ANNO VICESIMO OCTAVO

VICTORIÆ REGINÆ.

Cap. cxxiii.

An Act to vary, extend, and consolidate the Powers of the *Northern* Assurance Company; and for other Purposes relating thereto.

[19th *June* 1865.]

WHEREAS a Company or Copartnership was established in the Year One thousand eight hundred and thirty-six, under the Name of "The *North of Scotland* Fire and Life Assurance Company," by virtue of a certain Contract of Copartnery bearing Date the Second Day of *June* One thousand eight hundred and thirty-six, and various subsequent Dates, in order to carry on the Business of effecting Insurances of all Descriptions of Property against Loss or Damage by Fire, Assurances of single Lives, joint Lives, and Survivorships, the Purchase of Policies and Advances on their Security, the Purchase and Sale of Reversions, Reversionary Interests, and Annuities, Endowments for Children, and such other Business as is generally carried on or transacted by similar Companies: And whereas by Articles of Agreement and Deed of Accession to the said Contract of Copartnery bearing Date the First Day of *April* One thousand eight hundred and forty-seven, and various subsequent Dates, a certain other Assurance Company, carrying on Business in *Glasgow* under the Name of "The *Western* Fire and Life Insurance Company

Contract of Copartnery dated 2d June 1836.

Deed of Accession dated 1st April 1847.

Company of *Scotland*," was amalgamated with and merged in the said "*North of Scotland* Fire and Life Assurance Company," which after the said Amalgamation carried on Business in *Glasgow* and certain other Places under the Name of "The *North and West of Scotland* Fire and Life Assurance Company": And whereas under and by virtue of an Act passed in the Session of Parliament holden in the Eleventh and Twelfth Years of the Reign of Her Majesty Queen

11 & 12 Vict. c. xlvi. *Victoria,* Cap. 46., intituled *An Act for incorporating the* North of Scotland *Fire and Life Assurance Company, under the Name of* "*The* Northern *Assurance Company*;" *for enabling the said Company to sue and be sued, and to take, hold, and transfer Property; for confirming the Rules and Regulations of the said Company; and for other Purposes relating thereto,* which Act is herein-after referred to as "the Act of 1848," the said Company was incorporated by the Name and Designation of "The *Northern* Assurance Company" (hereafter referred to as "the Company"): And whereas by the said recited Act various Powers were conferred upon the Company, and various Provisions made for the Conduct and Regu-

24 & 25 Vict. c. xl. lation of its Business, and for other Matters relating thereto: And whereas by "The *Northern* Assurance Amendment Act, 1861," 24 *Vict.* Cap. 40., (hereafter referred to as "the Act of 1861,") additional Powers were given to the Company for enabling them to make Deposits and Investments required by the Laws, Customs, and Practice of any Colonies or Dependencies of *Great Britain* or any Foreign Countries or States where the Company might be carrying on or might desire to carry on Business, and also for enabling the Company to delegate certain Powers to Agents for Colonial or Foreign Business, and for enlarging the Powers of Investment of the Company, and for other Purposes: And whereas the Company has carried on and is carrying on an extensive Business not only in *Scotland* but also in all Parts of the United Kingdom, and in many Colonies and Dependencies of *Great Britain*, and in many Foreign Countries and States: And whereas the Capital of the Company has been increased to the full Amount authorized by the said Acts, and now consists of Two million Pounds, in One hundred thousand Shares of Twenty Pounds each, upon which One Pound *per* Share has been called up: And whereas under and by virtue of the said Acts the General Meetings of the Shareholders of the said Company are held at *Aberdeen*, and the general Management and Superintendence of the Affairs of the Company is vested in the General Board at *Aberdeen:* And whereas the Board of Directors of the Company at *London* is a Local Board: And whereas by the internal Arrangement of the Business of the Company the Business of the Company in *Scotland* and *Ireland* is conducted exclusively under the immediate Management and Superintendence of the General Board at *Aberdeen* and the Local Boards and Agencies subordinate thereto,

and

and appointed for that Purpose in various Parts of *Scotland* and *Ireland:* And whereas all the other Business of the Company, as well in other Parts of the United Kingdom as in the Colonies and Dependencies thereof, and in Foreign Countries and States, is conducted under the immediate Management and Superintendence of the *London* Board acting under the General Board at *Aberdeen*, and of the Local Boards and Agencies appointed for that Purpose elsewhere than in *Scotland* and *Ireland:* And whereas the *English*, Colonial, and Foreign Business of the Company has become very extensive, and is likely still further to increase: And whereas legal Difficulties and other Inconveniences have been occasioned in the Conduct of such Business by reason of the Domicil of the Company and the Seat of its general Direction being exclusively in *Aberdeen:* And whereas in particular the Company has lost much Business which by the Restrictions of Trust Deeds and Covenants or other Restrictions can only be effected in Offices in *London* or *Westminster:* And whereas the Company are desirous and it is expedient that the general Management and Superintendence of the Company should be vested in a General Court of Directors to be composed of the Members for the Time being of the *Aberdeen* and *London* Boards, and that the *Aberdeen* and *London* Boards should become co-ordinate head Local Boards, acting under such General Court in manner herein-after provided, and that Provision should be made for giving the Company the Benefit of an *English* Domicil, and for enabling General Meetings of the Shareholders and Meetings of the General Court to be held in *London* as well as in *Aberdeen*, and that the Provisions of the said Contract of Copartnery, Articles of Agreement and Deed of Accession, the Acts of 1848 and 1861, and the Regulations for the Conduct of the Business of the Company, should be consolidated and otherwise extended and amended, and that the said Contract of Copartnery, Articles of Agreement and Deed of Accession, and the Acts of 1848 and 1861, should be repealed: And whereas the Object of this Act cannot be obtained without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

Short Title.

1. This Act may be cited or referred to in all Proceedings as "The *Northern* Assurance Act, 1865."

Interpretation of Terms.

2. The following Words and Expressions in this Act shall have the following Meanings, unless there shall be something in the Subject or Context repugnant to such Construction; (that is to say,)

The Word "Lands" shall extend to Houses, Lands, Feu Duties, Ground Annuals, Ground Rents, Tenements, Heritages, Messuages,

suages, and Hereditaments of every Description and Tenure, and either in *Great Britain* or *Ireland*, or the Colonies, or any Foreign Country or State:

The Expression "the Company" shall mean "The *Northern* Assurance Company":

The Expression "the General Court" shall mean the General Board of Directors of the Company; and the Expression "the Directors" shall mean the Members of the General Court:

The Expression "the *Aberdeen* Board" shall mean those of the Directors who are to meet as a head Local Board at *Aberdeen*; and the Expression "the *London* Board" shall mean those of the Directors who are to meet as a head Local Board at *London*:

The Expressions "the *Aberdeen* Directors" and "the *London* Directors" respectively shall mean the Members of the head Local Board at *Aberdeen* and the Members of the head Local Board at *London* respectively:

The Expression "Local Boards" shall mean all Local Boards other than the head Local Boards at *Aberdeen* and *London* respectively; and the Expression "Local Directors" shall mean the Members of such Local Boards:

The Expression "the Participation Branch" shall mean the Branch of the Life Business of the Company carried on on the Participation Principle:

The Expression "the Policy Holders Committee" shall mean the Committee appointed by the Holders of Life Policies on the Participation Principle in manner herein-after directed; and the Expression "the Participation Policy Holders" shall mean those who hold Policies on the Participation Principle.

Company to continue incorporated.

3. The Company, and the present Shareholders therein, and every other Person or Persons, Bodies Politic or Corporate, who shall hereafter become a Shareholder or Shareholders in the said Assurance Company, and their several and respective Successors, Executors, Administrators, and Assigns, shall be and are hereby incorporated by the Name of "The *Northern* Assurance Company," and by that Name shall be and continue to be a Body Corporate, with perpetual Succession, and shall have a Common Seal (in Duplicate as herein-after provided), and shall and may sue and be sued, and take and defend any Proceedings in any Courts or Court, and shall have Power to do every legal and competent Act in any way connected with or tending or relating to the Business or Affairs of the Company, and generally to carry on Business in all Parts of the United Kingdom and of the Colonies and Dependencies thereof, and of any Foreign Countries or States, and to issue Policies, and enter into Contracts,

Agreements,

Agreements, Deeds, and Writings to be construed and to operate according to the Law of any Part of the United Kingdom or any Colony or Dependency thereof, or any Foreign Country, State, or Place, and to prosecute and defend any Suits and Proceedings arising out of any Matters affecting the Company in any Part of the United Kingdom, or any such Colony, Dependency, Foreign Country, State, or Place, either in the Corporate Name of the Company or in the Name of Local Boards, Agents, or Trustees, or otherwise in such Manner as the Law of such Part of the United Kingdom, or such Colony or Dependency thereof, Foreign Country or State or Place, may allow or require, and as may be deemed expedient; and all Property, whether heritable or moveable, vested in or belonging to the Company before the passing of this Act shall continue to belong to and be vested in it under the Powers and subject to the Conditions of this Act.

Shareholders Liability not restricted.

