

IN THE PRIVY COUNCIL )  
 )  
ON APPEAL FROM )  
 )  
THE HIGH COURT OF AUSTRALIA )

No. 29 of 1965.

BETWEEN:

DESMOND LEES PEATE  
APPELLANT

AND:

THE COMMISSIONER OF TAXATION  
OF THE COMMONWEALTH OF  
AUSTRALIA  
RESPONDENT

TRANSCRIPT RECORD OF PROCEEDINGS

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Exhibit C Copy of  
Memorandum and Articles  
of Association of A.E.  
Westbank Pty. Limited

Companies Act, 1936

A Company Limited by Shares.

Memorandum

and

Articles of Association

of

A.E. WESTBANK PTY. LIMITED

Solicitors:-

Herbert Smith & W.B. Phillips,  
35 Pitt Street,  
Sydney.

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of Association of A.E.  
502. Westbank Pty. Limited

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Coat  
of  
Arms New South Wales  
One Pound Ten Shillings  
Stamp Duty.

NEW SOUTH WALES

10

CERTIFICATE OF INCORPORATION  
OF COMPANY

No. 585554

Companies Act, 1936  
(Section 28)

=====

THIS IS TO CERTIFY -

(1) that A.E. WESTBANK PTY. LIMITED is  
incorporated under the Companies Act, 1936.

(2) that the date of Incorporation of the  
said Company is the Twenty-ninth day of June, One 20  
thousand nine hundred and fifty six.

(3) that the said Company is limited by shares  
and is a Proprietary Company.

GIVEN under my hand, at Sydney this Twenty  
ninth day of June, One thousand nine hundred and fifty  
six.

(Sgd.) A. SWANSON  
(L.S.)

Deputy Registrar-General.

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Exhibit C Copy of  
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Westbank Pty. Limited

Companies Act, 1936

A Company Limited by Shares.

Memorandum of Association

of

A.E. WESTBANK PTY. LIMITED.

1. The name of the Company is "A.E. Westbank Pty. Limited".

2. The objects for which the Company is established are:-

(1) To purchase or otherwise acquire and carry on manage finance and undertake the whole or any part of the business (including the goodwill) property rights and liabilities of any person or company carrying on any business which the Company is authorised to carry on or possessed of property suitable for the purposes of this Company. 10

(2) To purchase take on lease or in exchange hire or otherwise acquire any real or personal property and any rights or privileges over or connected therewith which the Company may think necessary or convenient for the purposes of its undertakings or business. 20

(3) To carry on business and act as merchants, bankers, traders, commission agents, ship-owners, carriers or in any other capacity in the Commonwealth of Australia or elsewhere and to purchase, build, hire, charter or otherwise own, hold, use and dispose of steam and other vessels and ships and their appurtenances and to import, export, buy, sell, barter, exchange, pledge, make advances upon and otherwise deal in goods, produce, articles and merchandise. 30

(4) To purchase or otherwise acquire, and to sell, exchange, surrender, lease, mortgage, charge, convert, turn to account, dispose of and deal with property and rights of all kinds and in particular, mortgages, debentures, produce concessions, options, contracts, patents, annuities, licenses, stocks, shares, bonds, policies, book debts, business concerns and undertakings and claims, privileges and choses-in-action of all kinds. 40

(5) To subscribe for, conditionally or unconditionally, to underwrite, issue on commission or otherwise, take, hold, deal in and convert stocks, shares and securities of all kinds, and to enter into partnership or into any

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of Association of A.E.

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Westbank Pty. Limited

arrangement for sharing profits, union of interest, reciprocal concession or co-operation with any person, partnership or company, and to promote and aid in promoting, constitute, form or organise companies, syndicates or partnerships of all kinds, for the purpose of acquiring and undertaking any property and liabilities of this Company, or of advancing, directly or indirectly, the objects thereof, or for any other purpose which this Company may think expedient. 10

(6) To advance, deposit or lend money, securities and property, to or with such persons and on such terms as may seem expedient, to discount, buy, sell and deal in bills, notes, warrants, coupons and other negotiable or transferable securities or documents.

(7) To manufacture, indent, import, buy or sell, let on hire or deal in for cash or for the hire system or for payment by instalments or otherwise of any of the commodities and appliances dealt in by the Company and of fittings component parts and accessories relating thereto. 20

(8) To carry on the business of iron founders, mechanical engineers and manufacturers of agricultural implements and other machinery, tool-makers, brass-founders, metal workers, boiler-makers, mill-wrights, machinists, iron and steel converters, smiths, woodworkers, builders, painters, metallurgists, electrical engineers, water supply engineers, gas-makers, farmers, printers, carriers and merchants, and to buy, sell, manufacture, repair, convert, alter, let on hire and deal in machinery, implements, rolling-stock and hardware of all kinds and to carry on any other business (manufacturing or otherwise) which may seem to the Company capable of being conveniently carried on in connection with the above, or otherwise calculated, directly or indirectly, to enhance the value of any of the Company's property and rights for the time being. 30 40

(9) To carry on the business of and dealers in anatomical, orthopaedic, radiological, scientific, chemical, photographic and surgical appliances of all kinds and the business of chemists, druggists and providers of medicinal surgical and hospital facilities and services of all kinds whether alone or in conjunction with any other person firm or corporation. 50

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(10) To buy and sell by wholesale or retail new or second-hand machinery tools iron steel aluminium and other metal goods of all kinds and rubber and plastic goods of any type.

(11) To erect and build anywhere in the Commonwealth of Australia factories mills warehouses shops and other buildings necessary or expedient for the purpose of the Company.

(12) To carry on the business of general merchants and dealers in goods of all kinds and to do all things necessary or incidental thereto. 10

(13) To manufacture deal in import indent buy and sell goods of all kinds and to do all things necessary or incidental thereto.

(14) To carry on the business of Custom and Commission Agents and to do all things necessary and incidental thereto.

(15) To engage in and carry on all classes of mercantile business in relation to any article or commodity whatever. 20

(16) To carry on any other trade or business of a similar nature or any trade or business of any description which may seem to the Directors capable of being conveniently carried on in connection with any of the Company's objects or subsidiary thereto and calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights. 30

(17) To undertake and execute any contracts for works involving the supply or use of any articles manufactured or dealt with by the Company and to carry out any ancillary or other works comprised in such contracts.

(18) To seek for and secure openings for employment of capital and with a view thereto to carry on all kinds of exploration business and to obtain any options concessions grants decrees rights or privileges whatsoever which may seem to the Directors capable of being turned to account and to work develop carry out 40



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exercise and turn to account the same also to purchase or acquire sell exchange deal in and turn to account property and rights of all kinds and in particular lands building agricultural or otherwise buildings concessions patents licenses monopolies plantations farms and business concerns and undertakings.

(19) To buy sell manufacture refine manipulate import export and deal in all substances apparatus and things capable of being used in any of the said businesses as aforesaid or required by any customers of or persons having any dealings with the Company either by wholesale or retail. 10

(20) To acquire manage farm cultivate plant explore work or improve any lands or interest in lands which may belong to the Company and to deal with any products of such lands.

