THE COMPANIES ACT, 1929.



DECLARATION of Compliance with the requirements of the

Companies Act, 1929, on application for registration of a Company.

Pursuant to Section 15 (2).

REGISTERED

Insert the Name of the Company.

The I algrow Insushing tempuny LIMITED.

Presented by

Chippina Towns, Simple His., Eurospansed secomments.

516, Buchersury
Solo

The Solicitors' Law Stationery Society, Limited,

22 Chancery Lane, W.C.2; 27 & 28 Walbrook, E.C.4; 49 Bedford Row, W.C.1; 6 Victoria Street, S.W.1; 15 Hanover Street, W.1; 19 & 21 North John Street, Liverpool, 2; 77 Colmore Row, Birmingham, 8, and 66 St. Vincent Street, Glasgow.

PRINTERS AND PUBLISHERS OF COMPANIES BOOKS AND FORMS.

Companies Form 6c.

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	J. William Thomas Robins of 5 and to Buchlessany in the big of housen
· •	of 5 and to, Bucklessing in the ling of housen
(a) Here insert: "A Solicitor of the "Supreme Court" (or in Scotland "an Enrolled Law "Agent") "engaged "in the formation." or "A person named "in the Articles of "Essociation as a "Directur" or	Do solemnly and sincerely declare that I am (*) a furniture named in the association as Decreased.
	of the Palgrave Publishing Company
	Limited, and that all the requirements of the Companies Act, 1929,
	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	3 Panera Care Dellam 2 Johns
the	day of Feb. 193.5

Before me,

. .. Contain For a Nouncy Public or [

12

THE STAMP ACT 1891.

(54 & 55 Vier., Ch. 39.)

COMPANY LIMITED BY SHARES.



Statement of the Mominal Capital

OF	REGISTE!
The Palgrane Publishing	13 FEB 1935
LIMITED.	Julyway

Pursuant to Section 112 of the Stamp Act 1891, as amended by Section 7 of the Finance Act 1899, by Section 39 of the Finance Act 1920, and Section 41 of the Finance Act 1933.

NOTE.—The Stamp Duty on the Nominal Capital is Ten 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 by

beligene Fours, Tempa Mr. Soler

THE SOLICITORS' LAW STATIONERY SOCIETY, LIMITED,
22 Chancery Lane, W.C.2, 27 & 28 Walbrook, E.C.4, 49 Bedford Row, W.C.1, 6 Victoria Street, S.W.1,
15 Hanover Street, W.1, 19 & 21 North John Street, Liverpool, and 66 St. Vincent Street, Glasgow.
PRINTERS AND PUBLISHERS OF COMPANIES' BOOKS AND FORMS.

Companies Form 6.

suo Baok.

THE NOMINAL CAPITAL

OF

VALPOURING AND	
The Palgram	Sublishing Company, Limited,
is £ 1,000 ——	, divided into four insurance
Shares of fuic shi	cluige each.
*Signatur	e William I Wohins
Officer	Decensory
Dated the	day of July 193.5

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



THE COMPANIES ACT, 1929.



COMPANY LIMITED BY SHARES

Memorandum of Association

F ----

REGISTERED

THE PALGRAVE PUBLISHING COMPANY LIMITED.

13 FEB 1935

- 1. The name of the Company is "THE PALGRAVE PUBLISHING COMPANY LIMITED".
- 2. The Registered Office of the Company will be situate in England.
- 3. The objects for which the Company is established are :-
 - (a) To carry on business as art printers, cheque printers, colour printers, copper-plate printers, etching printers, lithographic printers, offset printers, photogravure printers, roll-form and automatic printers, sporting printers, trade printers, linotype setters, and as printers generally; and as engravers, photographers, lithographers, artists, designers and draughtsmen, newspaper, magazine, periodical and journal proprietors; press agents, newsagents, journalists, literary, dramatic and music critics; and as advertisement and publicity agents and experts.
 - (b) To carry on business as manufacturers of, and dealers in, paper, cardboard, postcards, picture cards, playing cards, transfers, pens, pencils, ink and stationery generally.
 - (c) To carry on business as publishers, booksellers, bookbinders, publishers' remaindermen, picture, print, engraving and art dealers, wholesale and retail stationers, tobacco merchants, trunk, case, portmanteau and fancy goods dealers, metal and alloy makers, refiners and workers, engineers, electricians, goldsmiths, silversmiths and electroplaters, garage proprietors, warehousemen and general storekeepers.
 - (d) To manufacture, grow, import, buy, sell, exchange,

clean, erect, instal, repair, alter, re-model, let or take on hire, or otherwise deal in, any plant, machinery, material, article or thing capable of being conveniently made, used, or sold, in any of the businesses or trades aforesaid.