4. Nothing in this Act contained shall restrict the Liability of any of the Shareholders of the Company under any Judgment, Decree, or Order for the Payment of Monies which has been or shall be obtained against the Company in any Action or Suit prosecuted by or against the Company in any Court of Law or Equity, but every such Shareholder shall continue liable for and in respect of such Monies to the same Extent and in the same Manner as if this Act had not been passed.

Power of Investment.

5. The Company may invest any Monies belonging to it or in its Hands, whether arising from the Participation Branch or the other Branches of the Company's Business, (but as to the Funds arising from the Participation Branch subject to the Provisions herein-after contained,) in any of the following Ways; that is to say, upon Mortgage or otherwise on the Security of any Lands wheresoever situate, and of any Tenure or Quality, with Power to execute or advance Money for the Improvement of Land within the Meaning of "The Improvement of Land Act, 1864," and to adopt the said Act, or of any Parliamentary Stocks or Funds of *Great Britain*, or of any Public Securities of the Government of *India*, or of any of the Presidencies thereof, or of any other Stocks, Funds, Debentures, Bonds, or other Securities of the Government of *Great Britain* or any of the Colonies or Dependencies thereof, or of the like Securities of any Foreign Country or State or Place, or of the Debentures, Bonds, Securities, Shares, or Stock of any Company holding a Guarantee from the Government of *India*, or of any Company or Companies incorporated by Act of Parliament in the United Kingdom which shall be paying a Dividend on its ordinary Stock, or of any Policies or Annuities, or any immediate, reversionary, postponed, vested, or contingent Interests in any Sums of Money or Stock or other

other Personal or Moveable Property in the United Kingdom or any of the Colonies or Dependencies thereof, or any Foreign Country or State, or upon any Personal Security with or without Policies of Insurance on the Life or Lives of any Person or Persons, and also to make out of any of the Funds for the Time being in the Hands of the Company all such Investments and Deposits respectively, in the Names of Trustees or otherwise, as may be required by the Laws, Customs, or Practice of any Colony or Dependency of *Great Britain* or of any Foreign Country, State, or Place where the Company may be carrying on or may desire to carry on Business, or as may be deemed necessary or expedient for the effectual carrying on of the Business of the Company in such Colony, Dependency, Foreign Country or State or Place; and the Company may from Time to Time sell and dispose of any of its Investments, and vary the same for any others of the Kind or any of the Kinds herein-before specified, and may enforce all or any of its Securities by Action, Suit, Foreclosure, Sale, or any other Ways and Means which the Laws applicable thereto respectively may permit, and which the Company may deem expedient: Provided always, that as to any Lands or Securities in the Nature of Lands which may or shall become absolutely vested in the Company, or the Equity or Right of Redemption of which shall have been foreclosed, the same shall be sold by the Company within Five Years from the Time of the same having become absolutely vested in the Company, or the Equity or Right of Redemption having been foreclosed; provided that the Provisions herein-before contained respecting Sales being obliged to be made within a limited Period shall not apply to any House or Property which the Company shall have acquired or may hereafter acquire for Business Purposes; and provided always, that the Participation Policy Holders Committee to be appointed as hercin-after mentioned may from Time to Time, as they think fit, agree with the General Court upon a uniform Rate of Interest to be allowed by the Company in respect of all Monies in the Hands of the Company arising from the Participation Branch of the Business, without regard to the Rate of Interest actually received by the Company in respect of each particular Investment, the Company in such Case, however, to be considered as guaranteeing the Sums so invested as well as the agreed Rate of Interest thereon.

Duplicate Seals.

6. The Company shall have a Common Seal (with Power to break, alter, and change the same from Time to Time), on which shall always be inscribed the Name of the Company, and such Common Seal may be identical with that heretofore in use by the Company and shall be in Duplicate; and one Duplicate Seal shall be in the Custody of the *Aberdeen* Board, and the other in the Custody of the *London* Board; and the Seal may be affixed to any Policy or other

other Instrument by the Direction of the General Court, or of the *Aberdeen* Board, or of the *London* Board, and all Instruments bearing the Seal shall be countersigned by the General Manager of the Company, or by One of the Managers or Secretaries of the Board by whose Direction the same shall be affixed; and every Policy or Instrument bearing the Seal of the Company, and countersigned as aforesaid, shall be absolutely binding on the Company.

Execution of Policies and other Instruments.

7. All Policies of Assurance may be executed under the Seal of the Company, but Policies of Assurance and other Instruments issued by Local Boards out of the United Kingdom may be executed under the Hands of Three Directors and the Secretary of such Local Board, or in any other Manner which may be authorized by the General Court, or, in the Case of Policies or other Instruments issued by any Local Committees or Agent of the Company, in such Manner as may be directed by the Instructions or Authorities given to such Local Committee or Agent by the General Court, or (in Matters within their respective Jurisdictions) by the *Aberdeen* Board and the *London* Board respectively; and all Instruments other than Policies may be executed in such Manner as shall be prescribed by the Byelaws and Regulations of the Company for the Time being, and all Policies and other Instruments executed in accordance with the Provisions aforesaid shall be binding in like Manner as if the Seal of the Company were affixed thereto.

Byelaws and Regulations.

8. The Company may from Time to Time rescind or vary any Byelaws and Regulations of the Company, and make any new Byelaws and Regulations for the Management of the Business and the Conduct of the Affairs of the Company, not being inconsistent with the Provisions of this Act.

Domicil of Company.

9. The Company shall for all legal and other Purposes be and be deemed to be a Public Office for Insurance in *London*, and shall have and be deemed to have a Domicil in the City of *London*.

Business of the Company.

10. The Business of the Company shall be the granting of Assurances of all Descriptions of Property against Loss or Damage by Fire; Assurances of single Lives, joint Lives, and Survivorships; the making and effecting of Re-insurances with other Companies or Offices in any Part of the World of the whole or any Part of the Risks assured by the Company; the making of any Contracts or Arrangements for the Acceptance, Grant, or Interchange of Re-insurance and other Business with other Companies and Offices in any Part of the World; the Purchase and Sale of Policies; the making Advances on the Security of Policies and on the Security of Lands or any other Description of Property, or on personal Security; the

the Purchase and Sale of Reversions, Reversionary Interests, and Immediate or Deferred Annuities, and all contingent and other Interests in Lands or other Property; the Grant of Endowments for Children and others, or of Immediate or Deferred Annuities, and any future or contingent Interests, and the Repurchase and Redemption thereof; the receiving Monies for Investment and Accumulation; the Employment and Investment of such Monies and other the Funds and Property of the Company in accordance with the Act; and in general the carrying on of the Business of a Fire and Life Assurance Company in all its Branches in all or any Parts of the United Kingdom and the Colonies and Dependencies thereof, and of any Foreign Countries or States.

Capital of the Company.

11. The Capital Stock of the Company shall be Two million Pounds Sterling, divided into One hundred thousand Shares of Twenty Pounds each; but it shall be lawful for the Company, by Resolution passed at a Special General Meeting by a Majority of not less than Two Thirds of the Votes given personally or by proxy at such Meeting, to reduce the Number of such Shares by consolidating such Twenty Pound Shares into Shares of a higher Denomination: Provided always, that such Capital Stock shall not be consolidated into Shares of a higher Denomination than One hundred Pounds; and provided always, that the Shares of such higher Denomination shall represent the full nominal Value of the Shares so consolidated as well as the Amount paid up thereon, and such Consolidation shall not affect the Liability of such Shares to the Payment of the Capital then remaining unpaid thereon.

Shares to be Personal Estate.

12. The Capital Stock and Shares of the Company and all the Interest of the Shareholders therein shall for all Purposes whatsoever be held to be Personal Estate, and shall be transmissible as such, and shall not for any Purpose be or be held to be of the Nature of Real Estate, in what Manner soever the Property of the Company may be invested, or of what Nature soever the same may be, and each Share shall be distinguished by its appropriate Number.

Apportionment of Profits and Losses.

13. The Shareholders of the Company shall have a Right to the Profits, after satisfying thereout all Contracts and Engagements of the Company, and shall be liable for the Losses on the Business of the Company, and shall be bound to relieve each other of all the Debts and Engagements of the Company in proportion to the Number of Shares which they respectively hold in the Company.

Number of Shares to be held.

14. Any Shareholder may hold any Number of Shares in the Company, subject to such Restriction as may be imposed by any Byelaw or Regulation heretofore made or hereafter to be made and for the Time being in force.

15. The

Shares and Policies charged with Monies payable by Shareholders.

15. The Shares belonging to any Shareholder, and all Dividends thereon, and all his Interest in the Company, and all Policies which he may hold of the Company, shall be charged with and liable to the Payment of all Sums which shall at any Time be payable by such Shareholder to the Company in respect of Calls, or by virtue of any Contract or otherwise howsoever; and the same may be sold and disposed of by the Company, and the Proceeds applied in satisfaction of such Charge as aforesaid, in such Manner and subject to such Rules as may be determined by any Byelaws or Regulations of the Company heretofore made or hereafter to be made and for the Time being in force.

Register of Shareholders.

16. The Company shall cause to be kept in One or more Books a Register of Shareholders in which shall be entered the following Particulars:

1. The Name, Address, and Addition of each Shareholder; the Shares held by him, distinguishing each Share by its Number; and the Amount paid or agreed to be considered as paid on such Shares:
2. The Date at which the Name of each Shareholder was entered on the Register:
3. The Date at which any Person ceased to be a Shareholder.