(21) To purchase charter hire build or otherwise acquire steam and other ships or vessels with all equipment and furniture carriages waggons motors motor-tractors aeroplanes engines and other mechanical appliances horses and other beasts of burden and to employ the same respectively in the conveyance of passengers goods wares and merchandise of all kinds or in any other manner which may seem to the Directors directly or indirectly conducive to the interests of the Company and to acquire any postal subsidies. 20 30

(22) To acquire by purchase or otherwise or hire buy sell construct erect maintain improve alter adopt reconstruct pull down demolish restore manage work control and superintend or subscribe or contribute towards or otherwise assist or take part in or enter into any contracts in relation to the acquisition hiring purchase sale erection construction maintenance improvement alteration adoption reconstruction demolition management working control and superintendence of any mills or treatment plant railways tramways roads bridges reservoirs dams waterworks watercourses canals aqueducts wharves piers docks slips furnaces kilns sawmills buildings offices workshops stores warehouses factories engineering mining electrical gas and all other works and all plant machinery gear and conveniences which to the Directors may seem calculated directly or indirectly to advance the interests 40 50

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of the Company or necessary or convenient for any of the businesses of the Company.

(23) To buy sell let hire manufacture import export prepare for market repair alter exchange and deal in all kinds of articles materials and things which may be required for the purposes of any of the said businesses or manufactures or commonly supplied by or dealt in by persons engaged in such businesses or which may seem capable of being profitably dealt with in connection with any of the said businesses or manufactures or likely to be required by customers thereof. 10

(24) To purchase or otherwise acquire carry on and undertake all or any part of the business (including the goodwill property goods chattels effects choses-in-action and liabilities) of any person co-partnership or company carrying on any business of a like nature to any business which this Company is authorised to carry on or possessed of property suitable for any of the purposes of this Company and to conduct carry on liquidate and wind up or otherwise deal with any such business. 20

(25) To purchase or otherwise acquire carry on manage finance or otherwise be interested in any business whether manufacturing or otherwise which may seem to the Directors hereof capable of being conveniently carried on or financed to the advantage direct or indirect of this Company. 30

(26) To purchase take on lease or on sublease or on option of purchase or lease or sublease or in exchange hire tribute or otherwise acquire upon such terms and conditions as the Directors may think fit and for any consideration and in particular for shares fully paid up or partly paid up or otherwise howsoever any real or personal property or any chattels real or any rights licenses or privileges and in particular any freehold or leasehold lands buildings easements machinery plant and stock-in-trade. 40

(27) To pay either wholly or partly in cash debentures shares or otherwise as may be deemed expedient for any business or property acquired by the Company or services rendered or to be rendered to the Company.

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bank Pty. Limited

(28) To let on lease or on hire and either for rent or on royalties tribute share of profits or other consideration the whole or any part of the real or personal property of the Company on such terms and for such periods as the Directors shall determine.

(29) To sell exchange place under offer dispose of or otherwise deal with all or any of the business undertakings rights assets goodwill patents buildings machinery plant debentures or shares the property for the time being of the Company whether freehold leasehold or otherwise and whether real or personal for such consideration as the Directors shall think fit and in particular for cash or on credit or for fully or partly paid-up shares stock debentures or securities in any other company having objects altogether or in part similar to those of this Company or partly for cash or on credit and partly for such shares debentures or securities or on terms of sharing in the profits of such other company or in consideration of a royalty or on such other terms as may be determined.

(30) To sell and absolutely dispose of the whole of the undertaking property assets and goodwill of the Company to any other person or persons or company with a view of winding up or dissolving the Company and distributing the assets amongst the shareholders.

(31) To distribute among the members in specie any property or any proceeds of sale or disposal of any property of the Company or any part thereof and for such purpose to distinguish and separate capital from profits but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.

(32) To borrow or raise money in such manner and on such terms as the Directors shall think fit and in particular by the issue of debentures or debenture stock whether perpetual or otherwise or upon bonds or mortgages charged or not charged upon the whole or any part of the undertaking property assets and rights of the Company both present and future including its uncalled capital or upon bills of exchange bills of sale promissory notes or other obligations and to purchase redeem or pay off any such securities.

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(33) To draw make accept endorse execute discount and issue promissory notes bills of exchange bills of lading warrants debentures and other negotiable or transferable securities or instruments in connection with the said business or businesses or the independent transaction of financial business or operations.

(34) To sell improve manage develop exchange lease mortgage dispose of turn to account or otherwise deal with all or any part of the property or rights of the Company. 10

(35) To insure against damage either by fire or at sea or otherwise any insurable property of the Company and to insure any servant of the Company against risk accident or fidelity in the course of their employment by the Company and to effect insurances for the purpose of indemnifying the Company in respect of claims by reason of any such risk accident or fidelity and to pay premiums on such insurances. 20

(36) To amalgamate or enter into partnership or into any arrangement for sharing profits union of interest co-operation joint adventure reciprocal concession or otherwise with any person or persons or any company carrying on or engaged in or about to carry on or engage in any business or transaction altogether or in part similar to that carried on by this Company or which this Company is authorised to carry on or engage in or any business or transaction capable of being conducted so as to directly or indirectly benefit this Company and for such purpose to take or otherwise acquire and hold stock or shares in or the securities of any such companies or in any other company with which this Company transacts business and to subsidise or otherwise assist any such person or persons or company and to sell hold re-issue with or without guarantee or otherwise deal with such shares stock or securities. 30 40

(37) To promote or form register incorporate subsidise or assist any other company or companies syndicates and partnerships of all kinds for any lawful purpose or purposes whatsoever.

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(38) To acquire by subscription purchase issue or otherwise and to accept and take hold place or sell and deal with the stocks shares bonds debentures and other securities of any other company syndicate association or body of persons now existing or hereafter to exist or be formed for any lawful purpose whatsoever and to give any guarantee or security in relation thereto or otherwise in connection with any stocks shares bonds debentures or securities. 10

(39) To take part in the management supervision or control of the business or operations of any company or undertaking and for that purpose to appoint and remunerate any directors accountants or other experts or agents.

(40) To employ and pay experts agents and other persons to investigate and examine into the conditions prospects value character and circumstances of any business concerns and undertakings and generally of any assets property and rights and to organise equip and despatch expeditions for prospecting, exploring, reporting on, surveying, acquiring, developing and working mines lands farms districts territories and properties of every description. 20

(41) To pay all or any of the costs charges and expenses preliminary and incidental to the formation establishment and registration of the Company and any company to be promoted as herein provided or to contract with any person or company to pay the same and to remunerate by commission brokerage or otherwise any person or company (whether standing in a fiduciary position towards the Company or not) for services rendered or to be rendered for underwriting placing selling or guaranteeing the subscription of any shares stock debentures or other securities of the Company or of any company to be promoted as aforesaid. 30 40

(42) To invest and deal with the moneys of the Company not immediately required upon such securities and investments including Government loans shares in or securities of other companies or deposits (for a period or at call) with any bank company firm or person at interest and to vary from time to time such investments

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and generally in such manner as may from time to time be determined by the Directors.

