made up to a date not more than six months before such meeting.

AUDIT.

41. Auditors shall be appointed and their duties regulated in accordance with Sections 112 and 113 of the Companies (Consolidation) Act 1908, or any statutory modification thereof for the time being in force.

NOTICES.

42. A notice may be given by the Association to any member either personally or by sending it by post to him to his registered address, or (if he has no registered address in the United Kingdom) to the address, if any, within the United Kingdom supplied by him to the Association for the giving of notices to him.

43. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice and unless the contrary is proved to have been effected at the time at which the letter would be delivered in the ordinary course of post.

44. If a member has no registered address in the United Kingdom and has not supplied to the Association an address within the United Kingdom for the giving of notices to him a notice addressed to him at the registered office of the Association shall be deemed to be duly given to him at the time at which the letter shall be delivered to the registered office of the Association.

We, the several persons whose names and addresses are subscribed, agree to take the number of shares in the capital of the Association set opposite our respective names.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.

Number of Shares
taken by each
Subscriber.

<p><i>J. H. Greeney,</i> 34 Craven Terrace Minister of the Gospel.</p>	<p>Three</p>
<p><i>H. J. Shearn</i> 34 Craven Terrace Minister of the Gospel</p>	<p>Three</p>
<p><i>W. Crawford</i> 34 Craven Terrace Accountant.</p>	<p>Three</p>
<p><i>J. H. Rutherford</i> 34 Craven Terrace American Counsellor at Law</p>	<p>Three</p>

Dated the 29th day of June, 1914.

Witness to the above Signatures—

Ernest H. Heath

Clerk to

A. J. GREENOP & Co.,

Solicitors,

Bush Lane House,

Cannon Street,

London, E.C.

No. 136726



UNLIMITED COMPANY
Certificate of Incorporation.

I hereby Certify, That the

International Bible Students

Association

is this day Incorporated under the Companies Acts, 1908 and 1913.

Given under my hand at London, this thirtieth day of

June One Thousand, Nine Hundred and fourteen

Fees and Deed Stamps £ 3 : 10 : 0

Geo. Hargreaves

Assistant Registrar of Joint Stock Companies.

Certificate received by

Chauvelane

for M. Greenough & Co

Bush Lane House C.C.

Date 2nd July 1914



*V

1931 I 2604.



IN THE HIGH COURT OF JUSTICE

CHANCERY DIVISION

THE VACATION JUDGE

Stamp £2.

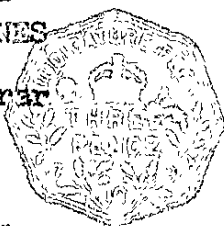
MR. JONES

for MR. JUSTICE FARWELL

Registrar

fo 211

THURSDAY the 1st day of October 1931



5/11. 5/4 1/2

L.S.



IN THE MATTER of INTERNATIONAL BIBLE STUDENTS ASSOCIATION

- and -

IN THE MATTER of THE COMPANIES ACT 1929

UPON ORIGINATING MOTION this day made unto this Court
by Counsel for the above named Association and UPON READING
an affidavit of Jasper Robertson Greenop filed the 28th
September 1931

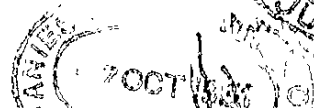
THIS COURT being satisfied that the omission to register
the particulars contained in a Debenture Trust Deed dated the
26th of August 1931 and made between the Association of the
first part Percy George Barnes Alfred Levi Watts and Henry
Hudson of the second part and The Watch Tower Bible and Tract
Society of the third part within the time required by the
Companies Act 1929 was due to inadvertence DOTH pursuant to
the 85th Section of the said Act ORDER that the time for
registration of the said particulars be extended until the
15th October 1931

BUT this Order is to be without prejudice to the
rights of parties acquired prior to the time when such
particulars shall be actually registered

R.N.R.B.

for W.S.J.

REGISTERED
7 OCT 1931



IN THE HIGH COURT OF JUSTICE

CHANCERY DIVISION

THE VACATION JUDGE

for MR. JUSTICE FARWELL

1st October 1931

Re INTERNATIONAL BIBLE STUDENTS
ASSOCIATION

Office Copy

O R D E R

SPARKS RUSSELL ISARD & CO.

53, Walbrook, E.C.4.