- (e) To guarantee the capital, dividends or interest of or upon any shares, stock, debentures, bonds, scrip, or other securities, or any obligation or contract entered into by any company, association, body, person or authority.
- (f) To draw, accept, endorse, issue, negotiate, cancel, withdraw, purchase, or oth each in, bills of exchange, promissory notes, and other mercantile instruments.
- (g) To undertake and execute agencies of all kinds, and to accept money, securities and property of all kinds for safe custody or otherwise.
- (h) To arrange for and do all acts and things (whether by way of the promotion of companies or otherwise, howsoever) necessary or convenient for the amalgamation or joint working of undertakings, trades or industries of any kind, or for the promotion and establishment of selling organisations for their products.
- (i) To arrange and enter into any compromise or scheme thought necessary or desiralle in the interests of the Company, and to take all such steps and proceedings and do and execute all such acts, deeds, matters and things as in the opinion of the Company may be desirable for the protection of its property or rights or the enhancement of the value thereof.
- (j) To obtain the grant of, purchase, or otherwise acquire any concessions, contracts, rights, patents, privileges, monopolies, undertakings, or businesses, or any right or option in relation thereto, and to perform and fulfil the terms and conditions thereof, and to carry the same into effect, operate thereunder, develop and turn to account, maintain and sell, dispose of and deal with the same.
- (k) 1. explore, examine, investigate, test, make experiments, obtain reports, opinions of experts, and information in relation to any property or rights which the Company may acquire or become interested in, or may propose to acquire or become interested in, and to engage and pay fees to experts, servants and agents and others for the purpose of making investigations of any nature whatsoever.
- (1) To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with any business which the Company is authorised to carry on, or may seem to

the Company calculated directly or indirectly to benefit this Company or to enhance the value or render profitable any of the Company's properties or rights.

- (m) To adquire and carry on all or any part of the business or property, and to undertake or guarantee any liabilities of any person, firm, association, or company whether possessed of property suitable for any of the purposes of this Company or carrying on any business which this Company is authorised to carry on or not, and on any terms, including if thought fit, giving or accepting as the whole or part of the consideration cash, shares, stocks or obligations, whether of this or any other Company.
- (n) To enter into partnership or into any arrangement for sharing profits, union of interest, joint adventure, reciprocal concessions or co-operation with any person or company carrying on, engaged in, or about to carry on or engage in, any business or transaction which the Company is authorised to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company, and to take or otherwise acquire and hold, sell, re-issue or otherwise deal with shares or stock in or securities or obligations of, and to subsidize or otherwise assist any such company, and to guarantee the principal and interest of any such securities or obligations, and the capital of and dividends upon any such shares or stock.
 - (o) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property, rights or privileges which the Company may think suitable or convenient for any purposes of its business; and to erect and construct buildings and works of all kinds.
 - (p) To distribute among the Members in kind any property of the Company, whether by way of dividend or bonus or return of capital, or in any other lawful manner and on any lawful occasion.
 - (q) To borrow or raise or secure the payment of money and for those or other purposes to mortgage or charge the undertaking and all or any part of the property and rights of the Company, present or after acquired, including uncalled capital, and to create, issue, make, draw, accept and negotiate perpetual or redeemable debentures or debenture stock, bonds or other obligations, bills of exchange, promissory notes or other negotiable instruments.
 - (r) To lend money to such persons, upon such terms and subject to such conditions as may seem expedient.
 - (s) To sell, let, develop, dispose of or otherwise deal with the undertaking, or all or any part of the property of the Company, upon any terms, with power

to accept as the consideration any shares, stocks or obligations of or interest in any other Company.