(43) To lend money to such persons firms or companies and on such terms as the Directors may think fit and to guarantee the performance of any contracts leases mortgages or agreements by any person firm or company having dealings with the Company or not and generally to undertake any financial business or operations which may seem expedient with or without security and to take mortgages bills of sale and all other instruments securities deeds and documents which the Directors shall think fit to accept.

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(44) To lend money on the security of any description of property real or personal including stocks shares and other choses-in-action or on mortgages bonds or other obligations or on any kind of personal security or without taking security and to vary sell or otherwise dispose of all investments.

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(45) Subject to any prohibition contained in the Articles of Association of the Company to receive money on deposit from any person firm or company for such period or periods and upon such terms and conditions as the Directors may think fit.

(46) To accept or take any security for any debt or liability to this Company or any property real or personal in or toward payment or satisfaction of any such debt or liability.

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(47) To adopt such means of making known any business of the Company as may seem to the Directors expedient and in particular by advertising in the press by radio by circular by purchase and exhibition of works of art or interest by publication of books or periodicals and by granting prizes rewards and donations.

40

(48) To negotiate loans manage properties and estates collect and receive rents interest and other moneys and generally to transact and carry on all kinds of agency and commission business.

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Westbank Pty. Limited

(49) To give any shareholder servant or employee of the Company any share or interest in the profits of the Company's business or any branch thereof and for that purpose to enter into any arrangements the Directors of the Company may think fit.

(50) To provide for the welfare of persons in the employment of the Company or formerly engaged in any business acquired by the Company and the wives widows and families of any such persons by grants of money pensions or other payments and by providing or subscribing towards places of instruction and recreation and hospitals dispensaries medical and other attendances and other assistance as the Directors shall think fit and to form subscribe to or otherwise aid benevolent religious scientific national or other institutions or objects which shall have any moral or other claims to support or aid by the Company by reason of the locality of its operations or otherwise. 10 20

(51) To make donations to such persons and in such cases and either of cash or other assets as the Directors may think directly or indirectly conducive to any of the Company's objects or otherwise expedient and to subscribe to or guarantee money for any charitable useful or benevolent objects or for any exhibition or for any public general or other object or which will in the opinion of the Directors tend to increase its repute or popularity among its employees customers or the public and to establish or support or aid in the establishment or support or associations institutions conveniences funds and trusts calculated to benefit any of the employees or ex-employees of the Company or its predecessors in business or the dependents or connections of any such persons and to grant pensions and allowances and to make payments towards insurance and apply the money of the Company in any way in or towards the establishment maintenance or extension of any association institution or fund for protection of the interests of masters owners and employers against loss by bad debts strikes workmen's combinations fire accidents or otherwise or for insuring or re-insuring with any company firm or person any risks guarantees or obligations undertaken by the Company or to which it may be subject. 30 40 50

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(52) To obtain in the Commonwealth of Australia or in the United Kingdom of Great Britain and Northern Ireland or elsewhere any Act of Parliament or Government Authority for enabling the Company to carry any of its objects into effect or for effecting any modification of the Company's constitution or for any other purpose which may seem expedient and to oppose any proceedings directly or indirectly to prejudice the interests of the Company. 10

(53) To enter into any arrangements with any Government or Authorities supreme or municipal local or otherwise or any company in any part of the World and to obtain from any such Government Authority or company or otherwise acquire any concessions rights or privileges for any objects or purposes whatsoever which the Directors may think capable of being profitably dealt with or desirable to obtain. 20  
And to carry into effect work exercise or otherwise turn to account deal with and dispose of any such concessions rights or privileges.

(54) To join or become a member of any association company or society formed or to be formed for the protection or advancement of the interest of employers or capitalists or others engaged in any trade or business and to subscribe to or subsidise any such association company or society. 30

(55) To act as agents or brokers or as trustees for any person firm or company and to undertake and perform sub-contract and also to act in any of the businesses of the Company through or by means of agents brokers sub-contractors or otherwise.

(56) To do all or any of the above things in any part or parts of the Commonwealth of Australia or in New Zealand or in the United Kingdom of Great Britain and Northern Ireland or elsewhere as principals attorneys agents contractors trustees or otherwise and by or through or by means of attorneys agents contractors or trustees or the agency of others alone or in conjunction with another or others. 40

(57) To procure the Company to be recognised in the United Kingdom of Great Britain and



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Northern Ireland or in any State of the Commonwealth of Australia or in New Zealand or elsewhere and to do all things necessary or expedient for compliance with the laws and regulations of the Imperial or any colonial or foreign government or local authority in places where the Directors may be desirous of transacting its business.

(58) To appoint from time to time either with full or restricted powers of sub-delegation and either with or without remuneration agents attorneys local or managing directors or other persons or corporations under power of attorney or otherwise within or outside the State of New South Wales for the purpose of carrying out and completing all or any of the objects of the Company as mentioned in this Memorandum of Association and of arranging conducting or managing the business or businesses of the Company or any matter or concern whatsoever in which the Company is now or may from time to time be or become or be about to become interested or concerned with the same or more limited powers than the Directors of the Company have and to delegate such powers of appointment to any person or persons company or corporation and from time to time to revoke and cancel all or any such appointments or delegations and to remove any person or corporation appointed thereunder. 10  
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(59) To transfer or otherwise cause to be vested in any company person or persons to be held in trust for the Company or on such trusts for working developing or disposing of the same as may be considered expedient any property or business which the Company is authorised to acquire or carry on.

(60) To do all such other acts matters and things as are or may appear to the Directors to be incidental or conducive to the attainment of the above objects or any of them or any objects of a like or similar nature. 40

AND IT IS HEREBY DECLARED that the word "Company" in this Clause when not applied to this Company shall be deemed to include any partnership or other body of persons whether incorporated or not incorporated and whether domiciled in New South Wales or elsewhere and whether existing or hereafter to be formed and the intention is that each object specified in each paragraph of this Clause shall unless otherwise therein provided be regarded as an independent 50

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object and shall be in no wise limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company and shall be capable of being pursued as an independent object and either alone or in conjunction with any one or more of the objects specified in the same or in any other paragraph or paragraphs.

3. The liability of the members is limited.

4. The share capital of the Company is £25,000 divided into 25,000 shares of £1 each. 10

5. Any of the shares in the original capital for the time being unissued and any new shares from time to time to be created may from time to time be issued with any such right of preference whether in respect of dividend or of repayment of capital or both or any such other special privilege or advantage over any shares previously issued or then about to be issued or with such deferred rights as compared with any other shares previously issued or then about to be issued and with any special or restricted rights or without any right of voting and generally on such terms and subject to such conditions and provisions as may from time to time be determined in accordance with the Articles of Association for the time being in force. 20

6. The Registered Office of the Company will be situate at Sydney in the State of New South Wales or at such other place in the said State as the Directors may from time to time determine.