№726 / 58

The Companies' Act, 1948

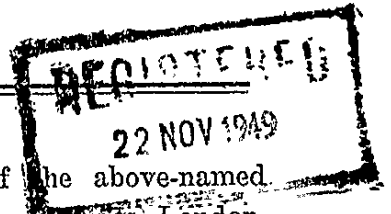


Special Resolution

OF

INTERNATIONAL BIBLE STUDENTS ASSOCIATION

Passed 2nd November, 1949.



At an EXTRAORDINARY GENERAL MEETING of the above-named SOCIATION duly convened, and held at 34, Craven Terrace, London, W.2., on Wednesday, the 2nd day of November, 1949, the following resolution was duly passed as a Special Resolution:—

SPECIAL RESOLUTION.

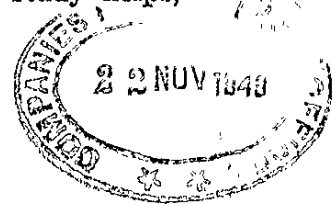
That the Memorandum of Association of the Association be amended with respect to its objects by deleting the whole of Clause 3 thereof down to the end of paragraph (I) and substituting the following therefor:—

"3. The object of the Association is to promote the Christian religion by the means set out in paragraphs (a) to (d) following and with the aid of the powers set out in paragraphs (e) to (l) following in so far as the same may lawfully be adopted or exercised by a body of persons established for charitable purposes only, namely:—

MEANS.

- (A) By the dissemination of Bible truths, orally and by the printed page, and by means of distribution of Bibles and the printing and publication of Bible study helps,

A 5901



tracts, pamphlets, papers and other religious documents.

- (b) By purchasing or otherwise acquiring sketches, photographs, drawings, publications, manuscripts, notes, data and memoranda bearing upon the above object of the Association and printing, publishing, displaying or distributing the same.
- (c) By promoting any association or associations, whether incorporated limited or not, for the purpose of its or their acquiring all or any of the property, rights and liabilities of the Association, or for any other purpose which is, directly or indirectly, calculated to further the object of the Association.
- (d) By the use of any other lawful means which are directly or indirectly conducive to the furtherance of the object of the Association.

POWERS.

- (e) Of entering into any arrangement with any Government or authority, supreme, municipal, local or otherwise, and of obtaining from such Government or authority all rights, concessions or privileges that are conducive to the object of the Association.
- (f) Of purchasing, taking on lease or in exchange, hiring or otherwise acquiring, and of selling, exchanging, surrendering, leasing, mortgaging, charging, converting, turning to account, disposing of and dealing with any estate or interest in any lands, buildings, easements, rights, privileges, mortgages, debentures, options, contracts, licences or other rights, and any real or personal property of any kind necessary or convenient for the attainment of the object of the Association, and, in pursuance of such object, of erecting, constructing, enlarging, altering,

furnishing, maintaining and improving buildings of all kinds.

- (g) Of making donations to such persons and in such cases, and either of cash or other assets, as are directly or indirectly conducive to the object of the Association and of subscribing or guaranteeing money for charitable objects.
- (h) Of borrowing or raising or securing the payment of money for the object of the Association in such manner as the Association shall think fit.
- (i) Of paying out of the funds of the Association all expenses of or incident to the formation, registration and management of the Association.
- (j) Of investing any moneys of the Association not for the time being required for its object in such investments as may be thought proper and of varying any such investments.
- (k) Of granting pensions and gratuities to any employees or ex-employees of the Association or their relatives or dependents and of establishing and supporting any trust or scheme for securing the payment of pensions to or otherwise for the benefit of such persons.
- (l) Of doing all such other things as are incidental or conducive to the attainment of the object of the Association."

E. C. CHITTY,
Secretary.

E. C. Chitty

1949

INTERNATIONAL BIBLE STUDENTS
ASSOCIATION

lodged by

*Gouldens
(Secretary).*

*16 Byward St.
London EC3*

Notice of Meeting
AND
Special Resolution.

GOULDENS,
16 BYWARD STREET,
LONDON, E.C.3.

No. 136726

59.
The Companies Act.

LIMITED COMPANY.



Memorandum of Association

OF

International Bible Students Association

(As altered by Special Resolution passed 2nd November, 1949).

1. The name of the Association is "INTERNATIONAL BIBLE STUDENTS ASSOCIATION."

2. The registered office of the Association will be situate in England.

3. The object of the Association is to promote the Christian religion by the means set out in paragraphs (a) to (d) following and with the aid of the powers set out in paragraphs (e) to (l) following so far as the same may lawfully be adopted or exercised by a body of persons established for charitable purposes only, namely:—

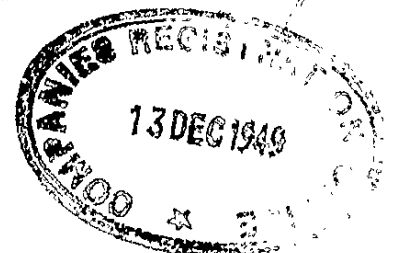
MEANS.