- (t) To pay out of the funds of the Company all expenses which the Company may lawfully pay of or incident to the formation, registration and advertising of or raising money for the Company and the issue of its capital, including brokerage and commissions for obtaining application for or taking, placing or underwriting shares, debentures or debenture stock, and to apply at the cost of the Company to rarliament for any extension of the Company's powers.
- (u) To enter into any arrangement with any government or authority, supreme, municipal, local or otherwise, and to obtain from any such government or authority any rights, concessions and privileges that may seem conducive to the Company's objects or any of them.
- (v) To establish and support, or aid in the establishment and support of associations, institutions and conveniences calculated to benefit any of the employees or ex-employees of the Company, or the dependents or connections of such persons, and to grant pensions and allowances, and to make payments towards insurance, and to subscribe or guarantee money for charitable or benevolent objects, or for any exhibition, or for any public, general or useful object.
- (w) To carry out all or any of the foregoing objects as principals or agents, or in partnership or conjunction with any other person, firm, association or company, or by means of any subsidiary or auxiliary company, and in any part of the world.
- (x) To do all such other things as are incidental or conducive to the attainment of any of the aforesaid objects.

and it is hereby declared that the word "Company" save where used in reference to this Company, shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in the United Kingdom or elsewhere, and the intention is that the objects specified in any paragraph of this clause shall, except where otherwise expressed in such paragraph, 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 Share Capital of the Company is £1,000 divided into Four thousand Shares of Five shillings each.
- 6. The shares in the initial capital of the Company, and any shares created by increase of capital, may be divided into several classes, and may be issued with any preferential, special or qualified rights, privileges and conditions attached thereto.

WE, the several persons whose names, addresses and descriptions 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.
Frederick Milliam Streff. 140 Castcole Pane, South Harrow, whides. Accountant.	(one)
Accountant.	(One).

8th day of February 1935. the DATED

to the above Signatures :-WITNESS

> Mustin More 38 Bennetto Cartle Law, Lhadwell Heath.

Balea.

flork.



THE COMPANIES ACT, 1929.



COMPANY LIMITED BY SHARES.

Articles of Association

OF

REGISTERET:

13 FEB 1935

THE PALGRAVE PUBLISHING COMPANY LIMITED.

- 1. The regulations contained in the Table marked "A" in the First Schedule of the Companies Act, 1929, shall, subject as hereinafter provided, be the regulations of this Company.
- 2. The following clauses of the Table "A" shall not apply to this Company, viz: Clauses 19, 64, 66, 68, 69, 71, 72 to 79, 82, 91 and 101.
- 3. The Company shall be a private Company within the meaning of the Companies Act, 1929, and accordingly:-
 - (A) The Board may, without assigning any reason, decline to register any transfer of shares.
 - (B) The number of Members of the Company (exclusive of persons who are in the employment of the Company and of persons who having been formerly in the employment of the Company were while in such employment and have continued after the determination of such employment to be Members of the Company) is limited to fifty, but so that for the purposes of this Article two or more joint holders of one or more shares in the Company shall be treated as a single Member.
 - (C) No invitation shall be made to the public to subscribe for any shares, debentures or debenture stock of the Company.
 - (D) No share warrant to bearer shall be issued unless the Company shall first have complied with the provisions of sub-section (1) of Section 27 of the Companies Act, 1929, so as to turn itself into a public company.
- 4. The Company may pay a commission at a rate not exceeding 10 per cent. on any shares to any person in consideration of

his subscribing or agreeing to subscribe whether absolutely or conditionally, for any shares in the Company, or procuring or agreeing to procure subscriptions, whether absolute or conditional, for any shares in the Company. The total amount of the sum paid by way of commission in respect of any shares, debentures or debenture stock of the Company, or allowed by way of discount in respect of any debentures or debenture stock, shall be stated in every balance-sheet of the Company until the whole amount thereof has been written off.