WE, the several persons whose names and addresses are subscribed are desirous of being formed into a Company in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names. 30

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Names, Addresses and Descriptions of Subscribers.	No. of Shares taken by each Subscriber.	Witness to Signatures
ERNEST BERGE PHILLIPS 2/43 Everton Road, Strathfield. Solicitor.	One Ordinary	P.A. DAVIS 18 Clan- ville Road Roseville. Law Clerk.
GEOFFREY CHARLES DAVIES 14 Spring Street, Sydney. Public Accountant.	One Ordinary	P.A. DAVIS

10

DATED this 29th day of June 1956.

Companies Act, 1936

A Company Limited by Shares.

Articles of Association

of

A.E. WESTBANK PTY. LIMITED

Preliminary

1. The Regulations contained in Table "A" in the Second Schedule to the Companies Act 1936 shall not apply to this Company except in so far as the same are repeated or contained in these Articles.

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Interpretation

2. In these presents unless there be something

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in the subject or context inconsistent therewith the following words and expressions shall have the several meanings hereby assigned to them, that is to say:-

"Special Resolution" and "Extraordinary Resolution" shall have the meaning assigned thereto respectively by Section 97 of the Act.

Words importing the singular number only shall include the plural number and words importing the plural number only shall include the singular number. 10

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

Words importing persons shall include companies corporations and public bodies.

"The Company" or "this Company" shall mean the abovementioned Company.

"Articles" shall mean these Articles of Association.

"Member" shall mean a registered holder of any share or stock of the Company. 20

"The Register" shall mean the Register of Members to be kept pursuant to Section 78 (1) of the Companies Act.

"Office" shall mean the Registered Office for the time being of the Company.

"Month" shall mean calendar month.

"Directors" shall mean the Directors for the time being of the Company.

"Director" includes any person occupying the position of Director by whatever name called. 30

"Share" means share in the capital of the Company and includes stock except where a distinction

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between stock and shares is expressed or implied.

"Seal" shall mean the Common Seal of the Company.

"Writing" shall include printing lithography typewriting and any other mode of representing or reproducing words in a visible form.

"Dividend" shall include bonus.

"Paid-up" shall include credited as paid-up.

"The Companies Act" or "the Act" or "the Statutes" means the Companies Act 1936 or any statutory modification amendment or re-enactment thereof for the time being in force.

10

"Secretary" includes the Assistant or Acting Secretary or any substitute for the time being for the Secretary.

"The State" means the State of New South Wales.

In every case where in these presents general expressions are used in connection with powers discretions or things such general expressions shall not be limited to or controlled by the particular powers discretions or things with which the same are connected. And words and expressions denoting authority or permission shall be construed as words or expressions denoting directions or compulsory trusts. Subject as aforesaid any words defined in the Statutes shall if not inconsistent with the subject or the context bear the same meaning in these presents.

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3. The Company is to be a Proprietary Company and accordingly the following provisions shall have effect:-

- (a) The right of transfer of shares shall be restricted as hereinafter provided.
- (b) The number of members for the time being of the Company (exclusive of persons who are in

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the employment of the Company and of persons who having been formerly in the employment of the Company were while in that employment and have continued after the determination of that employment to be members of the Company) is not to exceed fifty but where two or more persons hold one or more shares in the Company jointly they shall for the purposes of this Clause be treated as a single member.

- (c) Any invitation to the public to subscribe for any shares or debentures of the Company or to deposit money with the Company for fixed periods or payable at call whether bearing or not bearing interest is hereby prohibited. 10

4. The business of the Company shall be commenced as soon as convenient after the incorporation thereof.

Capital

5. (1) The capital of the Company is £25,000 divided into shares as follows:-

1,000 Ordinary Shares of £1 each.  
1,000 "A" Class Shares of £1 each. 20  
1,000 "B" Class Shares of £1 each.  
1,000 "C" Class Shares of £1 each.  
1,000 "D" Class Shares of £1 each.  
1,000 "E" Class Shares of £1 each.  
5,000 Group 1 redeemable non-cumulative preference shares of £1 each entitled to a dividend of 5% per annum.  
7,000 Group 2 redeemable non-cumulative preference shares of £1 each entitled to a dividend of 5% per annum. 30  
7,000 Group 3 redeemable non-cumulative preference shares of £1 each entitled to a dividend of 4% per annum.

(2) The holders of Ordinary and Group 3 4% redeemable non-cumulative preference shares shall be entitled to one vote for each share held. The holders of the "A", "B", "C", "D", and "E" class shares and Group 1 and Group 2 5% redeemable non-cumulative preference shares shall not be entitled to vote at any General Meeting except as hereinafter provided, but shall be entitled to notice of and to attend General Meetings. 40

(3) The "A", "B", "C", "D" and "E" class shares shall confer the right only to such dividends as the Directors may from time to time as they think fit determine.

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- (4) Without in any way limiting the power of the Directors to make such determinations as they think fit under the last preceding paragraph, the Directors may in making any determination attach conditions to any rights thereby conferred and in particular may determine that -
- (a) Before the declaration of any subsequent dividend in favour of the holders of any particular class or classes of shares the holders of any other class or classes shall be entitled to receive a dividend of a fixed amount or at a certain rate, or 10
- (b) That after the subsequent payment of a dividend of a fixed amount or at a certain rate to the holders of any class or classes of shares the holders of any other class or classes of shares shall be entitled to a dividend of a fixed amount or at a certain rate before any further dividend be declared or paid to the holders of the first mentioned class or classes of shares. 20
- (5) Any such determination made by the Directors shall be binding upon all the members of the Company.
- (6) The subsequent declaration and payment of any dividend in accordance with any such determination shall, to the extent thereof, satisfy the rights of the holders of the subject shares resulting from the said determination. 30
- (7) The holders of the "A", "B", "C", "D" and "E" class shares shall be entitled to such voting powers and to such dividends and rights on winding up and otherwise as the Directors may at the time of issue determine.
- (8) The following provisions shall apply to the Group 1 and Group 2 5% redeemable non-cumulative preference shares and to the Group 3 4% redeemable non-cumulative preference shares:- 40
- (a) The said shares shall confer the right to a fixed preferential dividend at the rate of five and four pounds per centum

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per annum respectively according to the type of such share on the capital for the time being paid up thereon payable as regards each year out of the profits of such year available for dividend but with no right in case of deficiency to resort to the profits of subsequent years and to such additional dividends as the Directors may from time to time determine and the right in a winding up to repayment of capital and in priority to the ordinary, "A", "B", "C", "D" and "E" class shares but not to participate in any surplus assets which may remain after paying off the remainder of the capital unless such right shall have been attached to the said Preference Shares at the time of the issue thereof by the Directors.