No Notice of Trusts.

17. No Notice of any Trust, express, implied, or constructive, shall be entered on the Register; and the Receipt of the Person appearing by the Register to be the Holder of any Shares shall be a sufficient Discharge to the Company for any Dividend or other Monies payable in respect of such Shares; and if several Persons are registered as joint Holders of any Share, any One of such Persons may give the like effectual Receipts for any Dividend or other Monies payable in respect of such Shares.

Share Certificates may be as in Schedule (A.)

18. Every Shareholder shall, on Payment of Two Shillings and Sixpence, or such less Sum as the General Court may prescribe, be entitled to a Certificate under the Common Seal of the Company specifying the Share or Shares held by him, and such Certificate may be in the Form in the Schedule (A.) to this Act annexed, or to the like Effect.

Renewal of Certificates.

19. If such Certificate is worn out or lost it may be renewed on such Evidence of Loss as the General Court or the *Aberdeen* or *London* Board respectively may require, and on Payment of Two Shillings and Sixpence or such less Sum as the General Court may require.

Inspection of Register of Shareholders.

20. The Register of Shareholders shall be kept at the *Aberdeen* or *London* Office of the Company, as the General Court shall determine, and the same shall be open to the Inspection of any Shareholder of the Company gratis at such reasonable Times as the General Court or the *Aberdeen* or *London* Board respectively shall appoint, and a Copy or Copies thereof shall be furnished to any Shareholder requiring the same on Payment of Sixpence for every Hundred Words required to be copied.

Notice of Change of Name and Address.

21. Every Shareholder who shall change his Place of Abode or Name, or being a Female shall marry, shall forthwith give Notice thereof to the Company, specifying his new Address, or the Name and Address of her Husband, as the Case may be, and the Register shall thereupon be corrected accordingly; but no Neglect of the Provisions of this Section or other Error in the Register shall invalidate any Notice given by the Company, or any Proceedings founded thereon.

Register primâ facie Evidence.

22. The Register of Shareholders shall be *primâ facie* Evidence of all Matters directed to be inserted therein.

Certificate primâ facie Evidence.

23. The Certificate issued to any Shareholder as aforesaid shall be *primâ facie* Evidence of the Title of such Shareholder to the Shares specified therein.

General Court may make Calls.

24. The General Court may from Time to Time make such Calls upon the Shareholders in respect of all Monies unpaid on their Shares as they think fit, provided that Twenty-one Days Notice at least is given of each Call, and each Shareholder shall be liable to pay the Amount of Calls so made to the Persons and at the Times and Places appointed by the General Court.

Time when Call made.

25. A Call shall be deemed to have been made at the Time when the Resolution of the General Court authorizing such Call was passed.

Interest on Calls.

26. If the Call payable in respect of any Share is not paid before or on the Day appointed for Payment thereof, the Holder for the Time being of such Share shall be liable to pay Interest for the same at such Rate *per Annum* from the Day appointed for the Payment thereof to the Time of the actual Payment as the General Court may determine.

Shareholders may transfer their Shares under certain Conditions.

27. Every Shareholder may sell and transfer all or any of his Shares in the Company: Provided always, that before any Sale and Transfer an Offer of Sale at the same Price shall first be made in Writing

Writing to the *Aberdeen* or *London* Board for behoof of the Company, in which shall be mentioned the Person to whom the Sale is proposed to be made, which Offer such Board shall have full Power to accept; and if after the Lapse of Eight Days from the Date of receiving the said Offer such Offer shall be declined or not accepted by such Board, the Sale may be made to the Person mentioned in said Offer at or above the Price demanded from the Company, but not at a lower Price, or to any other Person, until a fresh Offer shall in like Manner have been made to the *Aberdeen* or *London* Board, and declined or not accepted by them; and no Transfer shall be valid without the previous Approbation of the Directors of the *Aberdeen* or *London* Board; and provided always, that the Company shall sell such Shares within Six Months after the same were so acquired.

Shares vested in Transferor until Transfer.

28. The Instrument of Transfer of any Shares in the Company shall be executed both by the Transferor and Transferee, and until a Transfer has been entered in the Register of Transfers the Shares shall for all Purposes be deemed to be vested in the Transferor, who shall be subject to all the Liabilities as to Calls and otherwise, and entitled to all the Rights as to Dividends, voting, or otherwise, of a Shareholder in respect of such Shares; and upon the Transfer having been so entered in the Register of Transfers as aforesaid the Shares shall vest in the Transferee, subject nevertheless to all Liens, Charges, and Equities in favour of the Company which attach to the same, either alone or together with other Shares in the Hands of the Transferor; and every such Transfer shall state the actual Consideration, whether valuable or not, and may be in the Form in the Schedule (B.) to this Act annexed, or to the like Effect; and all Transfers of Shares shall be valid and effectual if executed either according to the *English* or *Scotch* Mode of executing such Instruments, or partly according to the one and partly according to the other.

Form of Transfer as in Schedule (B.)

Procedure on Transfers.

29. The Instrument of Transfer shall be delivered for Registration at the Office appointed by the General Court for that Purpose, which shall be the Office of the Company either in *Aberdeen* or *London*, and the same shall be entered in a Book to be called "the Register of Transfers," and the requisite Correction or Addition shall be made in the Register of Shareholders.

Not bound to register until Calls paid.

30. The Company shall not be bound to register any Transfer made by a Shareholder who is indebted to the Company, or in respect of any of whose Shares any Call shall have been made, and shall not have been paid.

New Certificate or Indorsement.

31. The Transferee shall be entitled, on Payment of Two Shillings and Sixpence, or any less Sum which may be fixed by the General Court,

Court, and on the Delivery up, or on such Proof as the *Aberdeen* or *London* Board, as the Case may be, may require, of the Loss, of any previous Certificate issued in respect of the same Shares, to have a new Certificate, or to have an Indorsement made on the old Certificate certifying the Fact of the Transfer; and on the Indorsement being signed in such Manner as the Byelaws and Regulations of the Company shall prescribe, the old Certificate shall in all respects be as effectual as a new Certificate to the Transferee.

Closing of Transfer Books.

32. The Transfer Books shall be closed during the Fourteen Days immediately preceding and following the Ordinary General Meeting in each Year.

Transmission of Shares.

33. Any Person becoming entitled to a Share in consequence of the Death, Bankruptcy, or Insolvency of any Shareholder, or in consequence of the Marriage of any Female Shareholder, may be registered as a Shareholder upon such Evidence being produced as may from Time to Time be required by the Company, and until so registered such Claimant shall not be entitled to any of the Rights of a Shareholder.

Registration of Nominees.

34. Any Person who has become entitled to be registered in respect of any Shares in consequence of the Death, Bankruptcy, or Insolvency of any Shareholder, or in consequence of the Marriage of any Female Shareholder, may, instead of being registered himself, elect to have some Person to be named by him and approved by the Company registered as a Transferee of such Share.

Procedure thereon.

35. The Person so becoming entitled shall testify such Election by executing to his Nominee an Instrument of Transfer of such Share; the Instrument of Transfer shall be delivered to the Company, accompanied with such Evidence as the Directors of the *Aberdeen* or *London* Board, as the Case may be, may require to prove the Title of the Transferor, and thereupon the Company shall register the Transferee as a Shareholder.

Notice of Forfeiture.

36. If any Shareholder fails to pay any Call on the Day appointed for Payment thereof, the General Court may at any Time thereafter, during such Time as the Call remains unpaid, serve a Notice on him requiring him to pay such Call, together with Interest, and any Expenses that may have accrued by reason of such Nonpayment; such Notice shall name a further Day on or before which the Call and all Interest and Expenses that have accrued by reason of such Nonpayment are to be paid; it shall also name the Place where Payment is to be made (the Place so named being either one of the Offices of the Company or some other Place at which Calls of the Company

are

are usually made payable); and the Notice shall also state that in the event of Nonpayment at or before the Time and at the Place appointed the Shares in respect of which such Call was made will be liable to be forfeited.

Resolution of Forfeiture.

37. If the Requisitions of any such Notice as aforesaid are not complied with, any Share in respect of which such Notice has been given may at any Time thereafter, before Payment of the Calls, Interest, and Expenses due in respect thereof has been made, be forfeited by a Resolution of the General Court to that Effect.

Disposal of forfeited Shares.

38. Any Share so forfeited shall be deemed to be the Property of the Company, and may be disposed of in such Manner as may be deemed expedient.

Forfeiture not to waive past Calls.

39. Any Shareholder whose Shares have been forfeited shall notwithstanding be liable to pay to the Company all Calls owing upon such Shares at the Time of the Forfeiture.

Title of Purchaser.

40. A Statutory Declaration in Writing that the Call in respect of a Share was made, and Notice thereof given, and that Default in Payment of the Call was made, and that the Forfeiture of the Share was made by a Resolution of the General Court to that Effect, shall be sufficient Evidence of the Facts therein stated; and such Declaration and the Receipt of the Company for the Price of such Share shall constitute a good Title to such Share, and a Certificate of Proprietorship shall be delivered to the Purchaser, who shall be entered in the Register, and thereupon he shall be deemed the Holder of such Share, discharged from all Calls due prior to such Purchase, and he shall not be bound to see to the Application of the Purchase Money, nor shall his Title to such Share be affected by any Irregularity in the Proceedings in reference to such Sale.