- 5. Save as hereby otherwise provided no Share shall be transferred to any person who is not a Member of the Company so long as any Member is willing to purchase the same at the fair value, which shall be determined as hereinafter provided and in the event of the decease of a Member of the Company the Directors may call upon the executors or administrators of the deceased Member to transfer the shares of the Deceased in the manner following.
- 6. In order to ascertain whether any Member is willing to purchase a Share at the fair value the person, whether a Member of the Company or not, proposing to transfer the same (hereinafter called "the Retiring Member") shall give notice in writing (hereinafter described as "a sale Notice") to the Company that he desires to sell the same. Every sale notice shall specify the denoting numbers of the Shares which the retiring Member desires to sell, and shall constitute the Company the agent of the retiring Member for the sale of such Shares to any Member of the Company at the fair value. No sale notice shall be withdrawn except with the sanction of the Directors.
- 7. If the Company shall within 21 days after service of a sale notice find a Member willing to purchase any Share comprised therein (hereinafter described as "a purchasing Member") and give notice thereof to the retiring Member, the retiring Member shall be bound upon payment of the fair value to transfer the share to such purchasing Member, who shall be bound to complete the purchase within seven days from the service of such last-mentioned Notice. The Directors shall make such arrangements as regards the finding of a purchasing Member for any Shares as they may think just and reasonable.
- 8. At the Ordinary General Meeting in each year the Company shall by Resolution fix the price at which Shares of each class for the time being forming part of the Capital of the Company may be purchased in pursuance of a sale notice. The sums fixed as aforesaid at the Ordinary General Meeting last preceding the service of a Sale Notice shall for the purposes of the three preceding Articles be deemed to be the fair value of any Shares comprised in such notice. Until the fair value has been fixed as herein provided a sum equal to the Capital paid up on any Shares shall be deemed to be a fair value of such Shares.
- 9. In the event of the retiring Member failing to carry out the sale of any Shares which he shall have become bound to transfer as aforesaid the Company may give a good receipt for the purchase price of such Shares, and may register the purchasing Member as Holder thereof and issue

to him a Certificate for the same, and thereupon the purchasing Member shall become indefeasibly entitled thereto. The retiring Member shall in each case be bound to deliver up his Certificate for the said Shares, and on such delivery shall be entitled to receive the said purchase price without interest, and if such Certificate shall comprise any Shares which he has not become bound to transfer as aforesaid, the Company shall issue to him a balance Certificate for such Shares.

- 10. If the Company shall not within the space of twentyone days from the service of a Sale Notice find a purchasing
 Member for all or any of the Shares comprised therein, and
 give notice in manner aforesaid, or if through no default
 of the retiring Member the purchase of any Shares in respect
 of which such last-mentioned notice shall be given shall
 not be completed within fourteen days from the service of
 such last-mentioned notice, the retiring Member shall at
 any time within six calendar months thereafter be at
 liberty to sell and transfer the Shares comprised in his
 Sale Notice (or such of them as shall not have been sold to
 a purchasing Member) to any person and at any price.
- 11. The number of Directors may be one but shall not be more than five.
- 12. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed shall be two except when there is a sole Director who shall have personally all the powers which are hereby vested in the Directors.
- 13. (i) A Director shall not be required to hold any share qualification.
- (ii) No Director when duly appointed shall be subject to retirement from office, except as provided by Article 8.
- 14. (i) The first Director or Directors shall be the person or persons who shall be nominated in writing either before or after the incorporation of the Company by the Subscribers to the Memorandum of Association. Until such appointment the Subscribers to the Memorandum of Association shall be deemed for all purposes to be Directors. The office of a Director shall be vacated:
 - (a) If he become bankrupt or insolvent or compound with his creditors;
 - (b) If he become of unsound mind or be found a lunatic;
 - (c) If he be convicted of an indictable offence; and the pirectors shall pass a resolution to the effect that in the opinion of the Board it is undesirable, by reason of such conviction, that the Director should retain his office;
 - (d) If he absent himself from the Meetings of Directors for a period of six calendar months without special leave of absence from the other Directors;

- (e) If he become prohibited from being a Director by reason of any Order made under Section 217 or 275 of The Companies Act, 1929;
- (f) It he give the Directors notice in writing that he resigns his office.

But any act done in good faith by a Director whose office is vacated as aforesaid shall be valid unless, prior to the doing of such act, written notice shall have been served upon the Directors or an entry shall have been made in the Directors! Minute Book stating that such Director has ceased to be a Director of the Company.