(A) By the dissemination of Bible truths, orally and by the printed page, and by means of distribution of Bibles and the printing and publication of Bible study helps, tracts, pamphlets, papers and other religious documents.

(B) By purchasing or otherwise acquiring sketches, photographs, drawings, publications, manuscripts, notes, data

would be
E.C.G.

A 2661



and memoranda bearing upon the above object of the Association and printing, publishing, displaying or distributing the same.

- (c) By promoting any association or associations, whether incorporated limited or not, for the purpose of its or their acquiring all or any of the property, rights and liabilities of the Association, or for any other purpose which is, directly or indirectly, calculated to further the object of the Association.
- (d) By the use of any other lawful means which are directly or indirectly conducive to the furtherance of the object of the Association.

POWERS.

- (e) Of entering into any arrangement with any Government or authority, supreme, municipal, local or otherwise, and of obtaining from such Government or authority all rights, concessions or privileges that are conducive to the object of the Association.
- (f) Of purchasing, taking on lease or in exchange, hiring or otherwise acquiring, and of selling, exchanging, surrendering, leasing, mortgaging, charging, converting, turning to account, disposing of and dealing with any estate or interest in any lands, buildings, easements, rights, privileges, mortgages, debentures, options, contracts, licences or other rights, and any real or personal property of any kind necessary or convenient for the attainment of the object of the Association, and, in pursuance of such object, of erecting, constructing, enlarging, altering, furnishing, maintaining and improving buildings of all kinds.
- (g) Of making donations to such persons and in such cases, and either of cash or other assets, as are directly or

indirectly conducive to the object of the Association and of subscribing or guaranteeing money for charitable objects.

- (H) Of borrowing or raising or securing the payment of money for the object of the Association in such manner as the Association shall think fit.
- (I) Of paying out of the funds of the Association all expenses of or incident to the formation, registration and management of the Association.
- (J) Of investing any moneys of the Association not for the time being required for its object in such investments as may be thought proper and of varying any such investments.
- (K) Of granting pensions and gratuities to any employees or ex-employees of the Association or their relatives or dependents and of establishing and supporting any trust or scheme for securing the payment of pensions to or otherwise for the benefit of such persons.
- (L) Of doing all such other things as are incidental or conducive to the attainment of the object of the Association.

Provided that the Association shall not support with its funds 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 Association would make it a Trade Union.

Provided also that in case the Association shall take or hold any property subject to the jurisdiction of the Charity Commissioners or Board of Education for England and Wales, the Association shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law, and as regards any such property the Managers or Trustees of the Association shall be charge-

able for such property as may come into their hands, and shall be answerable and accountable for their own acts, receipts, neglects and defaults, and for the due administration of such property in the same manner and to the same extent as they would as such Managers or Trustees have been if no incorporation had been effected, and the incorporation of the Association shall not diminish or impair any control or authority exercisable by the Chancery Division, the Charity Commissioners or the Board of Education over such Managers or Trustees, but they shall, as regards any such property, be subject jointly and separately to such control or authority as if the Association were not incorporated. In case the Association shall take or hold any property which may be subject to any trusts, the Association shall only deal with the same in such manner as allowed by law, having regard to such trusts.

4. The income and property of the Association, whencesoever derived, shall be applied solely towards the promotion of the objects of the Association as set forth in this Memorandum of Association, and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus, or otherwise howsoever by way of profit, to the members of the Association.

Provided that nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the Association, or to any member of the Association, in return for any services actually rendered to the Association, nor prevent the payment of interest at a rate not exceeding 5 per cent. per annum on money lent or reasonable and proper rent for premises demised or let by any member to the Association, but so that no member of the Council of the Association shall be appointed to any salaried office of the Association, or any office of the Association paid by fees, and that no remuneration or other benefit in money or money's worth shall be given by the Association to any member of such council or governing body except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Association: Provided that the provision last

aforesaid shall not apply to any payment to any railway, gas, electric lighting, water, cable or telephone company of which a member of the council of management or governing body may be a member or any other company 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. If upon the winding up or dissolution of the Association there remains any property whatsoever after the satisfaction of all its debts and liabilities, and after the repayment to the holders of the shares of the Association the amount paid up thereon, the same shall not be paid to or distributed among the members of the Association, but shall be given or transferred to some other institution or institutions, having objects similar to the objects of the Association, such institution or institutions to be determined by the members of the Association at or before the time of dissolution, or in default thereof by such judge of the High Court of Justice as may have or acquire jurisdiction in the matter, and if and so far as effect cannot be given to the aforesaid provision, then to some charitable object.

