

40. Any receipt given by any person to whom the trustees or the officer authorised by them shall pay any sum due on account of any of the benefits accruing hereunder shall be an absolute discharge to the said fund.

41. A copy of this deed shall be kept at every office other than the principal office and at every refinery and mill of the said company, and shall, where practicable, be duly executed by the subscribers to the fund for the time being connected with such office, refinery, or mill respectively; and the execution of such copies respectively shall to all intents and purposes be as binding and as effectual upon the executors as if they had executed the original; and, in case of any alterations or additions being made in this deed as hereinbefore provided, a copy of the same shall be forwarded to the principal officer in charge at every such office, refinery, or mill, or to the local committee, and shall be attached to or annexed to the copy of this deed kept at such office, refinery, or mill, and thereupon such alterations or additions shall be read and construed as if originally inserted in this deed and each copy thereof. Each copy of this deed, and all alterations and additions thereto, shall be certified by the secretary of the company in Sydney as correct, and such certificate shall be conclusive evidence of such correctness.

In witness whereof the common seal of the said company was hereunto affixed, and the other parties hereto have hereunto set their hands and seals, the day and year first before written.

The common seal of the Colonial Sugar-refining Company (Limited) was affixed hereunto by the directors present at and forming a board of directors of the said company held the 9th day of September, 1890, in the presence of—

EDW. W. KNOX, F. C. GRIFFITHS, WALTER LAMB, WALTER C. WATT, THOS. BUCKLAND,	} Directors.	EDW. W. KNOX, W. H. ROTHE, T. U. WALTON, GEORGE HENRY ROBINSON, WILLIAM DICKEY,	} Trustees.
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EDW. W. KNOX, General Manager.

ORIGINAL OF AMENDED RULES.

5. The said sum of £2,000, together with the amount to be transferred to the credit of the fund in accordance with the provisions of the last foregoing clause, and all donations, contributions, and payments, interest, income, accretions, accumulations, and profits whatsoever arising from or made in connection with the said fund, shall be invested by the trustees on deposit with the company, and shall bear interest at the rate of 6 per cent. per annum, calculated on the monthly balance at the credit of the fund, but the trustees shall have the option of investing one-fourth of the amount for the time being at the credit of the fund in the purchase of fully-paid-up shares in the company, at such price as will give a return of at least 7 per cent. per annum at the then current rate of dividend. The trustees shall have full liberty from time to time to transpose any such investments, and for that purpose they shall have power to sign, seal, execute, and deliver all transfers, receipts, discharges, releases, or other documents whatsoever, for the better and more effectually enabling them to deal with such investments, but no liability shall in anywise attach to the said trustees in respect of any losses in connection with any investments hereunder or otherwise howsoever.

14. The trustees may require any employé in receipt of weekly wages at present in the service of the company who wishes to subscribe to the fund, and has not been ten years in the service of the company, to produce a medical certificate as to his health, and shall not admit any such employé who is of intemperate habits or in unsound bodily health, and may, without assigning any reason, reject any intending subscriber otherwise eligible under these presents.

15. No employé in receipt of weekly wages shall be permitted to subscribe to the fund until he shall have been for a period of two years in the constant employment of the company, excepting, nevertheless, apprentices, who shall be permitted to subscribe after six months' service.

17. Any employé at present in the service of the company who is over thirty-three years of age, and who wishes to subscribe to the fund, shall, unless he become a subscriber within three months from the date hereof, pay such increased contributions as the trustees may decide, but no employé who commences to subscribe after attaining the age of forty-five shall be entitled to a pension.

19. The company shall place to the credit of the fund monthly a sum equal to the subscribers' contributions for such month to the fund, but so that such subscriptions shall not exceed the sum of £3,000 in any one year.

21. Every person who commenced to subscribe to the fund before attaining the age of forty-five years shall, on attaining the age of sixty years, or at an earlier period should he come within the provisions of Rule 23, or on becoming disabled or incapacitated from further service after subscribing for ten years, be entitled to retire on a pension, the amount whereof shall be actuarially determined once at least in every five years, and shall be based on the amount and period of contribution of such member: Provided that the trustees shall be at liberty, in their discretion, to withhold such pension, or any part thereof, from any subscriber who is disabled or incapacitated through his own habitual misconduct or neglect: And provided, also, that, however far a subscriber may date back his membership in accordance with Rule 4, no pension shall be paid until five years from the date hereof.

23. In deciding the amount of the pension to be paid to any subscriber, length of service in the tropics 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, be entitled to retire four months earlier than the age of sixty years on a pension calculated on his actual period of contribution.

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 such duties, and again become a subscriber to the fund, and if he declines to do so he shall forfeit his right to such pension and all other his rights and benefits under these presents.

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 has been paid by deceased during membership.

29. In the event of the sickness of any subscriber, 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.

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 of 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. 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.

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