- (ii) The first Secretary of the Company shall be Unliam Thomas Robins who shall hold that office at the will of the Directors who may at any time terminate the appointment without incurring any liability on behalf of the Company in damages or otherwise.
- (iii) Each Director may at any time appoint an alternative Director, such alternative Director to be approved by the other Director or Directors.
- 15. The Directors shall have power at any time to appoint any qualified person as an addition to the Board, either to fill a casual vacancy or as an addition to the Board, but so that the total number of Directors shall not exceed the maximum number fixed as above.
- 16. The Directors may from time to time appoint one or more of their body to be Managing Director or joint Managing Directors of the Company either for a fixed term or without any limitation as to the period for which he or they is or are to hold such office and may from time to time remove or dismiss him or them from office and appoint another or others in his or their place or places.
- 17. Any Managing Director shall, subject to the provisions of any contract between him and the Company, be subject to the same provisions as to resignation and removal as the other Directors of the Company, and if he ceases to hold the office of Director from any cause he shall ipso facto and immediately cease to be a Managing Director.
- 18. The salary or remuneration of any Managing Director of the Company shall, subject as provided in any Agreement, be such as the Directors may from time to time determine, and may either be a fixed sum of money or may altogether or in part be governed by the business done or profits made or may be upon such other terms as the Directors determine.
- 19. The Directors may from time to time entrust to and confer upon a Managing Director for the time being such of the powers exercisable under these presents by the Directors as they may think fit, and may confer such powers for such time, and to be exercised for such objects and purposes, and upon such terms and conditions, and with such restrictions as they may think expedient and they may confer such powers either collaterally with or to the exclusion of and in

substitution for all or any of the powers of the Directors in that behalf; and may from time to time, revoke, withdraw, alter or vary all or any of such powers.

- 20. The Board may borrow or raise any sum or sums of money upon such terms as to interest or otherwise as they may deem it, and for the purpose of securing the same and interest, or for any other purpose, create, issue, make and give respectively any perpetual or redeemable debentures or debenture stock, or any mortgage or charge on the undertaking or the whole or any part of the property, present or future, or uncalled capital of the Company, and any debentures, debenture stock, and other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued.
- 21. A Resolution in writing signed by all the Directors for the time being in England shall be as effective as a Resolution passed at a Meeting of Directors duly convened and held.
- 22. The Board may cause the Common Seal of the Company to be affixed to any document, provided that such document be also signed by any one Director and the Secretary or by any person or persons as may from time to time be appointed for the purpose by the Board.
- 23. No Director shall be disqualified by his office from contracting with the Ccupany, 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 realized by any such contract or arrangement by reason of such Director holding that office, or of the fiduciary relation thereby established. No Director shall as a Director vote in respect of any contract or arrangement in which he is so interested as aforesaid and the nature of his interest must be disclosed by him at the Meeting of the Board 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 Board after the acquisition of his interest; but such prohibition against voting 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, or in respect of advances made by them, or any of them, or to any contract or dealing with a corporation of which the Directors of this Company, or any of them, may be directors or members, and it may at any time or times be suspended or relaxed to any extent by a General Meeting. A General Notice that a Director is a member of any specified firm or company, and is to be regarded as interested in any subsequent transaction with such firm or company, shall be a sufficient disclosure under this clause, and after such general notice it shall not be necessary to give any special notice relating to any particular transaction with such firm or company.
- 24. It shall be no objection to any agreement entered into by the Company that the vendors stand or stood in a fiduciary

position towards the Company or that the Directors of the company or some of them or any of them are proprietors of or interested in the business and assets agreed to be sold or dealt with or that the Directors (if any) of the Company being numinated by the Vendors there was under the circumstances no independent Board of Directors or that no valuation has been made or obtained of the property agreed to be acquired or dealt with, and every Member of the Company, present or future, is to be deemed to join the Company on the footing of this clause and to have notice of the contents of such agreement or agreements.

25. A Resolution in writing, signed by all the Members of the Company, shall subject to the provisions of the Companies Act, 1929, be as valid and effectual as if it has been passed at a General Meeting of the Company duly convened and constituted.