We the several persons whose names are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.	Number of Shares taken by each Subscriber.
J. HEMERY, 34 Craven Terrace, W., Minister of the Gospel.	Three.
H. J. SHEARN, 34 Craven Terrace, W., Minister of the Gospel.	Three.
W. CRAWFORD, 34 Craven Terrace, W., Accountant.	Three.
J. F. SUTHERFORD, 34 Craven Terrace, W., American Counsellor at Law.	Three.

Dated this 29th day of June, 1914.

Witness to the above Signatures—

ERNEST H. NEVILLE,

Clerk to

A. J. GREENOP & Co.,

Solicitors,

Bush Lane House,

Cannon Street,

London, E.C.

I certify this document to contain a true copy of the Memorandum of Association of International Bible Students Association, as altered by Special Resolution passed 2nd November, 1949

B. B. Chitty
Secretary

62.

The Companies Acts

By. Co. / (continued)

Special Resolution

OF

INTERNATIONAL BIBLE STUDENTS ASSOCIATION

Passed 20th April, 1951



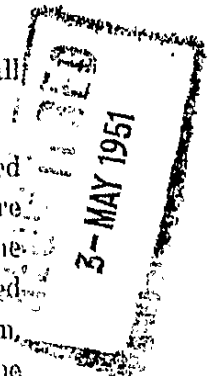
At an EXTRAORDINARY GENERAL MEETING of the above-named Association duly convened, and held at 34, Craven Terrace, London, W.2, on Friday, the 20th day of April, 1951, the following Resolution was duly passed as a Special Resolution:—

SPECIAL RESOLUTION

That the Association's Articles of Association be altered in the following manner:

(a) Article 11 shall be cancelled and the following Article shall be substituted therefor:—

"11. A share may be transferred by a member or other person entitled to transfer to any member selected by the transferor but no share shall be transferred to a person who is not a member except with the prior consent of the Council such consent to be in writing and signed by the Secretary or other duly authorised officer of the Association. No transfer of any share in the capital of the Association shall be registered without the prior consent of the Council (notwithstanding that such transfer may be authorised by the foregoing provisions of this Article) who may, without assigning any reason, decline to give any such consent, and shall so decline in the case of any transfer the registration of which would involve a contravention of Article 6 thereof. The Council may also suspend the registration of transfers during the 14 days immediately preceding the Ordinary General Meeting in each year."



93721



(b) The following Article shall be inserted after Article 11 (substituted as aforesaid):—

"12. The Council may call upon the executors or administrators of a deceased member or the trustee in bankruptcy of a member who has been adjudicated bankrupt to transfer the shares of the deceased or bankrupt to some person or persons nominated in writing by the Council, and if such executors administrators or trustee do not or does not comply within 14 days with such call the Council may authorise some person to transfer the said shares of the deceased or bankrupt to such person or persons as directed by the Council and such transfer shall be registered and such person or persons shall upon such registration become for all purposes a member or members of the Association. Provided always that upon such transfer such person or persons nominated by the Council shall pay to the said executors administrators or trustee the fair value of the share or shares so transferred as aforesaid but a failure to comply with this provision shall not invalidate such transfer or registration."

(c) The following Article shall be inserted after the proposed new Article 12:—

"13. The Council may call upon any member who in the bona fide opinion of the Council has ceased to conform with the principles of the Association or whom the Council bona fide considers should in the interests of the Association cease to be a member thereof to transfer his shares to some person or persons nominated in writing by the Council and if such member does not comply within 28 days with such call the Council may authorise some person to transfer the said shares to such person or persons as directed by the Council and such transfer shall be registered and upon such registration such member shall cease to be a member of the Association and such person or persons shall upon such registration become for all purposes a member or members of the Association. Provided always that upon such transfer such person or persons nominated by the Council shall pay to the said member the fair value of the share or shares so transferred as aforesaid but a failure to comply with such provision shall not invalidate such transfer or registration."