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(b) The Company may at any time apply any profits or moneys of the Company which may be lawfully applied for that purpose in the redemption of the preference shares at par together with all arrears of the fixed dividend thereon whether earned or declared earned up to the date of redemption.

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(c) In the event of the Company determining to redeem a part only of the said preference shares for the time being outstanding the particular shares to be redeemed shall be selected by the Directors of the Company.

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(d) The Company shall whenever it is about to redeem any share give to the holder of such share not less than fourteen days' notice of its intention so to do stating the time and place of redemption and at the expiration of such notice the amount payable on redemption of such share in respect of which such notice shall have been given shall be paid together with the amount of the fixed dividend thereon accumulated up to the date on which the dividend on the Redeemable non-cumulative preference shares shall have been paid down to the actual redemption date. At the time and place so fixed each holder shall be bound to surrender to the Company the Certificate of his shares to be redeemed and the Company shall pay to him the amount payable in respect of such redemption. In the event of the shareholder

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not surrendering to the Company the Certificate for his shares to be redeemed at the time and place so fixed as aforesaid the dividend on any such share shall cease to accrue as and from the due date for redemption thereof and the holder of such share shall not be entitled to any vote in connection with such share as from the time fixed for such redemption.

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Shares

6. The shares shall be under the control of the Directors who may allot or otherwise dispose of the same to such persons on such terms and conditions and either at a premium or at par or (subject to the provisions of the Companies Act) at a discount and at such times as the Directors think fit. Subject to the provisions if any in that behalf of the Memorandum of Association and without prejudice to any special rights previously conferred on the holders of existing shares any share may be issued with such preferred deferred or other special rights or such restrictions whether in regard to dividend voting return of share capital or otherwise as the Company may from time to time by ordinary resolution determine and any preference share may with the sanction of a special resolution be issued on the terms that it is or at the option of the Company is liable to be redeemed.

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7. If at any time the share capital is divided into different classes of shares the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may be varied with the consent in writing of the holders of three-fourths of the issued shares of that class or with the sanction of an extraordinary resolution passed at a separate General Meeting of the holders of the shares of the class. To every such separate General Meeting the provisions of these regulations relating to General Meetings shall *mutatis mutandis* apply but so that the necessary quorum shall be two persons at least holding or representing by proxy two-thirds of the issued shares of the class and that any holder of shares of the class present in person or by proxy may demand a poll.

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8. Every person whose name is entered as a member in the register of members shall without payment be entitled to a certificate under the seal of the Company specifying the share or shares held by him and

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the amount paid up thereon provided that in respect of a share or shares held jointly by several persons the Company shall not be bound to issue more than one certificate and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all.

9. If a share certificate letter of allotment transfer receipt or any other document of title to shares is lost defaced or destroyed a duplicate thereof may be issued by the Company upon the conditions set out in Section one hundred and eighty-two of the Act applicable thereto. 10

10. No part of the funds of the Company shall directly or indirectly be employed in the purchase of or in loans upon the security of the Company's shares but nothing in this regulation shall prohibit transactions mentioned in the proviso to sub-section one of section one hundred and forty-eight of the Act.

11. Save as herein otherwise provided the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof and accordingly shall not except as ordered by a Court of competent jurisdiction or as by statute required be bound to recognise any equitable or other claim to or interest in such share on the part of any other person. 20

Lien

12. The Company shall have a lien on every share (not being a fully paid share) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that share and the Company shall also have a lien on all shares standing registered in the name of a sole holder for all moneys presently payable by him or his estate to the Company; but the Directors may at any time declare any share to be wholly or in part exempt from the provisions of this regulation. The Company's lien (if any) on a share shall extend to all dividends payable thereon. 30

13. The Company may sell in such manner as the Directors think fit any shares on which the Company has a lien but no sale shall be made unless some sum in respect of which the lien exists is presently payable nor until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable has been given to the registered holder for the time being of 40

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the share or the person entitled thereto by reason of his death or bankruptcy.

14. For giving effect to any sale the Directors may authorise some person to transfer the shares sold to the purchaser thereof. The purchaser shall be registered as the holder of the shares comprised in any such transfer and he shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

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15. The proceeds of the sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable and the residue shall (subject to a like lien for sums not presently payable as existed upon the shares prior to the sale) be paid to the persons entitled to the shares at the date of the sale.

Calls on Shares

16. The Directors may from time to time make calls upon the members in respect of any moneys unpaid on their shares provided that no call shall exceed one-fourth of the nominal amount of the share or be payable at less than one month from the time when the last preceding call was payable and each member shall (subject to receiving at least fourteen days' notice specifying the time or times of payment) pay to the Company at the time or times so specified the amount called on his shares.

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17. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

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18. If a sum called in respect of a share is not paid before or on the day appointed for payment thereof the person from whom the sum is due shall pay interest upon the sum at the rate of ten pounds per centum per annum or at such lesser rate as the Directors may prescribe from the day appointed for the payment thereof to the time of the actual payment but the Directors shall be at liberty to waive payment of that interest wholly or in part.

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19. The provisions of these Articles as to the liability of joint holders and as to payment of interest shall apply in the case of non-payment of any sum which by the terms of issue of a share becomes payable at a fixed time whether on account of the amount

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of the share or by way of premium as if the same had become payable by virtue of a call duly made and notified.

20. The Directors may make arrangements on the issue of shares for a difference between the holders in the amount of calls to be paid and in the times of payment.

21. The Directors may if they think fit receive from any member willing to advance the same all or any part of the moneys uncalled and unpaid upon any shares held by him and upon all or any of the moneys so advanced may (until the same would but for such advance become presently payable) pay interest at such rate as may be agreed upon between the member paying the sum in advance and the Directors.

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Transmission and Transfer of shares

22. The instrument of transfer of any share shall be executed by or on behalf of the transferor and the transferee and the transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.

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23. Shares shall be transferred in the following form or in any usual or common form which the Directors shall approve:-

I    of  
in consideration of the sum of £            paid  
to me by  
of  
do hereby transfer to the said transferee the  
share (or shares) numbered  
to                    in the undertaking called  
Pty. Limited to hold unto the said transferee  
subject to the several conditions on which I  
hold the same; and I the said transferee do  
hereby agree to take the said share (or shares)  
subject to the conditions aforesaid.

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As witness our hands the                    day of            19 .

Witness to the signatures of, etc.

24. No proposed transfer of shares may be registered unless the Directors in their absolute and uncontroll-  
ed discretion approve of the registration thereof.

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The Directors shall not be bound to give any reason for their failure to approve registration of any transfer. The Directors may also suspend the registration of transfers during the fourteen days immediately preceding the Ordinary General Meeting in each year.