First Ordinary Meeting.

41. The First Ordinary General Meeting shall be held at *Aberdeen* at such Time, not more than Twelve Months after the passing of this Act, as the General Court may determine.

Subsequent Ordinary Meetings.

42. Subsequent General Meetings shall be held at such Time and Place as may be prescribed by the Company in General Meeting, and if no other Time or Place is prescribed a General Meeting shall be held on the Second *Friday* in *June* in every Year in *Aberdeen* or *London* as may be determined by the General Court.

All other Meetings extraordinary.

43. The above-mentioned General Meetings shall be called Ordinary Meetings; all other General Meetings shall be called Extraordinary.

Calling of Extraordinary Meetings.

44. The General Court may whenever they think fit, and they shall upon a Requisition made in Writing by not less than One Tenth in Number of the Shareholders of the Company holding not less in nominal Value than Two hundred thousand Pounds of the Capital Stock of the Company, convene an Extraordinary General Meeting.

Procedure thereon.

45. Any Requisition made by the Shareholders shall express the Object of the Meeting proposed to be called, and shall be left at the Office of the Company in *Aberdeen* or *London*; upon the Receipt of such Requisition the General Court shall forthwith proceed to convene an Extraordinary General Meeting; if they do not proceed to convene the same within Twenty-one Days from the Date of Service of the Requisition, the Requisitionists may themselves convene an Extraordinary General Meeting by giving Fourteen Days public Notice thereof.

Notice of Meetings.

46. Fourteen Days Notice at the least of every General Meeting, whether ordinary or extraordinary, shall be given by Advertisement, which shall specify the Place, the Day, and the Hour of meeting, and in the Case of special Business the general Nature of the Business for which the Meeting is called.

What Business special.

47. All Business shall be deemed special that is transacted at an Extraordinary Meeting, and all Business that is transacted at any Ordinary Meeting shall also be deemed special, with the Exception of sanctioning a Dividend, the Consideration of the Accounts, Balance Sheets, and the ordinary Report of the Directors, and the Election and Remuneration of Directors and Auditors.

Quorum of Meetings.

48. No Business shall be transacted at any General Meeting except the Declaration of a Dividend, unless a Quorum of Shareholders is present, either personally or by proxy, at the Time when the Meeting proceeds to Business, and such Quorum shall be Twenty Shareholders.

Procedure for want of Quorum.

49. If within One Hour from the Time appointed for the Meeting a Quorum is not present the Meeting, if convened upon the Requisition of Shareholders, shall be dissolved; in any other Case it shall stand adjourned to the following Day, or if that Day be *Sunday* then to the following *Monday* at the same Hour and Place; and if at such adjourned Meeting a Quorum is not present it shall be adjourned *sine die*.

Chairman of Meeting.

50. The Chairman of the *Aberdeen* Board shall be entitled to preside as Chairman over every General Meeting held in *Aberdeen*, and the Chairman of the *London* Board over every General Meeting held in *London*; and if the Chairman of the Board so entitled to preside

preside shall not be present then the Chairman of the other Board shall preside; and if no such Chairman shall be present within Fifteen Minutes after the Time appointed for holding the Meeting the Shareholders present shall choose some other of their Number to be Chairman.

Adjournment.

51. The Chairman may, with the Consent of the Meeting, adjourn any Meeting from Time to Time and from Place to Place, but no Business shall be transacted at any adjourned Meeting other than the Business left unfinished at the Meeting from which the Adjournment took place.

Entry on Minutes Evidence of Resolution.

52. At any General Meeting, unless a Poll is demanded by at least Five Shareholders present and entitled to vote at such Meeting, and holding in the aggregate Shares to the nominal Amount of One hundred thousand Pounds, a Declaration by the Chairman that a Resolution has been carried, and an Entry to that Effect in the Book of Proceedings of the Company, shall be sufficient Evidence of the Fact, without Proof of the Number or Proportion of the Votes recorded in favour of or against such Resolution, whether the same be of a Nature to require a simple Majority or any specified Majority.

Poll.

53. If a Poll is demanded by such Shareholders as aforesaid it shall be taken in such Manner as the Chairman directs, and the Result of such Poll shall be deemed to be the Resolution of the Company in General Meeting.

Casting Vote.

54. In the Case of an Equality of Votes at any General Meeting the Chairman shall be entitled to a Second or Casting Vote.

Scale of voting.

55. Every Shareholder shall have a Vote for every Share.

Votes of Lunatic Shareholder.

56. If any Shareholder is a Lunatic or Idiot he may vote by his Committee, Curator bonis, or other legal Curator.

Votes of joint Shareholders.

57. If One or more Persons are jointly entitled to a Share or Shares the Shareholder whose Name stands first in the Register of Shareholders as One of the Holders of such Share or Shares, and no other, shall be entitled to vote in respect of the same.

No Vote while Calls unpaid.

58. No Shareholder shall be entitled to vote at any General Meeting unless all Calls due from him have been paid.

Proxies.

59. Votes may be given either personally or by proxy.

60. The

Mode of appointing Proxy.

60. The Instrument appointing a Proxy may be printed or in Writing, or partly printed and partly in Writing, and shall be signed by the Appointor, or if such Appointor is a Corporation the same shall be under their Common Seal, and shall be attested by One or more Witness or Witnesses, and may be in the Form specified in Schedule (C.) to this Act annexed, or in any like Form.

Form as in Schedule (C.)

Proxy to be a Shareholder.

61. No Person shall be a Proxy who is not a Shareholder of the Company.

Appointment of Proxy to be deposited at the Office, and not to be valid for more than Twelve Months.

62. The Instrument appointing a Proxy shall be deposited at the Office of the Company in *Aberdeen* or *London*, according as the Meeting is to be held at *Aberdeen* or *London*, not less than Forty-eight Hours before the Time of holding the Meeting at which the Person named in such Instrument proposes to vote; but no Instrument appointing a Proxy shall be valid after the Expiration of Twelve Months from the Date of its Execution.

Power of General Meetings.

63. It shall be competent for any General Meeting, subject to the Provisions of this Act with reference to ordinary and extraordinary Business, to receive, examine, pass, or reject any Reports, Statements, or Accounts of the Directors or other Officers of the Company, and to authorize any Act, Matter, or Thing for which the Sanction of a General Meeting is by this Act made requisite, and generally to control the Directors, and make Regulations for the general Conduct of the Affairs of the Company, and to determine upon any Act, Matter, or Thing relating to the Affairs of the Company which may arise in the Conduct or Management thereof, and may be regularly brought before such Meeting by the Directors or any Shareholder of the Company, and to enlarge, restrict, or vary the Byelaws of the Company, and the Powers by this Act given to the General Court, the *Aberdeen* and *London* Boards, and the Provisions herein contained for the Conduct and Management of the Affairs of the Company: Provided always, that no Regulation made or Resolution passed by the Company in General Meeting shall invalidate any prior Act of the General Court, the *Aberdeen* or *London* Boards, or any Local Board, Committee, or Agent, which would have been valid if such Regulation had not been made or Resolution passed.

General Court; Composition.

64. The General Board of Directors of the Company shall be called the General Court, and shall consist of all the Members for the Time being of the *Aberdeen* and *London* Boards respectively.

Aberdeen Board; Composition.

65. The *Aberdeen* Board shall consist of not less than Five and not more than Twelve Directors, unless otherwise determined on by the Company in General Meeting, and shall meet and conduct the Business

Business of the Company as a head Local Board at *Aberdeen*, with such Powers as are herein-after mentioned.

London Board; Composition.

66. The *London* Board shall consist of not less than Five and not more than Twelve Directors, unless otherwise determined on by the Company in General Meeting, and shall meet and conduct the Business of the Company as a head Local Board at *London*, with such Powers as are herein-after mentioned.

LocalBoards; Composition.

67. Local Boards may be appointed, continued, or discontinued at such Places, and consist of such Number of Members, as the General Court from Time to Time may think fit, and such Local Boards shall meet and conduct the Business of the Company at the Places for which they shall be respectively appointed, with such Powers as may be assigned to them under the Provisions herein contained.

Qualifications of Directors.

68. The Qualification of an *Aberdeen* or *London* Director shall be the holding in his own Right of Two hundred Shares of Twenty Pounds each, or Capital Stock or Shares to the nominal Value of Four thousand Pounds of the Company, and the Qualification of a Local Director shall be the holding in his own Right of Fifty Shares of Twenty Pounds each, or Capital Stock or Shares to the nominal Value of One thousand Pounds of the Company, and such Qualification shall be acquired within Twenty-one Days after the Election or Appointment of any such Director as aforesaid, otherwise the Office of such Director shall be vacated, and his Place may be supplied in the Manner herein provided in the Case of casual Vacancies.

First Directors after passing of Act.