(d) The following Article shall be inserted after the proposed new Article 13:—

"14. A member called upon by the Council to transfer his share or shares under the provisions of Article 13 may within fourteen days of the date of posting of the said call send by prepaid registered post addressed to the Secretary of the Association at the registered office of the Association a notice of appeal against such call. Upon receipt of such a notice of appeal the Council shall convene an extraordinary general meeting of the Association to be held not earlier than 21 days and not later than 48 days after the receipt of such notice of appeal and meanwhile the operation of the provisions of Article 13 shall be suspended. If at the said extraordinary general meeting the Association resolves by ordinary resolution that the said call made by the Council shall be revoked such call shall thereupon become null and void but in the event of the Association not so resolving the operation of such call shall forthwith again become effective and Article 13 shall have effect accordingly. Provided always that from the date of such call such member shall no longer be entitled to exercise any of the rights of membership of the Association unless or until such call is revoked in the manner hereinbefore mentioned, except that he shall be entitled to invoke this Article and attend, speak and vote at such extraordinary general meeting."

(e) The following Article shall be inserted after the proposed new Article 14:—

"15. For the purposes of Articles 12 and 13 the fair value of shares shall be deemed to be the nominal value thereof unless or until the Association in general meeting by ordinary resolution otherwise directs. No such resolution shall have retrospective effect."

(f) Articles 12 to 44 respectively inclusive shall be re-numbered 16 to 48 respectively.

E. C. CHITTY,

Secretary.

To certify that this is a true copy of the Resolution

at Hughes Chairman

E. C. Chitty Secretary

No. 136726

The Companies Act, 1948

UNLIMITED COMPANY



Special Resolutions

OF

INTERNATIONAL BIBLE STUDENTS ASSOCIATION

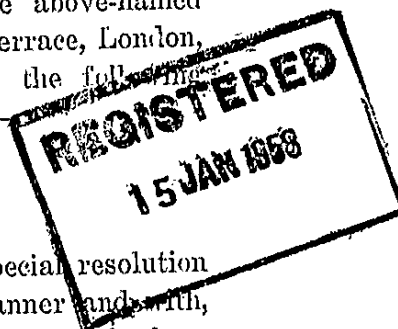
Passed 10th January, 1958.

At an EXTRAORDINARY GENERAL MEETING of the above-named ASSOCIATION duly convened, and held at 34, Craven Terrace, London, W.2., on Friday, the 10th day of January, 1958, the following Resolutions were duly passed as Special Resolutions:-

RESOLUTIONS.

1. That the Association shall have power by special resolution to reduce or extinguish its share capital in any manner and with, and subject to, any incident authorised, and consent required, by law; and that this Resolution shall have effect, so far as necessary, by way of an alteration to the Articles of Association.

2. That the capital of the Association consisting of 25 issued and 75 unissued shares of £1 each be extinguished and that such extinction be effected by returning to the holders of the said 25 issued shares the sum of £1 paid up on each of such shares, and by cancelling the said 25 issued shares and the said 75 unissued shares.



Filed by:-

Gouldens
40-43 Chancery Lane
W.C.2.

15 JAN 1958

3. That subject to and upon such extinction of capital taking effect:

(a) The members of the Association shall be such persons as immediately before the passing of Resolution No. 2 were shown in the Register of Members as the holders of shares in the Association, and such other persons as are named with their consent in the Articles of Association of the Association as members or may hereafter be admitted to membership in accordance with the Articles of Association as hereby amended;

(b) The Articles of Association be altered in manner following:—

(i) By deleting Articles 3 to 15 (inclusive), and the headings to such Articles, and by substituting therefor the following Articles and headings:—

MEMBERS.

3. The present number of members of the Association does not exceed 25, but the Council may from time to time register an increase of members.

4. The Council shall have an absolute discretion as to the admission of any person to membership of the Association, and shall not be bound to give any reason for their decision.

5. A member shall *ipso facto* cease to be a member of the Association—

(A) If he resign by giving notice in writing to the Association of his intention so to do, in which case he shall cease to be a member upon receipt of the notice by the Association; or

(B) If at a General Meeting of the Association a resolution be passed by the votes of not less than three-fourths of those present, after giving the member a proper opportunity of being heard, that it is not in the interests of the Association that he continue a member.