25. The legal personal representatives of a deceased sole holder of a share shall be the only persons recognised by the Company as having any title to the share. In the case of a share registered in the names of two or more holders the survivors or survivor of the legal personal representatives of the deceased survivor shall be the only persons recognised by the Company as having any title to the share. 10

26. Any person becoming entitled to a share in consequence of the death or bankruptcy of a member shall upon such evidence being produced as may from time to time be required by the Directors have the right either to be registered as a member in respect of the share or instead of being registered himself to make such transfer of the share as the deceased or bankrupt person could have made, but the Directors shall in either case have the same right to decline or suspend registration as they would have had in the case of a transfer of the share by the deceased or bankrupt person before the death or bankruptcy and Article 24 hereof shall apply thereto. 20

27. A share may be transferred by a member or other person entitled to transfer to the husband wife children or grand-children of the transferor but save as aforesaid no share shall be transferred to a person who is not a member (not being a person selected by the Directors as hereinafter mentioned) so long as any member or any person selected by the Directors as one whom it is desirable in the interests of the Company to admit to membership is willing to purchase the same at the fair value. 30

28. Except where the transfer is made to the husband wife children or grandchildren of the transferor pursuant to the last preceding Article thereof the person proposing to transfer any shares (hereinafter called the proposing transferor) shall give notice in writing (hereinafter called the transfer notice) to the Company that he desires to transfer the same. Such notice to the Company shall specify the sum he fixes as the fair value and shall constitute the Company his agent for the sale of the shares to any member of the Company or person selected as aforesaid at 40

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the price so fixed or at the option of the purchaser at the fair value to be fixed by the Auditor or Auditors of the Company provided that the Company shall not without the consent of the proposing transferor be entitled to sell less than the total number of shares specified in such notice. The transfer notice shall not be revocable except with the sanction of the Directors.

29. The shares specified in any transfer notice given to the Company as aforesaid shall be offered by the Company in the first place to the members other than the proposing transferor as nearly as may be in proportion to the existing shares held by them respectively and the offer shall in each case limit the time within which the same if not accepted will be deemed to be declined, and may notify the members that any member who desires an allotment of shares in excess of his proportion should in his reply state how many excess shares he desires to have; and if all the members do not claim their proportions the unclaimed shares shall be used for satisfying the claims in excess. If any shares shall not be capable without fractions of being offered to the members in proportion to their existing holdings the same shall be offered to the members or some of them in such proportions or in such manner as may be determined by lots to be drawn under the direction of the Directors.

30. If the Company shall within the space of 60 days after being served with such notice find a member or person selected as aforesaid willing to purchase the share (hereinafter called the purchasing member) and shall give notice thereof to the proposing transferor he shall be bound upon payment of the fair value to transfer the share to the purchasing member.

31. In case any difference arises between the proposing transferor and the purchasing member as to the fair value of the share the Auditor or Auditors of the Company for the time being shall on the application of either party certify in writing the sum which in his or their opinion is the fair value and in so certifying the Auditor or Auditors of the Company shall be considered to be acting as an expert or experts and not as an arbitrator or arbitrators and accordingly the Arbitration Act 1902 shall not apply and such Auditor's certificate shall be final and conclusive between the parties as to such fair value.

32. If in any case the proposing transferor after having become bound as aforesaid makes default in

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transferring the share the Company may receive the purchase money and shall thereupon cause the name of the purchasing member to be entered in the register as the holder of the share and shall hold the purchase money in trust for the proposing transferor. The receipt of the Company for the purchase money shall be a good discharge to the purchasing member and after his name has been entered in the register in purported exercise of the aforesaid power the validity of the proceedings shall not be questioned by any person. 10

33. If the Company shall not within the space of 60 days after being served with a transfer notice find a member or person selected as aforesaid willing to purchase the shares and give notice in manner aforesaid the proposing transferor shall at any time within three calendar months afterwards be at liberty subject to this Article to sell and transfer the shares to any person and at any price provided however that he shall not be entitled without the consent of the Company to sell a number of shares less than the number specified in the transfer notice. 20

Forfeiture of Shares

34. If a member fails to pay any call or instalment of a call on the day appointed for payment thereof the Directors may at any time thereafter during such time as any part of such call or instalment remains unpaid serve a notice on him requiring payment of so much of the call or instalment as is unpaid together with any interest which may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment. 30

35. The notice shall name a further day (not earlier than the expiration of fourteen days from the date of the notice) on or before which and the place at which the payment required by the notice is to be made and shall state that in the event of non-payment at or before the time and at the place appointed the shares in respect of which the call was made will be liable to be forfeited. 40

36. If the requirements of any such notice as aforesaid are not complied with any share in respect of which the notice has been given may at any time thereafter before the payment required by the notice has been made be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends declared in respect of forfeited shares and not actually paid before the forfeiture.

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37. A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Directors think fit and at any time before a sale or disposition the forfeiture may be cancelled on such terms as the Directors think fit.

38. A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares but shall notwithstanding remain liable to pay to the Company all moneys which at the date of forfeiture were payable by him to the Company in respect of the shares.

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39. A statutory declaration in writing that the declarant is a Director of the Company and that a share in the Company has been duly forfeited on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share. The Company may receive the consideration if any given for the share on any sale or disposition thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of and he shall thereupon be registered as the holder of the share and shall not be bound to see to the application of the purchase money if any nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture sale or disposal of the share.

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40. The provisions of these Articles as to forfeiture shall apply in the case of non-payment of any sum which by the terms of issue of a share becomes payable at a fixed time whether on account of the amount of the share or by way of premium as if the same had been payable by virtue of a call duly made and notified.

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#### Conversion of Shares into Stock

41. The Company may by special resolution convert any paid-up shares into stock and reconvert any stock into paid-up shares of any denomination.

42. The holders of stock may transfer the same or any part thereof in the same manner and subject to the same Articles as and subject to which the shares from which the stock arose might previously to conversion have been transferred or as near thereto as circumstances admit; but the Directors may from time to time fix the minimum amount of stock transferable and restrict or forbid the transfer of fractions of that minimum but the minimum shall not exceed the nominal amount of the shares from which the stock arose.

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43. The holders of stock shall according to the amount of the stock held by them have the same rights privileges and advantages as regards dividends voting at meetings of the Company and other matters as if they held the shares from which the stock arose but no such privilege or advantage (except participation in the dividends and profits of the Company) shall be conferred by any such aliquot part of stock as would not if existing in shares have conferred that privilege or advantage.

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44. Such of the Articles of the Company as are applicable to paid-up shares shall apply to stock.

Alteration of Capital

45. The Company may from time to time by special resolution increase the share capital by such sum to be divided into shares of such amount as the resolution shall prescribe.

46. The Company in General Meeting may previous to the issue of any new shares determine that the same or any of them shall be offered in the first instance and either at par or at a premium to all the then existing members or to the holders of any particular class of shares in proportion to the number of their respective shares or make any other provisions as to the issue and allotment thereof but in default of any such determination or so far as the same shall not extend the new shares may be dealt with as if they formed part of the shares in the original capital.

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47. The new shares shall be subject to the same provisions with reference to the payment of calls lien transfer transmission forfeiture and otherwise as the shares in the original share capital.

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48. The Company by special resolution may:-

(a) Consolidate and divide all or any of its share capital into shares of larger amount than its existing shares.