69. From and immediately after the passing of this Act the following Persons shall be the *Aberdeen* Directors, that is to say, *William Adam*, *Alexander Chivas*, *John Cruickshank* LL.D., *Robert Fletcher*, *William Leslie*, *Benjamin Moir*, and *James Sim*; and the following Persons shall be the *London* Directors, that is to say, *George Glenny Anderson*, *Thomas Newman Farquhar*, *Duncan James Kay*, Sir *Charles R. M'Grigor* Baronet, *William Miller* M.P., *James Munro Ross*, and *William Walkinshaw*; and the said several Persons shall be held to stand upon the Lists of the *Aberdeen* and *London* Boards respectively in the Order in which they are named in this Section.

Election of Directors.

70. The above-named Directors of the *Aberdeen* and *London* Boards respectively shall continue in Office until the First Ordinary General Meeting of the Company after the passing of this Act, and at such Meeting all the said Directors shall retire from Office, but shall be re-eligible thereto, and the Shareholders present, personally or by proxy, may elect such Shareholders as they think fit to be

Directors of the *Aberdeen* and *London* Boards respectively, and the Names of the re-elected Directors shall stand on the respective Lists in the same Order among themselves as before their Retirement, and the Names of any newly-elected Directors shall stand upon the respective Lists of the Boards to which they are elected after the Names of the re-elected Directors, and in such Order among themselves as the said Boards shall respectively determine.

Rotation of Directors.

71. The Directors of the *Aberdeen* and *London* Boards respectively elected or re-elected at such First Ordinary General Meeting after the passing of this Act, and at any subsequent Ordinary General Meeting, shall retire from Office in the following Rotation; that is to say, at the Second Ordinary General Meeting held after the passing of this Act, and at the Ordinary General Meeting in each subsequent Year, the Three Directors whose Names then stand at the Head of the List of the *Aberdeen* and *London* Boards respectively shall retire, but shall be re-eligible, and the Meeting may elect or re-elect Three or any other Number of Shareholders to be Directors of the *Aberdeen* and *London* Boards respectively, and the Names of the Directors so elected or re-elected shall be placed at the Bottom of Lists of the *Aberdeen* and *London* Boards respectively in such Order among themselves as the said Boards shall determine.

On Failure of Election old Directors continued.

72. If at any Meeting at which an Election of Directors ought to take place the prescribed Quorum shall not be present within One Hour from the Time appointed for the Meeting no Election shall be made, but such Meeting shall stand adjourned to the following Day, or if that Day be *Sunday* then to the following *Monday* at the same Hour and Place; and if at the Meeting so adjourned the prescribed Quorum shall not be present within One Hour from the Time appointed for the Meeting, the existing Directors of the *Aberdeen* and *London* Boards shall be held to have been re-elected, and shall continue to act and retain their Powers until new Directors be appointed at the Ordinary General Meeting of the following or any subsequent Year; but in the Case of any such constructive Re-election the Directors so re-elected shall retain their Position at the Head of the Lists of their respective Boards.

Disqualification of Directors.

73. No Person holding an Office or Place of Trust or Profit under the Company other than his Office of Director, or interested in any Contract with the Company, shall be capable of attending and voting as a Director of the General Court, the *Aberdeen* or *London* Boards, or any of the Local Boards, in any Matter regarding such Office or Place of Trust, or Profit or Contract.

74. The

Vacation of Office of Director.

74. The Office of any Director, whether of the General Court, the *Aberdeen* or *London* Boards, or any of the Local Boards, shall be vacated if he shall refuse to accept or shall resign the Office, or shall become bankrupt, or shall not within the Time herein-before specified be duly qualified, or shall at any Time cease to hold the requisite Qualification; and all Vacancies in the *Aberdeen* and *London* Boards respectively created by any of the Means aforesaid, or by Death, or any other Means, except by Retirement in rotation as aforesaid, shall be deemed to be casual Vacancies.

Supply of casual Vacancies.

75. In the Case of any casual Vacancy in the *Aberdeen* and *London* Boards respectively the Appointment may either be left vacant until the next Ordinary General Meeting of the Company, or the *Aberdeen* or *London* Board, as the Case may be, of which such Director was a Member, may, if they think fit, appoint a new Director in his Place, and every such new Director shall be placed at the Head of the List of the Board by which he is appointed, and shall retire from Office in rotation accordingly.

First Local Directors after passing of Act.

76. From and immediately after the passing of this Act the Persons then constituting the Local Boards of the Company shall be the Directors of such Local Boards until the Constitution of such Local Boards respectively shall be varied under the Provisions herein contained.

Appointment and Powers of Local Boards.

77. The General Court may discontinue any existing Local Board or establish any new Local Board, and may appoint or continue any qualified Shareholders to be Directors of such Local Boards, and may from Time to Time remove any such Local Directors, and may determine their Remuneration and the Mode of Payment thereof, and may assign to such Local Boards respectively such Limits of Jurisdiction, and delegate to them such Powers and Authorities, as may from Time to Time be deemed expedient for accepting Proposals, granting and issuing Policies, settling and paying Losses, instituting and defending legal Proceedings, receiving and investing Monies of the Company, and entering into Contracts and Engagements on behalf of the Company in such Manner and with such Formalities as may be prescribed to such Local Boards by the General Court, and for managing the Property of the Company, and for appointing Officers, Clerks, and Agents with such Powers as may be deemed expedient, and for determining and paying the Remuneration of such Officers, Clerks, and Agents, and generally for conducting the Local Business of the Company delegated to them, subject to the Control, Regulation, and Superintendence of the *Aberdeen* and *London* Boards within their respective Jurisdictions, and may extend, revoke, or vary the Jurisdiction, Power, and Authorities of such Local Boards as may

from Time to Time be deemed expedient; and every Appointment of Local Boards and Directors may be made or revoked, and all such Powers and Authorities as aforesaid may be delegated and conferred upon such Local Boards and Directors and varied and revoked, from Time to Time by any Writing either under the Seal of the Company, or signed by Three Directors of the General Court, and countersigned by the General Manager of the Company, or executed in such other Manner as the Byelaws and Regulations of the Company may prescribe; and all things done by any such Local Boards within the Scope of the Jurisdiction, Powers, and Authorities which may be delegated to or conferred upon them for the Time being shall be deemed to be Acts of the Company, and binding upon the same.

Appointment and Powers of Local Committees.

78. The General Court may appoint Local Committees composed of any Number of Persons, who need not be Shareholders of the Company, in such Places as may be deemed expedient, and assign to them such local Jurisdiction and delegate to them all or such of the Powers and Authorities capable of being delegated to Local Boards, and may exercise with respect to such Local Committees and the Members thereof all or such of the Powers by this Act given with reference to Local Boards as may be deemed expedient; and the Acts of such Local Committees within the Scope of their Jurisdiction, Powers, and Authorities shall thereupon be binding in like Manner as the Acts of the Local Boards.

Powers of General Court.

79. The General Court shall have the Superintendence and Right of Control over the Proceedings of the *Aberdeen* and *London* Boards respectively, and the Power of determining from Time to Time the respective Jurisdictions of the said Boards, and also the Power of regulating from Time to Time the general Principles on which and the Places in which the Business of the Company shall be conducted, and of altering and rescinding any existing Byelaws, and of making any new Byelaws, and generally of altering or amending the existing Rules for the general Conduct of the Business, subject nevertheless to the Regulations herein contained and to any Regulations which may be prescribed by the Company in General Meeting, and, subject as aforesaid, may on any Occasion when they shall think fit enter into any Contracts or Engagements on behalf of the Company, and exercise all or any of the Powers of the Company, whether specially reserved to the General Court, or within the ordinary Competence of the *Aberdeen*, *London*, or any Local Boards; and in Matters not provided for by this Act, or by any Resolutions of the Company in General Meeting, the General Court is hereby empowered to act in the Direction of the Concerns of the Company in such Manner as they in their absolute Discretion shall think most conducive to the

Interests

Interests of the Company, and to do and execute all such Acts, Matters, and Things as in their Discretion they may deem necessary or expedient in that Behalf.

Powers specially reserved to General Court.

80. The following Powers of the Company, and all Powers consequent thereon, shall be exercised (subject as aforesaid) by the General Court alone, except so far as the same or any of them may be delegated by the General Court to the *Aberdeen* and *London* Boards respectively; (that is to say,)

1. The making and enforcing of Calls upon Shares:
2. The allotting and issuing of Shares:
3. The Forfeiture of Shares, and all Proceedings with a view thereto or consequent thereon, and all legal or other Proceedings against Shareholders, or otherwise between Shareholders and the Company:
4. The recommending of Dividends and the Declaration thereof (with the Sanction of the Company in General Meeting):
5. The Appointment and Removal of the General Manager of the Company, and the Determination of his Duties and Remuneration from Time to Time:
6. The Establishment and Discontinuance of Local Boards and Local Committees, and the Appointment of the Members thereof, the Determination of their Remuneration, Jurisdiction, Powers, and Authorities, and generally the Exercise of all the Powers herein-before by this Act given in relation thereto:
7. The making and laying before the Ordinary General Meeting of the Company the annual Report, Statement, or Abstract of the Business and Affairs of the Company.

Stated Meetings of General Court.