6. The rights and privileges of a member shall be personal to himself and shall not be transferable by his own act or by operation of law, and shall cease on his death or on his ceasing to be a member.
 7. Where any member has ceased for any reason to be a member, it shall be within the power of the Council, either unconditionally, or on such conditions as may to them seem expedient, to reinstate him as a member.
 8. Any person ceasing to be a member shall nevertheless remain liable to pay all sums (if any) presently payable by him to the Association at the date of his ceasing to be a member.
- (ii) By re-numbering Articles 16, 17 and 18 (as previously re-numbered) 9, 10 and 11 respectively;
- (iii) By deleting Article 19 (as previously re-numbered) and by substituting therefor the following Article to be numbered 12:—
12. Fourteen clear days notice at the least, or (in the case of an Annual General Meeting or meeting convened to pass a Special Resolution) twenty-one clear days notice at the least, shall be given in manner hereinafter mentioned to such members as are, under the provisions herein contained, entitled to receive notices from the Association and also to the Association's Auditors. The length of the notice in every case shall be calculated exclusive of the day on which the notice is served or deemed to be served and the day for which it is given.
- (iv) By re-numbering Articles 20 to 24 inclusive (as previously re-numbered) 13 to 17 inclusive respectively.
- (v) By deleting Articles 25, 26 and 27 (as previously re-numbered) and by substituting therefor the following Articles to be numbered 18, 19 and 20:—
18. On a show of hands every member who is present in

person shall have one vote. On a poll every member who is present in person or by proxy shall have one vote.

19. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing. A proxy must be a member of the Association.

20. A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal, or revocation of the proxy or of the authority under which the proxy was executed, provided that no intimation in writing of such death, insanity or revocation shall have been received by the Association at its registered office before the commencement of the meeting or adjourned meeting at which the proxy is used.

(vi) By re-numbering Articles 28, 29 and 30 (as previously re-numbered) 21, 22 and 23 respectively;

(vii) By deleting Article 31 (as previously re-numbered) and by substituting therefor the following Article to be numbered 24:—

24 The members of the Council at the date of the adoption of this Article are Nathan Homer Knorr, Alfred Pryce Hughes, Ewart Charles Chitty, Grant Suiter and Philip David Morgan Rees.

(viii) By renumbering Articles 32 to 48 inclusive (as previously re-numbered) 25 to 41 inclusive respectively.

E. C. Chitty
E. C. CHITTY,

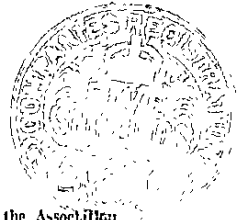
Secretary.

171
TELEGRAPH: DIAGLOTT WESPHONE LONDON

6.2.44 1971
TELEPHONE: PADDINGTON 2601

INTERNATIONAL BIBLE STUDENTS ASSOCIATION

34 CRAVEN TERRACE LONDON W2



[A copy of this letter has been delivered to the Registrar of Companies for filing, having attached thereto (a) the consent of the Auditors of the Association to the inclusion of their report in the information set out on the back of this letter in the form and context in which it is included and (b) copies of the contracts numbered (i) to (iii), referred to in Paragraph 7 of the information.]

17th January, 1958

REGISTERED
16th JAN 1958



Dear

We have your enquiry in response to the President's letter inviting financial assistance to build the new British branch building at Mill Hill, London, and thank you for it. With pleasure we give you the details.

The International Bible Students Association, being the British corporation, will issue a series of Notes in denominations of £25, dated 31st January, 1958. They will be unsecured Notes, and will merely be the Association's obligation to pay the face value plus interest according to the terms set out below:—

"INTERNATIONAL BIBLE STUDENTS ASSOCIATION, whose registered office is at 34 Craven Terrace, London, W.2, promises to pay to [your name and address here] or other the registered holder hereof upon being given three months notice, the sum of twenty-five pounds together with interest at the rate of two (2) per cent per annum, payable annually from the date hereof on the 31st day of January in each year. The principal and interest are payable at the offices of the Association in London and in the case of joint registered holders the receipt of any one of such holders shall be a good discharge to the Association.

This Note is transferable only by instrument of transfer registered upon the books of the Association. The Council of the Association shall be entitled to refuse to register any transfer of this Note without a reason therefor. The Association shall not be bound to take notice of any trust respecting this Note but may treat the registered holder thereof as absolute owner.

At the option of the Association it may pay this Note at any time in full together with accrued interest on three months notice to the holder."

We have been advised that there is certain information which we are required to give you in connection with the issue of Notes. This information is set out on the back of this letter.

If you wish to lend money to the Association for the new building, please send it as soon as possible to International Bible Students Association, 34 Craven Terrace, London, W.2, by crossed cheque or money order, with a covering letter. Since the Notes are issued in denominations of £25, make the amount a multiple of £25.

We look forward to hearing from you, confident that Jehovah's spirit will move his people to assist in this work. In this day of theocratic expansion we must move forward boldly to accomplish the ministry to Jehovah's praise.