(b) Subdivide its existing shares or any of them into shares of smaller amount than is fixed by the Memorandum of Association subject nevertheless to the provisions of paragraph (d) of sub-section one of Section one hundred and fifty-three of the Act.

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(c) Cancel any shares which at the date of the passing of the resolution have not been

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taken or agreed to be taken by any person.

49. The Company may by special resolution reduce its share capital and any capital redemption reserve fund in any manner and with and subject to any incident authorised and consent required by law.

General Meetings

50. A General Meeting shall be held once in every calendar year at such time (not being more than fifteen months after the holding of the last preceding General Meeting) and place as may be prescribed by the Company in General Meeting and if no time or place is prescribed at such time and place as may be determined by the Directors.

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51. The abovementioned General Meetings shall be called Ordinary General Meetings; all other General Meetings shall be called Extraordinary General Meetings.

52. The Directors may whenever they think fit convene an Extraordinary General Meeting and Extraordinary General Meetings shall be also convened on such requisition or in default may be convened by such requisitionists as provided by section ninety-four of the Act. If at any time there are not within the State sufficient Directors capable of acting to form a quorum any Director or any two members of the Company may convene an Extraordinary General Meeting in the same manner as nearly as possible as that in which meetings may be convened by the Directors.

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Notice of General Meetings

53. Subject to the provisions of sub-section two of Section ninety-seven of the Act relating to special resolutions seven days' notice at the least (exclusive of the day on which the notice is served or deemed to be served but inclusive of the day for which the notice is given) specifying the place the day and the hour of meeting and in case of special business the general nature of that business shall be given in manner hereinafter mentioned or in such other manner if any as may be prescribed by the Company in General Meeting to such persons as are under the Articles of the Company entitled to receive such notices from the Company; but with the consent in writing of all the members entitled to receive notice of some particular meeting that meeting may be convened by such shorter notice and in such manner as those members may think fit.

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54. The accidental omission to give notice of a meeting to or the non-receipt of notice of a meeting by any members shall not invalidate the proceedings at any meeting.

Proceedings at General Meetings

55. All business shall be deemed special that is transacted at an Extraordinary General Meeting and all that is transacted at an Ordinary General Meeting with the exception of sanctioning a dividend the consideration of the accounts balance sheets and the report of the Directors and Auditors prescribed by the Act the election of Directors and other officers in the place of those retiring by rotation and the fixing of the remuneration of the Auditors. 10

56. No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the meeting proceeds to business; save as herein otherwise provided two members personally present shall be a quorum.

57. If within fifteen minutes from the time appointed for the meeting a quorum is not present the meeting if convened upon the requisition of members shall be dissolved; in any other case it shall stand adjourned to the same day in the next week at the same time and place and if at the adjourned meeting a quorum is not present within fifteen minutes from the time appointed for the meeting the members present shall be a quorum. 20

58. The Chairman if any of the Board of Directors shall preside as Chairman at every General Meeting of the Company. 30

59. If there is no such Chairman or if at any meeting he is not present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act as Chairman the members present shall choose some other Director or if there be no other Director present and willing to act some one of their number to be Chairman.

60. The Chairman may with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the 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. 40

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61. At any General Meeting a resolution put to the vote of the meeting shall be decided on the voices or on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by at least three members present in person or by proxy entitled to vote or by one member or two members so present and entitled if that member or those two members together hold not less than fifteen per cent. of the paid-up capital of the Company and unless a poll is so demanded a declaration by the Chairman that a resolution has on the voices or on a show of hands been carried unanimously or by a particular majority or lost or not carried by a particular majority and an entry to that effect in the book of proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution. 10

62. If a poll is duly demanded it shall be taken in such manner and either at once or after an interval or adjournment as the Chairman directs and unless the meeting is adjourned the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. 20

63. In the case of an equality of votes whether on a show of hands or on a poll the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall not be entitled to a second or casting vote. 30

64. A poll demanded on the election of a Chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the Chairman of the meeting directs.

65. A resolution in writing signed by all members shall be as valid and effectual as if it had been passed at a meeting of members duly called and constituted. Members entitled to vote may sign separate copies of the resolution circulated for that purpose. 40

Votes of Members

66. On a show of hands every member present in person or by a representative appointed pursuant to section ninety-six of the Act shall have one vote. On a poll every member shall have one vote for each share or each ten pounds of stock of which he is the holder.

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67. In the case of joint holders the vote of the senior who tenders a vote whether in person or by proxy shall be accepted to the exclusion of the votes of the other joint holders; and for this purpose seniority shall be determined by the order in which the names stand in the register of members.

68. A member of unsound mind or in respect of whom an order has been made by any Court having jurisdiction in lunacy or an insane patient within the meaning of the Lunacy Act of 1898 may vote whether on a show of hands or on a poll by his committee or by some other person in the nature of a committee or appointed by that Court or by the manager of his estate or by the Master in Lunacy as the case may be and any such committee manager or other person or Master may on a poll vote by proxy.

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69. No member shall be entitled to vote at any General Meeting unless all calls or other sums presently payable by him in respect of shares in the Company have been paid.

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

71. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing or if the appointor is a corporation either under seal or under the hand of an officer or attorney duly authorised. A proxy need not be a member of the Company.

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

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73. An instrument appointing a proxy may be in the following form or any other form which the Directors shall approve:-

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in the \_\_\_\_\_ of \_\_\_\_\_  
being a member of \_\_\_\_\_ Pty. Limited  
hereby appoint \_\_\_\_\_  
of \_\_\_\_\_  
as my proxy to vote for me and on my behalf  
at the (Ordinary or Extraordinary as the  
case may be) General Meeting of the Company  
to be held on the \_\_\_\_\_ day of \_\_\_\_\_  
and at any adjournment thereof.

Signed this \_\_\_\_\_ day of \_\_\_\_\_

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74. The instrument appointing a proxy may appoint several persons in the alternative and shall be deemed to confer authority to demand or join in demanding a poll.

Corporations Acting by Representatives  
at Meetings

75. Any corporation which is a member of the Company may by resolution of its Directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company or any class of members of the Company and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual member of the Company.

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Directors

76. Until otherwise determined by Ordinary Resolution of the Company the number of Directors shall not be less than two nor more than seven in number. A Director need not be a member of the Company.

77. The first Directors shall be appointed by the subscribers hereto by an instrument in writing under their hands and such Directors when appointed shall hold office until vacated under Clause 85 hereof.

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78. A Director may appoint any co-Director or other person to act as his proxy at meetings of the Directors and to sign resolutions under Article 101 hereof and such appointments must be made in writing under the hand of the appointor and may at any time be revoked in like manner and may be for such purposes and with such powers authorities and discretions as are vested in or exercisable by any such

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Director under these Articles and may be general or for a special period or for specified meetings or for specified resolutions and notice of every such appointment or revocation must be given to the Company and the appointee need not be a Director or member of the Company but he must furnish the Company with his address.

