

paying his subscriptions for the period during which his connection with the fund and the company had been suspended, together with interest thereon at the rate of 6 per cent. per annum.

22. All pensions shall be paid weekly or monthly, as the case may be, at the usual time of payment of wages or salaries.

[Amended 6th February, 1896, and 1st July, 1897.]

23. In deciding the amount of the pension to be paid to any subscriber, length of service in the tropics prior to the 1st of March, 1896, shall be taken as equal to one-third more than the same period of service elsewhere, or, in lieu thereof, a subscriber shall for every year of such service during which he has been a subscriber to the fund be entitled to retire four months earlier than the age of sixty years, on a pension calculated on his actual period of contribution: Provided, nevertheless, that continuous service in the tropics commenced prior to the said 1st of March, 1896, and determined at a date subsequent thereto, shall, for the purposes of this rule, be deemed service within its provisions, entitling the subscriber to the enlarged benefits thereunder, and shall be reckoned accordingly. But the employment by the company of any such subscriber outside the tropics for any period not less than six months shall, for the purposes of this rule, be deemed a determination of such tropical service.

24. Every question as to disablement or incapacity for further service shall be decided by the trustees, on receipt of a report by a medical officer approved by them; but in the event of the health of any subscriber who has retired so disabled or incapacitated becoming restored, so as to enable him to perform his duties, or any other duties for which he may be qualified, at his former salary or wages, his pension may be discontinued, and he may be called upon by the trustees, with the concurrence of the board of directors, to resume active duty, and again become a subscriber to the fund, and if he decline to do so he shall forfeit his right to such pension and all other his rights and benefits under these presents.

25. In the event of any subscriber in receipt of a pension dying before he has received double the amount of his own contributions to the fund the difference between the amount received by him and double the amount of such contribution shall be paid to his legal representatives.

[Amended 1st July, 1897.]

26. On the death of any subscriber who is not at the time in receipt of a pension the trustees shall pay to his legal representatives a sum equal to the average yearly salary and allowances or wages upon which the subscription paid by deceased during membership has been based.

27. The trustees shall pay the amount due to the legal representatives of a deceased subscriber either in one sum or by instalments, at their discretion.

28. If no legal representative of a deceased subscriber be known the trustees shall have power to hand the moneys which such legal representatives, had they been known, would have been entitled to receive to any person or persons who shall in their opinion be entitled to receive the same.

[Amended 27th September, 1895.]

29. In the event of the sickness of any subscriber, or of his receiving leave of absence without pay, his subscription may, at the discretion of the trustees, remain in abeyance for and during such period as the said trustees may limit or appoint, but such period shall be deducted from his term of membership unless he pay subsequently the subscription for such period, together with interest thereon at the rate of 6 per cent. per annum.

30. In the event of the death of a subscriber whose subscription has been allowed to remain in abeyance in terms of the last foregoing clause, the trustees shall, after deducting the amount of subscription in arrear at the time of the death of such subscriber, and interest at the rate aforesaid, pay to his legal representatives the amount which would have been payable to them had such subscriptions been paid up to the time of the subscriber's death.

[Amended 23rd December, 1895, and 1st July, 1897.]

31. Any subscriber voluntarily leaving the service of the company, but not in order to escape dismissal for fraud or dishonesty, after being a subscriber to the fund for a period of less than five years, shall have the right to receive one-half the amount he shall have contributed to the fund without interest, and no more, but shall have the right to receive back the whole of his own contributions, if any, that have been transferred from the old fund. The trustees may, however, in their absolute discretion, and if, in their opinion, the circumstances of any particular case should warrant it, sanction the refund to such subscriber of the whole amount of his contributions without interest. Any subscriber voluntarily leaving the service of the said company, but not in order to escape dismissal for fraud or dishonesty, after being a subscriber to the fund for a period of or exceeding five years, and any subscriber dismissed by the company, or required to resign his position for any cause other than fraud or dishonesty, shall have the right to receive the whole of the amount of his contributions to the fund without interest, and no more.

32. Any subscriber dismissed by the company for fraud or dishonesty, or retiring in order to escape dismissal for fraud or dishonesty, shall forfeit all claims on the fund, and all losses sustained by the company through the fraud or dishonesty of such subscriber shall be made good by the trustees out of the said fund up to three times the amount of his own contributions.

33. If any subscriber to the fund shall become bankrupt or insolvent, or assign his estate for the benefit of his creditors, or shall alienate or charge his interest in the fund or any part thereof, or attempt to do so, or if any event shall happen during his lifetime which shall disentitle him personally from participating in the benefits conferred by the said fund, he shall forfeit his interest in the said fund until he shall have obtained a discharge or release from the Court or other the proper parties, or shall otherwise be in a position to personally participate in the benefits conferred by the said fund free from the claims of Official Assignee or creditors whatsoever, and pending such event any moneys which otherwise would have been payable to him may, at the discretion of the said trustees, be paid over to or applied for the benefit of any other person or persons whom the said trustees may in their discretion consider entitled to them.

34. Any subscriber who absents himself from his employment for a period of one week without leave from the company or its representative shall be deemed to have resigned from the service of the company, and shall be dealt with accordingly, but in the event of his re-engagement the trustees shall have power to reinstate him in his position as subscriber to the fund upon such terms as they may see fit.

Miscellaneous Provisions.

35. Nothing in these presents contained shall be deemed in any way to affect, prejudice, or alter the powers of the company with regard to the dismissal, remuneration, or any dealings whatsoever with their employes for the time being subscribers to the fund.

36. The trustees, or a majority of them, may at any time add to or alter the present provisions of this deed, and may add fresh provisions thereto, provided that such alterations or additions shall first receive the sanction of the board of directors of the company, and the approval of a majority of the local committees.

37. The signatures of three trustees, one of whom shall be the general manager, or acting general manager, shall be necessary for the payment of any moneys out of the fund.

38. Nothing in these presents contained shall be construed as importing any personal or other liability with regard to the said fund on the part of the said trustees, but the said fund shall be solely and entirely liable for any act, matter, or thing arising hereunder, nor shall anything herein be construed as rendering the company in anywise liable or responsible for anything whatever which may be done or omitted in these presents.

39. If there shall arise any dispute or doubt as to the interpretation of any of the provisions of this deed, or the rights of any parties thereto, between a subscriber and any one of the local committees, or between a subscriber and the trustees, the decision of such dispute or doubt shall be wholly and finally with the trustees, who may nevertheless, in their discretion, allow an appeal from their decision to the chairman of the board of directors of the company, whose decision shall be final and conclusive. Any subscriber refusing to abide by such decision, or taking legal proceedings in respect of any matter or thing connected with his interest in the fund, shall *ipso facto* absolutely forfeit such interest.