Your brothers and fellow servants,

37

International Bible Students Assⁿ

17 JAN 1958

PARTICULARS OF THE NOTES

Each Note is repayable on three months notice given either by the Association or by the holder of the Note.

The Notes are in denominations of £25 and carry interest at 2 per cent per annum, payable yearly on 31st January in each year.

STATUTORY INFORMATION

1. The Association is an unlimited company without a share capital.
2. The subscription list for the Notes will open 20th January, 1958. No allotment of the Notes will be made before that date.
3. None of the Notes is under option to any person.
4. None of the Notes has at any time been issued for a consideration other than cash.
5. No underwriting commission is being paid in connection with this issue or has ever been paid by the Association in connection with any issue of its shares or securities prior to the extinguishment of the Association's share capital.
6. The estimated expenses of this issue are £530 (including £250 for stamp duty on the Notes based on a total issue of £100,000), which will be paid out of funds of the Association.
7. The following contracts entered into by the Association in the past two years are or may be material:—
 - (I) Agreement dated 11th July, 1956, between the Association (1) and Keith P. Roberts (2) for the appointment of an Architect for the proposal to erect the new premises referred to in Contract (III) below on the R.I.B.A. Conditions of Engagement and Scale of Professional Charges dated July, 1954, and letter dated 11th July, 1959, and for the employment and payment of a quantity surveyor and consultants;
 - (II) Transfer under the Land Registration Acts dated 31st January, 1957, whereby 17,902 acres of land at Mill Hill, London, N.W.7, were transferred to the Association at the price of £20,000;
 - (III) Agreement dated 20th February, 1957, between the Association (1) and C. Miskin & Sons, Limited (2) for the erection of new premises comprising a three-storey hostel building, two-storey lounge and library building and two-storey printery and dispatch building at Bittacy House, Bittacy Hill, Mill Hill, London, N.W.7, at the price of £221,013. 12. 2., or such other sum as shall become payable under the said agreement.
8. The auditors of the Association are Jones, Ross, Howell & Co., Chartered Accountants, of St. Dunstons Chambers, 10/11 Fetter Lane, London, E.C.4, who have given and have not withdrawn their consent to the inclusion of their report in this Prospectus.
9. The following is the Auditors' report:—

The Members of the Council,
International Bible Students Association,
34 Craven Terrace,
London, W.2

8th January, 1958

Gentlemen:

We have examined the audited accounts of the International Bible Students Association and we report as follows:—

1. The Association is a charitable concern and does not engage in trading for profit. However, the excess of Income over Expenditure, or Expenditure over Income, as the case may be, for the five years ended the 31st August, 1957, was as follows:—

	Excess of Income over Expenditure	Excess of Expenditure over Income
Year ended 31st August, 1953		£1,903
Year ended 31st August, 1954		£1,240
Year ended 31st August, 1955	£0,430	
Year ended 31st August, 1956	£2,677	
Year ended 31st August, 1957		£2,081

Being a charitable body, one of the main sources of income of the Association is from legacies and donations. The above figures are after taking account of all sources of income with the exception only of donations received towards the cost of the new building, Bittacy House, Mill Hill, London, N.W.7. These latter donations have been placed to the credit of a Capital Reserve Fund.

Depreciation at the rate of 10 per cent per annum has been charged on the Household Furniture and Fittings and the Convention Equipment, and at the rate of 20 per cent per annum on the Motor Vehicle throughout the period under review.

The excess of Income over Expenditure for the year ended 31st August, 1956, is after charging the sum of £561, being exceptional Legal and Professional Charges in connection with the possible development of 34 Craven Terrace, W.2, and the possible acquisition and development of other new sites.

Being a charitable organisation, no income tax or profits tax is payable by the Association.