81. The First Meeting of the General Court shall be held within Six Months after the passing of this Act either in *Aberdeen* or *London*, as may be agreed between the *Aberdeen* and *London* Boards; and there shall be Two stated Meetings of the General Court which, until otherwise determined by the General Court, shall be held in the Months of *May* and *November* in every Year alternately in *Aberdeen* and *London* on Days to be agreed upon between the *Aberdeen* and *London* Boards, and if no other Days are so agreed upon then upon the last Day (other than *Sundays*) of the said Months respectively: Provided always, that the General Court may at any Time and from Time to Time, by the Majority of not less than Two Thirds of the Directors present, resolve that the future stated Meetings of the General Court shall be held at any other Times and Places, and such future Meetings shall thereupon be held in accordance with such Resolution from Time to Time.

Special Meetings of General Court.

82. A Majority of the Members of the General Court may at any Time, by Notice in Writing addressed to the General Manager of the Company specifying the Nature and Objects of the proposed Meeting, require him to call, and he shall within Fourteen Days after the Delivery of such Notice call, a Special Meeting of the General Court.

Quorum of General Court.

83. At every Meeting of the General Court Five Directors shall be a Quorum, and in the event of a Quorum not being present at any such Meeting within One Hour after the Time appointed for the holding of the Meeting it shall stand adjourned to the next Day, or if the next Day shall be *Sunday* then to the following *Monday*, to meet at the same Place and Hour as were appointed for the original Meeting, and if the Quorum be not present at the adjourned Meeting within One Hour after the Time appointed for the holding thereof the Meeting shall stand adjourned *sine die*.

Chairman of General Court, and Mode of voting.

84. At any Meeting of the General Court held in *Aberdeen* the Chairman for the Time being of the *Aberdeen* Board shall be the Chairman of the Meeting, and at any such Meeting held in *London* the Chairman for the Time being of the *London* Board shall be the Chairman of the Meeting, and if at any Meeting the Chairman of the Board entitled to preside shall not be present then the Chairman of the other Board shall preside, and if there be no such Chairman present the Meeting shall elect One of its Members to be Chairman of the Meeting; and all Questions shall be decided by a Majority of Votes of Members present, and the Chairman of the Meeting shall have both a deliberative and a Casting Vote.

Powers of Aberdeen and London Boards.

85. The *Aberdeen* and *London* Boards respectively shall (subject to the Control of the General Court) conduct and superintend the Business of the Company within their respective Jurisdictions, and for that Purpose may do and execute all Acts, Deeds, Contracts, Matters, and Things, and exercise all the Powers of the Company, except such as, under the Provisions of this Act or by virtue of any Regulations prescribed by the Company in General Meeting, are or from Time to Time shall be specially reserved to the Company in General Meeting and to the General Court respectively.

Jurisdiction of Aberdeen and London Boards.

86. Until the Jurisdictions of the *Aberdeen* and *London* Boards respectively shall be otherwise fixed by the General Court or by the Company in General Meeting, the Jurisdiction of the *Aberdeen* Board shall include the whole of *Scotland* and *Ireland*, and the Jurisdiction of the *London* Board shall include all other Parts of the World where the Company may from Time to Time carry on Business.

87. Within

Control of Local Boards and Committees, and Appointment and Control of Local Agents.

87. Within their respective Jurisdictions the *Aberdeen* and *London* Boards respectively shall have the Control, Regulation, and Supervision of and over all Local Boards and Local Committees and the Officers thereof, subject to any Regulations which may be made with reference thereto by the General Court; and it shall be lawful for the *Aberdeen* and *London* Boards respectively, in any Places within their respective Jurisdictions, to appoint Local Agents and to remove them from Time to Time, and to fix their Remuneration as may be deemed expedient, and to assign to such Local Agents respectively their Limits of Jurisdiction, and to delegate to and confer upon them respectively all the like Powers and Authorities as the General Court are herein-before authorized to delegate to or confer upon Local Boards, or such of the same Powers and Authorities as may be deemed expedient, and to extend, revoke, or vary the Jurisdiction, Powers, and Authorities of such Local Agents as may from Time to Time be deemed expedient; and every such Appointment may be made and revoked, and all such Powers and Authorities as aforesaid may be delegated to and conferred upon such Agents and may be varied and revoked, from Time to Time either under the Seal of the Company, or by any Writing under the Hands and Seals or the Hands only of Three of the Directors of the *Aberdeen* or *London* Board having Jurisdiction in the Matter, as the Case may be, and countersigned by the Manager or Secretary or One of the Managers or Secretaries of such Board for the Time being, or executed in such other Manner as the Byelaws and Regulations of the Company may prescribe; and all things done by any such Agents as aforesaid within the Scope of their Jurisdiction, Powers, and Authorities shall thereupon be binding in like Manner as the Acts of Local Boards.

Meeting and Quorum of Aberdeen and London Boards.

88. The *Aberdeen* and *London* Boards respectively may meet together for the Despatch of Business, adjourn or otherwise regulate their Meetings, and determine the Quorum necessary for the Transaction of Business, as they respectively think fit, and a Director of the *Aberdeen* or *London* Board may at any Time summon a Meeting of the Board of which he is a Member.

Chairman of Aberdeen and London Boards, and Mode of voting.

89. The *Aberdeen* and *London* Boards respectively may each elect a Chairman, and determine the Period for which he is to hold Office, but if no such Chairman is elected, or if at any Meeting the Chairman is not present at the Time appointed for holding the same, the Directors present shall choose some One of their Number to be the Chairman of such Meeting; and all Questions shall be decided by a Majority of Votes of Members present, and the Chairman shall have both a deliberative and a Casting Vote.

90. The

Board Committees and Proceedings thereof.

90. The General Court and the *Aberdeen* and *London* Boards respectively may delegate any of their Powers to Board Committees, consisting of such Member or Members of their respective Bodies as they think fit; any Board Committee so formed shall, in the Exercise of the Powers so delegated, conform to any Regulations that may be imposed on them by the Court or Board by which they are appointed, and, subject thereto, may elect a Chairman of their Meetings, and determine the Quorum for the Transaction of Business; and if no such Chairman is appointed or elected, or if he is not present at the Time appointed for holding the Meeting, the Members present shall choose One of their Number to be Chairman of such Meeting; and, subject as aforesaid, a Board Committee may meet and adjourn as they think proper; and all Questions shall be determined by a Majority of Votes of Members present, and the Chairman shall have both a deliberative and a Casting Vote.

Proceedings of Local Boards and Local Committees.

91. Local Boards and Local Committees shall conform to any Regulations that may be imposed upon them by the Terms of their Appointment, or from Time to Time by the General Court, or by that One of the *Aberdeen* and *London* Boards within whose Jurisdiction they may be, and, subject thereto, may elect a Chairman, and determine the Quorum for the Transaction of Business; if no such Chairman is appointed or elected, or if he is not present at the Time appointed for holding the Meeting, the Members present shall choose One of their Number to be Chairman of such Meeting; subject as aforesaid, a Local Board or Local Committee may meet and adjourn as they think proper; and all Questions shall be determined by a Majority of Votes of Members present, and the Chairman shall have both a deliberative and a Casting Vote.

Minutes to be entered in Books, and to be primâ facie Evidence.

92. Proper Minutes of the Proceedings at every General Meeting of the Company, and at every Meeting of the General Court, the *Aberdeen* and *London* Boards, Board Committees, and all Local Boards and Local Committees, shall be entered in Books kept for that Purpose; and every Entry shall be signed by the Chairman of the Meeting, and every Entry purporting to be so signed shall be *primâ facie* Evidence of such Meeting having been held, and of the Proceedings thereat, and of the Number and due Qualifications of the Members present, without Proof of the Signature of the Person purporting to be Chairman or of his being the Chairman of the Meeting.

Acts not invalidated by Vacancies or Disqualifications.

93. All Acts done by any Meeting of the General Court, the *Aberdeen* or *London* Boards, or any Local Boards, Local Committees, or Board Committees, or any Person acting as a Director or Member thereof, shall, notwithstanding any Vacancy in the said General Court,

Court, Boards, or Committees respectively, or that it be afterwards discovered that there was some Defect in the Appointment of any of the Members thereof or Persons acting as aforesaid, or that they or any of them were disqualified, be as valid as if there had been no such Vacancy, and as if any such Member or Person had been duly appointed and was qualified.

Indemnity of Directors and others.

94. The Members of the General Court, the *Aberdeen* or *London* Boards, or any Local Boards, Local Committees, Board Committees, or Members of the Participation Policy Holders Committee, shall not be personally liable to the Shareholders, Policy Holders, or any other Person or Persons for or in respect of any Acts, Contracts, or Engagements of such General Court, Boards, and Committees respectively, or for any Default of any Agents, Officers, or other Persons employed in the Affairs of the Company or intrusted with the Monies thereof, or for any Loss or Damage which may accrue by reason of the Failure of any Bank or Person or any Investment of the Funds of the Company, or of any such Acts, Contracts, Engagements, or Defaults as aforesaid, or by reason of any lawful Act done by them or any of them in their Capacity of Members of such General Court, Boards, and Committees respectively; and all such Members of the General Court, the *Aberdeen* or *London* Boards, or any Local Boards, Local Committees, or Board Committees respectively, their Heirs, Executors, and Administrators, shall be indemnified out of the Funds of the Company, or failing such Funds then by the Shareholders of the Company, for all Payments made or Liability incurred in respect of any such Acts or Matters as aforesaid, and for all Losses, Costs, and Damages which they may incur in the Affairs of the Company; and the General Court and the *Aberdeen* and *London* Boards respectively may apply any Funds of the Company which may come into their Hands for the Purposes of such Indemnity to any such Members or Persons as aforesaid in priority to every other Claim, except any Claim arising under any Policy of the Company; and the General Court, if they shall think fit, may for that Purpose make Calls of the Capital unpaid, if any.