The Company in General Meeting may at any time and from time to time pass a resolution that any sum not required or not available for the payment or provision of any fixed preferential dividend, and (a) for the time being standing to the credit of any reserve fund or reserve account of the Company or (b) being undivided net profits in the hands of the company (which expression shall include premiums received on the issue of any shares or debentures of the Company, and sums which have been carried forward without being divided, and if deemed expedient the profits arising from the appreciation in value of the capital assets of the Company) be capitalised, and that such sum be appropriated as capital to and amongst the ordinary shareholders in the proportions in which they would have been entitled thereto if the same had been distributed by way of dividend on the ordinary shares, and in such manner oas the resolution may direct, and such resolution shall be effective; and the Directors shall in accordance with such resolution apply such sum in paying up in full any unissued shares or debenture of the Company on behalf of the ordinary shareholders aforesaid appropriate such shares or debentures and distribute some credited as fully paid up amongst such shareholders or their nominees in the proportions aforesaid in satisfaction of the shares and interests of such shareholders in the said capitalised sum, or shall apply such sum or any part thereof on behalf of the shareholders aforesaid in paying up the whole or part of any uncalled balance which shall for the time being be unpaid in respect of any issued ordinary shares held by such shareholders, or otherwise deal with such sum as directed by such resolution. Where any difficulty arises in respect of any such distribution, the Directors may settle the same as they think expedient, and in particular they may issue fractional certificates, fix the value for distribution of any fully paid up shares or debentures, make cash payments to any shareholders on the footing of the value so fixed in order to adjust rights, and vest any such shares or debentures in Trustees upon such trusts for the persons entitled to share in the appropriation and distribution as may seem just and expedient to Directors. When deemed requisite a proper contract for the allotment and acceptance of the shares to be distributed as aforesaid shall be delivered to the Registrar of Companies

for registration in accordance with Section 42 of the Companies Act, 1929, and the Directors may appoint any person to sign such contract on behalf of the persons entitled to share in the appropriation and distribution, and such appointment shall be effective.

- 27. A copy of the annual balance-sheet and report shall, seven days previously to the Annual General Meeting, be kept at the Office open for the inspection of Members, but the same shall not be circulated, and no copy or extract from the same shall be taken or made.
- 28. A General Meeting declaring a dividend, may direct payment of such dividend wholly or in part by the 'istribution of specific assets, and in particular of fully or partly paid up shares, stock, debentures or debenture stock of any other company, or in any one or more of such ways and the Directors shall give effect to such Resolution, and where any difficulty arises in regard to such distribution may, subject as aforesaid, settle the same as they think expedient and in particular may issue fractional certificates, and may determine that cash payments may be made to any Members in order to adjust the rights of Members so as to avoid fractional distributions, and may vest any specific assets in trustees upon trusts for the persons entitled to the dividend as may seem expedient to the Directors.
- 29. The Liquidator on any winding Up of the Company (whether voluntary or under supervision or compulsory) may, with the authority of a Special Resolution, divide among the contributories in kind the whole or any part of the assets of the Company, and whether or not the assets shall consist of property of one kind, or shall consist of properties of different kinds, and for such purpose may determine how such division shall be carried out as between Members or classes of Members, and the Liquidator may with the like authority vest any part of the assets in trustees for the benefit of the Members as the Liquidator with the like authority shall think fit.
- 30. Save and except so far as the provisions and operations of this Article shall be avoided by any provision of the Companies Act, 1929, every Director, officer or servant of the Company shall be indemnified by the Company against, and it shall be the duty of the Board out of the funds of the Company to pay and seriefy all costs aborded located aborded. Company to pay and satisfy all costs, charges, losses, expenses and liabilities which he may incur or become liable to by reason of any contract entered into or act or thing done by him in the conduct of the Company's business or in any way in the discharge of his duties, and no Director or officer of the Company shall be liable for the acts, neglects, defaults or omissions of any other Director or officer or by reason of his having joined in any receipt for money not received by him personally or for any loss or expense happening to the Company through the insufficiency or deficiency of title to any property acquired by the Company, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any moneys, securities or effects shall be deposited, or for any loss or damage occasioned by any error of judgment, omission or oversight on his part, or for any other loss damage or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto, unless the same happen through his own wilful default or dishonesty.

Names, Addresses and Descriptions of Subscribers. Frederick William Stuff 140 Casteole Sane, South Harrow, Medde. accountant. Richard Benjamin Murray, 41, Woodstock Road, Jinsbury Park, London, N. H. accountant. 8th day of February 1935. the DATED

WITNESS to the above Signatures :-

Mustin: Moore,

38, Banneto Cartle dare,

Chaswell Hack.

Elerh.

Essex.

No. 222 and



Certificate of Incorporation

THE PALGRAVE PUBLISHING COMPANY LIMITED is this day Incorporated under the Companies Act, 1929, and that the Company Limited. Given under my hand at London this thirteenth day of February C

Registrar of Companies

Certificate | Motore PP Phiffon Tower Lough 1 Bo received by | Such le ham & Duto 18 16 in the 182

Thousand Nine Hundred and thirty-five.