2. The net assets of the Association as shown by the audited Balance Sheet as at 31st August, 1957, were as follows:—

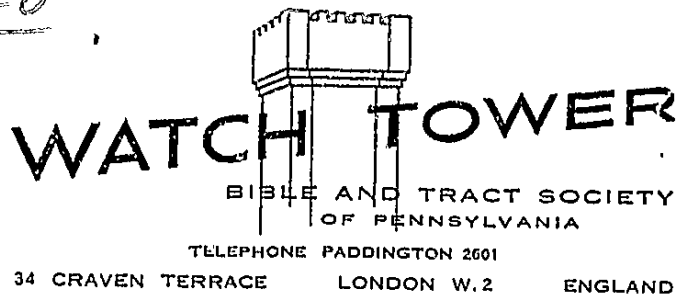
Fixed Assets		£70,117
Freehold Properties, at cost to date		
Household Furniture and Fittings and Convention Equipment, at cost	£0,707	
Less: Accumulated Depreciation	4,570	2,227
Motor Vehicle, at cost	60	
Less: Accumulated Depreciation	1	59
Convention Crockery and Utensils, as valued by the Association Officials	—	475
Investment, 1½ per cent Debenture Stock, United Women's Home Association Ltd., at nominal value (Donated)		61
Current Assets		
Sundry Debtors and Prepayments	5,016	
Cash at Bank	10,232	
	15,278	
Less: Current Liabilities		
Sundry Creditors and Provision for Accrued Expenses	1,037	14,241
Total Net Assets		£93,180
Represented by:		
Issued Share Capital, 25 Shares of £1 fully paid		25
Capital Reserve—New Building Fund		54,123
Revenue Reserve—General Fund, Credit Balance		30,032
		£93,180

Notes:

- a. The Freehold Properties are shown at cost, plus legal expenses of purchase where applicable. The new building, Bittacy House, London, N.W.7, is shown at the cost of the site plus legal expenses, etc., together with the total progress payments to Contractors made to date.
- b. The Association has entered into commitments for further Capital expenditure amounting to approximately £102,520.
- ii. No audited Accounts of the Association have been prepared since 31st August, 1957.
4. As the Association is a charitable organisation and its Memorandum of Association has always prohibited the application of its income or property in the payment of dividends to its Members, no dividends have been paid on the Issued Share Capital during the five years ended 31st August, 1957, or previously.

Yours faithfully,
Jones, Ross, Howell & Co.

136726



[The permission given by the Board of Trade under the Prevention of Fraud (Investments) Act, 1939, for the distribution of this document does not imply approval by them of the terms of the offer or responsibility for any of the statements made or for the soundness of any of the opinions expressed.]

December 27, 1957

PRELIMINARY ANNOUNCEMENT

JEHOVAH'S WITNESSES IN THE BRITISH ISLES

Dear Brothers:

As was announced at the "Triumphant Kingdom" Assembly at Twickenham in 1955, the Society is building a new office, factory and Bethel home on The Ridgeway, Mill Hill, London N.W.7. Construction began on February 18, 1957. The site is an ideal one for our purpose, being 18 acres in size and yet less than 8 miles from the heart of London. It is near Mill Hill East tube station and on two London bus routes. We are erecting a modern building there, one that should cope with the expansion now taking place in Britain.

As you know, the expansion of the work world-wide made it necessary for the construction of two factory buildings and a Bethel home at the headquarters in Brooklyn. These buildings were financed by Jehovah's people who lent the Society sufficient funds to provide for the construction and equipping of them. I am sure that in Britain, too, Jehovah's people will make the financial provision for the new London Bethel by donating or loaning the money needed.

Donations may be sent to London with a covering letter and will, of course, be acknowledged. All those interested in loaning money for the building are asked to write now for a copy of the particulars (prospectus) to the International Bible Students Association at 34 Craven Terrace, London W.2.

Your fellow servants in the New World society,

WATCH TOWER BIBLE AND TRACT SOCIETY
INTERNATIONAL BIBLE STUDENTS ASSOCIATION

N. H. Knowlton

President

P.S. to congregation servants: Please read this letter at the first service meeting and the first *Watchtower* study after its receipt, and exhibit it on the notice board for four weeks.

JONES, ROSS, HOWELL & Co.
CHARTERED ACCOUNTANTS.

LESLIE O. ROSS, F.C.A.
PHILIP T. COMBER, F.C.A.
ALAN C. VAUSE, A.C.A.

TELEGRAMS
CHARACCS, FLEET, LONDON
CABLES
CHARACCS, LONDON

Our ref: C/C/G.417

TELEPHONE
FLEET STREET 0771/2.

*St. Dunstons Chambers,
10/11, Fetter Lane,
London, E.C.4.*

AGENCIES
SYDNEY, AUSTRALIA
JOHANNESBURG, S. AFRICA

9th January, 1958.

The Members of the Council,
International Bible Students
Association,
34 Craven Terrace,
London, W.2.

Gentlemen,

In accordance with Section 40 of the
Companies Act, 1948, we have pleasure in giving
our consent to the inclusion of our Report
dated the 8th January, 1958 in the Statutory
information accompanying the Prospectus in the
form and context in which it is included.

Yours faithfully,

Jones, Ross, Howell & Co.