Appointment of Officers.

95. The General Court shall appoint the General Manager of the Company, and the *Aberdeen* and *London* Boards respectively may from Time to Time appoint such Managers, Secretaries, Agents, and other Officers and Servants of the Company to act under the said Boards respectively and within their respective Jurisdictions as they may think fit, and may from Time to Time appoint such Secretaries and other Officers and Servants of the Company to act under any Local Boards or Local Committees within the respective Jurisdictions of the *Aberdeen* and *London* Boards respectively as they respectively may think fit; but the Power of appointing Local Secretaries and

other Officers and Servants may to any Extent, and subject to any Conditions as to Remuneration or otherwise, be delegated from Time to Time to Local Boards and Local Committees by the Terms of their Appointment, or by the Regulations under which they may act from Time to Time; and all Managers, Secretaries, Agents, and other Officers of the Company shall be removeable by the General Court or the Board authorized to appoint to such Offices respectively.

Remuneration of Directors and Officers.

96. The Directors of the General Court shall have no Remuneration as such beyond their Remuneration as Members of the *Aberdeen* and *London* Boards respectively, and the Remuneration of the *Aberdeen* and *London* Boards respectively shall be such Sums as the Company in General Meeting shall from Time to Time determine; and each Board shall apportion the Remuneration allotted to it among the Chairman and Members in such Manner as they respectively shall think fit; the Remuneration of the General Manager shall be determined by the General Court, and the Remuneration of the Managers, Secretaries, Agents, or other Officers and Servants of the Company within the respective Jurisdictions of the *Aberdeen* and *London* Boards respectively shall be determined by such respective Boards; and the Remuneration of the General Manager, Managers, Secretaries, Agents, and Officers respectively may be either in the Shape of fixed Salaries, or be determined by a Per-centage or otherwise by reference to Business done or Profits realized, or partly in the one Shape and partly in the other, as may be deemed expedient, and may be fixed for any specified Term of Years, or otherwise regulated by Contract, as may be deemed expedient from Time to Time by the Court or Board in whom the Appointment is vested.

Declaration of Dividend.

97. The General Court may, with the Sanction of the Company at the Annual General Meeting, and subject to any Alteration which may be carried at such Meeting, declare a Dividend to be paid to the Shareholders in proportion to their Shares, and they may also at the End of any Half Year between the Annual General Meetings declare and pay an interim Dividend at such Rate as they may deem expedient, not being more than One Half of the Dividend declared for the preceding Year.

Dividends payable out of Profits.

98. No Dividend shall be payable except out of the Profits arising from the Business of the Company, after providing for all Claims upon such Profits.

Reserved Fund.

99. The General Court may, before recommending any Dividend, set apart out of the Profits of the Company such Sum as they may think proper as an Addition to the Reserved Fund to meet Contingencies, or equalising Dividends, or for any other Purpose connected

connected with the Business of the Company, or any Part thereof, and may invest the Sum so set apart upon such Securities as they may select.

Dividends not to bear Interest.

100. No Dividend shall bear Interest as against the Company.

Accounts to be kept.

101. The *Aberdeen* and *London* Boards respectively shall cause true Accounts to be kept of the Sums of Money received and expended by the Company, and of the Credits, Debts, Assets, and Liabilities of the Company within their respective Jurisdictions, and such further Books and Accounts as may be required to show the general Position of the Affairs of the Company from Time to Time shall be kept by such Persons and in such Manner as the General Court shall direct.

Where Books of Account to be kept.

102. The Books of Account of the *Aberdeen* and *London* Boards respectively shall be kept at the Offices of the Company in *Aberdeen* and *London* respectively, and such further Books and Accounts as aforesaid shall be kept either at the *Aberdeen* or *London* Office, or in Duplicate at both, as the General Court shall direct.

Account Books, &c. to be accessible to Shareholders a Fortnight before and a Month after Meeting; at other Times by written Order of Board.

103. The Books of Account and also the Balance Sheet of the Company from Time to Time intended for Production at any Ordinary General Meeting shall be open to the Inspection of the Shareholders at the Office of the Company where the same are kept Fourteen Days before and One Month after their Production at such Meeting; but the Shareholders shall not, save during the Period aforesaid, be at liberty to make such Inspection unless under the written Authority of the *Aberdeen* or *London* Board, as the Case may be.

Annual Statement and Balance Sheet.

104. At the Ordinary General Meeting in every Year the General Court shall lay before the Company an Annual Statement of Income and Expenditure and Balance Sheet made up to a Date not more than Six Months before such Meeting, which shall exhibit a true Statement of the Capital, Stock, Credits, and Property of every Description belonging to the Company, and the Debts due by the Company, and a distinct View of the Profit or Loss which shall have arisen on the Transactions in the Fire Department of the Company in the course of the preceding Year, and such Annual Statement and Balance Sheet shall be examined and signed by the Auditor or Auditors previous to the Ordinary Annual Meeting.

Quinquennial Report.

105. Once at the least in every Five Years a periodical Investigation shall be made into the State of the Company's Life Assurance Business, and a Report shall be made thereon, distinguishing the Profits of the Participation Branch from the other Profits of the Company,

Company, which Report shall be taken as the Basis for the Apportionment of Profits by way of Bonus to the Participation Policy Holders until the next Quinquennial Investigation, subject nevertheless to any such Alterations in the Time and Manner of making such Investigation, and in the Nature thereof, as shall be prescribed by any Byelaws or Regulations of the Company.

Auditors.

106. One or more Auditors shall be elected by the Shareholders at the First Ordinary and every subsequent Annual General Meeting after the passing of this Act, and in case any Vacancy shall occur the General Court shall supply such Vacancy until the next Ordinary Annual General Meeting; and no Person shall be eligible as an Auditor who is interested otherwise than as a Shareholder or Policy Holder in any Transaction of the Company, and no Director or other Officer of the Company shall be eligible during his Continuance in Office; and the Remuneration of the Auditor or Auditors shall be fixed by the General Court, subject to the Approval of the Company in General Meeting.

Duties of Auditors.

107. Every Auditor shall be supplied with a Copy of the Balance Sheet, and it shall be his Duty to examine the same with the Accounts and Vouchers relating thereto, including those of the Participation Branch; and every Auditor shall at all reasonable Times have Access to the Books and Accounts of the Company, and may in relation to such Accounts call for Information from the Directors or any other Officer of the Company, and shall in signing the Annual Statement and Balance Sheet certify whether in his Opinion the Annual Statement and Balance Sheet is a full and fair Account drawn up so as to exhibit a true and correct View of the State of the Company's Affairs, or make such Certificate and Report as he may think fit.

Separate Accounts to be kept of the Participation Branch. Participation Policy Holders not to be Partners.

108. The Company shall keep distinct and separate Accounts of the Life Assurance Business done on the Participation and the Non-participation Principles, and those Persons who are assured on the Participation Principle (herein referred to as "the Participation Branch") shall not by reason of such Assurance be or be deemed to be Partners in the Business or Shareholders of the Company.

Application of Profits of Participation Branch.

109. Subject to such Modification and Regulations as may be made under the Powers of this Act, with the Sanction and Approval of the Committee of Participation Policy Holders for the Time being, the whole Profits of the Participation Branch shall belong to the Participation Policy Holders, under Deduction of a Sum equal to Ten *per Centum* of the Premiums paid on that Branch, to be retained by the Company as their Remuneration for managing and carrying on the

the same, and guaranteeing the Participation Policy Holders against any Deficiency in the Funds of such Branch, to make good to the Policy Holders the Sums assured by their Policies and declared Bonuses thereon, such Sum of Ten *per Centum* to include all Charges and Expenses chargeable against the Participation Branch, with the Exception of Commissions and Allowances to Agents and others for introducing Business on the Participation Principle, and such Profits (after deducting the said Ten *per Centum* and the Amount of all such Commissions and Allowances) shall be apportioned by the Company among the Participation Policy Holders, and applied either in making Additions to the Amounts assured by the Participation Policies, or, at the Option of each Participation Policy Holder, in reducing the future Premiums payable by such Participation Policy Holder: Provided always, that as regards Participation Policy Holders assured before the passing of this Act, nothing in this Section contained shall authorize the Company to allot to any such Participation Policy Holder a less Share of the Profits actually made in the Participation Branch than they would have been bound to allot to him under the Provisions of the herein-before recited Act of 1848.

Participation Policy Holders Committee.

110. The Participation Policy Holders shall be entitled, if they think fit, to attend at the Ordinary Annual Meetings of the Company, and appoint Three of their Number as a Committee, to be called "the Participation Policy Holders Committee," with such Powers as are herein-after mentioned; but the Participation Policy Holders shall not vote upon any Matter arising at such Ordinary Annual Meetings, except on the Appointment of such Committee as aforesaid: Provided always, that no Participation Policy Holder shall be disqualified as a Member of the said Committee by being also a Shareholder or Director of the Company.

Mode of Election of Participation Policy Holders Committee.

111. In the Election of the Members of such Committee the Participation Policy Holders alone shall vote, and they shall be entitled to vote in proportion to the Sums assured by their Policies in that Branch, and such Votes may be given either personally or by Proxies, also being Participation Policy Holders; and the Instrument appointing such Proxies shall be in Writing according to the like Form, as near as the Case will admit, as is prescribed in Schedule (C.) to this Act annexed for the Proxies of Shareholders, or in a Form to the like Effect under the Hand of the Participation Policy Holder nominating such Proxy; and every Election of a Member of such Committee shall be determined by the Majority in the Value of the Sums assured by the Participation Policies of the Persons so voting, the Chairman of the Meeting (whether Participation Policy Holder or not) having a Casting Vote in case of Equality; and the Regu-

lations as to the Mode of taking the Votes and as to a Poll shall be the same, *mutatis mutandis*, as in the Case of Votes by Shareholders on the Business of the Company, except that the Number and Qualification of Participation Policy Holders entitled to demand a Poll shall be Five Policy Holders insured for Five thousand Pounds at the least.

Term of Office of Participation Policy Holders Committee.

112. The Members of the Participation Policy Holders Committee shall hold Office until they shall resign or cease to be Participation Policy Holders, or be replaced by other Members by the Vote of the Participation Policy Holders at any such Meeting as aforesaid; and in case of a Vacancy in said Committee, from whatever Cause, the remaining Member or Members of such Committee may, if he or they think fit, appoint a qualified Policy Holder to fill up said Vacancy till the next Election shall take place.

Notice to Participation Policy Holders.

113. It shall not be lawful at any Ordinary Annual Meeting of the Company to fill up any Vacancies in the Participation Policy Holders Committee, or to transact any Business in relation to such Committee, unless previous Notice of such Meeting and of the Proceedings proposed to be taken thereat, shall have been given by Advertisement to the Participation Policy Holders, subject to the same Provisions and in like Manner as Notice is by this Act required to be given to Shareholders of every such Ordinary Meeting.

Summoning of Participation Policy Holders.

114. It shall not be necessary to give notice to the Participation Policy Holders to attend every Ordinary Annual Meeting, but Notice to attend an Ordinary Annual Meeting of the Company, or a Special Meeting of the Participation Policy Holders, shall be given to them whenever a Vacancy shall have occurred in the Participation Policy Holders Committee, or whenever for any other sufficient Reason it shall be deemed by the General Court necessary to summon the Participation Policy Holders to any such Ordinary or Special Meeting; and whenever any One hundred or more Participation Policy Holders, holding Participation Policies to the aggregate Amount of not less than Fifty thousand Pounds, shall notify in Writing under their Hands to the General Court, not less than One Calendar Month before the Time of meeting, their Desire that the Participation Policy Holders shall be summoned to attend any Ordinary Meeting of the Company, or to any Special Meeting of the Participation Policy Holders, then and in every such Case Notice of such Meeting shall be given to the Participation Policy Holders in manner aforesaid, and the same shall be held accordingly; and at every Special Meeting of Participation Policy Holders the Chairman shall be the same Person, whether he be or be not a Participation Policy Holder, who would be entitled to be Chairman of a Meeting

of

of Shareholders at the same Time and Place, and shall have a Casting Vote.

Powers of Participation Policy Holders Committee.

115. The Members of the Participation Policy Holders Committee shall be entitled to sit and vote along with the General Court in all Matters touching the Investment and Management of the Funds of that Branch of the Company's Business, and they shall be entitled, by any unanimous Resolution of their Number, to propose from Time to Time any Modifications which they may deem advantageous to the Participation Policy Holders in the Regulations and Practice of the Company, whether prescribed by this Act or otherwise, with reference to the Mode of calculating and ascertaining the Profits of the Participation Branch, and generally with reference to the Conduct and Management of the Participation Branch; and every such Proposition, when accepted by the General Court, shall, till again altered by the General Court and the said Committee of Participation Policy Holders, be binding both upon the Company and the Participation Policy Holders: Provided always, that nothing in this Section contained shall, except so far as any such Resolution so accepted shall expressly provide, diminish or affect any Power which the Company would otherwise have of varying or modifying their Practice in the Conduct or Management of the Participation Branch, or any other Rights of the Company, or any Rights which any Participation Policy Holders would otherwise have against the Company.

Service of Notices and Proceedings on Company.

116. All Notices or other Documents requiring to be served upon the Company may be served by leaving the same at the Office either of the *Aberdeen* or *London* Board, addressed to the General Manager of the Company, or to the Manager or Secretary of the respective Boards at whose Office the same shall be left.

Notices by the Company, how to be given.

117. All Notices required to be given by the Company by Advertisement shall be inserted in One or more of the Newspapers circulating in *Aberdeen*, and in One or more daily Newspapers circulating in *London*; and all Notices required to be served by the Company upon any Shareholder may be sent by Post in a Letter addressed to such Shareholder at his registered Address in the United Kingdom; and in the Case of joint Shareholders, Service on the One first named in the Register shall be sufficient Service on both; and every Notice served by Post shall be deemed to have been served at the Time when the Letter containing the same would in the ordinary Course of the Post be delivered; and in proving such Service it shall be sufficient to prove that the Letter containing the Notice was properly addressed and posted; as to any Shareholder whose registered Address is not in the United Kingdom, the Office of the Company shall, as regards the Service of Notices or other Documents,

ments, be deemed to be his registered Address in the United Kingdom, but any such Shareholder may register any Place in the United Kingdom at which he desires such Services to be made, and the same shall be made accordingly.

Authentication of Notices and Receipts.

118. Notices, Documents, and Proceedings requiring Authentication by the Company or any of its Boards or Committees shall be sufficient if signed by the General Manager of the Company, or the Manager or Secretary or One of the Managers or Secretaries, or other proper Officer of the Board or Committee from which the same may proceed, or by any Member of such Board or Committee, and the Receipts of any Officer authorized to receive Monies or Property due or belonging to the Company shall be good Discharges for the same.

Assignments and Discharges of Policies.

119. Assignments and Discharges of Policies of Assurances issued in the United Kingdom shall be valid and effectual if executed either according to the *English* or *Scotch* Mode of executing such Instruments, or partly according to the one and partly according to the other; and Assignments and Discharges of Policies of Assurances issued out of the United Kingdom shall be valid and effectual if executed in such Manner as the Law of the Colony, Dependency, Foreign Country, State, or Place in which such Assignment or Discharge may take place may allow or require.

Recited Deeds and Acts repealed.

120. The recited Contract of Copartnery of 2nd *June* 1836 and subsequent Dates, and Deed of Accession of the 1st *April* 1847 and subsequent Dates, and the recited Acts of 11th and 12th *Vict.* Cap. 46., and "The *Northern* Assurance Amendment Act, 1861," and all the Provisions thereof respectively, are hereby repealed and annulled, but no Byelaws or Regulations, Acts, Deeds, Contracts, or Appointments made, done, executed, or entered into under the Authority of the said repealed and annulled Contract, Deed of Accession, and Acts, or either of them, shall be invalidated by such Repeal, but shall be as obligatory in all respects (except in so far as the same are or may be altered or varied by the express Provisions or under the Powers of this Act) as if this Act had not been passed.

No Acts done under repealed Deeds, &c. to be invalid.

Expenses of Act.

121. The Expenses of this Act shall be paid by the Company out of any Funds under the Control of the Directors.

Public Act.

122. This Act shall be deemed and taken to be a Public Act, and shall be judicially taken notice of as such.

SCHE-

SCHEDULES referred to in the foregoing Act.

SCHEDULE (A.)

Form of Certificate of Share.

THE NORTHERN ASSURANCE COMPANY.

Number .

This is to certify that *A.B.* of in the County of is the Proprietor of the Share Number of "The Northern Assurance Company," subject to the Regulations of the said Company.

Given under the Common Seal of the said Company, the Day of 18 .

SCHEDULE (B.)

Form of Transfer of Shares or Stock.

I of in the County of in consideration of the Sum of paid to me by of do hereby transfer to the said Share [*or* Shares] numbered in the Undertaking called "The Northern Assurance Company," [*or* Pounds Consolidated Stock in the Undertaking called " The Northern Assurance Company" standing (*or* Part of the Stock standing) in my Name in the Books of the Company,] to hold unto the said his Executors, Administrators, and Assigns, [*or* Successors and Assigns,] subject to the several Conditions on which I held the same at the Time of the Execution hereof; and I, the said do hereby agree to take the said Share [*or* Shares] [*or* Stock], subject to the same Conditions.

SCHEDULE (C.)

Form of Proxy.

THE NORTHERN ASSURANCE COMPANY.

I of in the County of being a Shareholder [*or* Stockholder, *or* Participation Policy Holder] in "The Northern Assurance Company," and entitled to Vote [*or* Votes], hereby appoint of in the County 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 Company to be held on the Day of and at any Adjournment thereof [*or* at any Meeting of the Company that may be held in the Year].

As witness my Hand, this Day of 18 .

Signed by the said }
in the Presence of }

LONDON:
Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
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