79. The remuneration of the Directors shall be fixed by the Directors and such remuneration shall be divided among them in such proportion and manner as the Directors may determine and in default of such determination within the year equally. A Director shall be repaid out of the funds of the Company any hotel travelling or other expenses properly and necessarily incurred by him in attending the meetings of the Directors or members or otherwise on the affairs or in connection with the business of the Company.

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Powers and Duties of Directors

80. The business of the Company shall be managed by the Directors who may pay all expenses incurred in getting up and registering the Company and may exercise all such powers of the Company as are not by the Act or by these Articles required to be exercised by the Company in General Meeting subject nevertheless to any regulation of these Articles to the provisions of the Act and to such regulations (being not inconsistent with the aforesaid regulations or provisions) as may be prescribed by the Company in General Meeting but no regulation made by the Company in General Meeting shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made.

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81. The Directors may from time to time appoint one or more of their body to the office of Managing Director or Manager for such term and at such remuneration (whether by way of salary or commission or participation in profits or partly in one way and partly in another) as they may think fit and a Director so appointed shall not while holding that office be subject to retirement by rotation or taken into account in determining the rotation or retirement of Directors; but his appointment shall be subject to determination ipso facto if he ceases from any cause to be a Director or if the Company in General Meeting resolve that his tenure of the office of Managing Director or Manager be determined.

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82. The following provisions shall have effect:-

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(1) The Directors may from time to time provide for the management and transaction of the affairs of the Company in any specified locality in such manner as they shall think fit and the provisions contained in the six next following paragraphs shall be without prejudice to the general powers conferred by this paragraph.

(2) The Directors may from time to time and at any time establish any local boards or agencies for managing any of the affairs of the Company in any such specified locality and may appoint any persons to be members of such local board or any managers or agents and may fix their remuneration. 10

(3) The Directors may from time to time and at any time delegate to any person so appointed any of the powers authorities and discretions for the time being vested in the Directors other than the power of making calls and may authorise the members for the time being of such local board or any of them to fill up any vacancies therein and to act notwithstanding vacancies and any such appointment or delegation may be made on such terms and subject to such conditions as the Directors may think fit and the Directors may at any time remove any person so appointed and may annul or vary any such delegation. 20

(4) The Directors may at any time and from time to time by power of attorney under the Company's seal appoint any person or persons to be the attorney or attorneys of the Company for such purposes and with such powers authorities and discretions (not exceeding those vested in or exercisable by the Directors under these presents) and for such period and subject to such conditions as the Directors may from time to time think fit and any such appointment may (if the Directors think fit) be made in favour of the members or any of the members of any local board established as aforesaid or in favour of any company or of the members directors nominees or managers of any company or firm or in favour of any fluctuating body of persons whether nominated directly or indirectly by the Directors and any such power of attorney may contain such provisions for the protection or convenience of persons dealing with such attorney or attorneys as the Directors may think fit. 30  
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(5) Any such delegates or attorneys as aforesaid may be authorised by the Directors to sub-delegate all or any of the powers authorities and discretions for the time being vested in them.

(6) The Company may cause to be kept in any part of Her Majesty's Dominions outside the State of New South Wales in which it transacts business a branch register of members and the Directors may from time to time make such provisions as they think fit respecting the keeping of any such branch register and the transfer of shares from the principal register to a branch register or vice versa or from a branch register to another branch register.

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(7) The Directors may comply with the requirements of any local law which in their opinion it shall in the interests of the Company be necessary or expedient to comply with.

83. The Directors shall cause minutes to be made in books provided for the purpose:-

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- (a) of all appointments of officers made by the Directors.
- (b) of the names of the Directors present at each meeting of the Directors and of any committee of the Directors.
- (c) of all resolutions and proceedings at all meetings of the Company and of the Directors and of committees of Directors.

The Seal

84. The seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board of Directors and in the presence of a Director and of the Secretary or such other person as the Directors may appoint for the purpose and that Director and the Secretary or other person as aforesaid shall sign every instrument to which the seal of the Company is so affixed in their presence.

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Disqualification of Directors

85. The office of a Director shall, ipso facto, be vacated if the Director:-

- (a) Becomes bankrupt; or
- (b) Becomes prohibited from being a Director by reason of any order made under Section two hundred and fifty-five or Section three hundred and seven of the Act; or
- (c) Becomes an insane patient or an insane or incapable person within the meaning of the Lunacy Act 1898; or
- (d) Resigns his office by notice in writing to the Company.

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86. No Director shall be disqualified by his office from contracting with the Company either as vendor purchaser or otherwise nor shall any such contract or any contract or arrangement entered into by or on behalf of the Company in which any Director shall be in any way interested be avoided nor shall any Director be liable to account to the Company for any profit arising from any such office or place of profit or realised by any such contract or arrangement by reason only of such Director holding that office or of the fiduciary relations thereby established but it is declared that the nature of his interest must be disclosed by him at the meeting of the Directors at which the contract or arrangement is determined on if his interest then exists or in any other case at the first meeting of the Directors after the acquisition of his interest. A Director may as a Director vote in respect of any contract or arrangement in which he is so interested as aforesaid. A general notice that a Director is a member of or otherwise interested in any specified firm or company and is to be regarded as interested in all transactions with that firm or company shall be a sufficient disclosure under this clause as regards such Director and the said transactions and after such general notice it shall not be necessary for such Director to give a special notice relating to any particular transaction with that firm or company. So long as the provisions of this Article have been observed by any Director with regard to any contract or arrangement entered into by or on behalf of the Company with any such Director or with any firm or company in which

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any Director shall be in any way interested then the fact that one or more of such Directors affixes the Company's seal to the document evidencing such contract or arrangement shall not in any way affect the validity of the said document.

87. A Director may hold any other office or place of profit in the Company in conjunction with his directorship except that of Auditor and may be appointed thereto upon such terms as to remuneration tenure of office and otherwise as may be arranged by the Directors. 10

88. If any Director being willing shall be called upon to perform extra services for the purposes of the Company the Company shall remunerate such Director by a fixed sum or percentage of profits or otherwise as may be determined by the Directors and such remuneration may be either in addition to or in substitution for his remuneration above provided.

89. If any Director shall in the course of his duties as such expend any moneys on behalf of the Company he shall be entitled to recover from the Company any moneys so expended. 20

90. Any casual vacancy occurring in the Board of Directors may be filled up by the unanimous resolution of the Directors or by a sole remaining Director or by an extraordinary resolution of the Company and the Directors shall have power at any time to appoint by a unanimous resolution a person as an additional Director and to define, limit and restrict his powers and to determine his remuneration. Any person so appointed by the Directors or the sole remaining Director or by the Company shall hold office until his office shall be vacated under Clause 85 hereof or the other Directors shall unanimously resolve in writing or the Company by extraordinary resolution declare, that his office shall be vacated. 30

Proceedings of Directors

91. The Directors may meet together for the despatch of business adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. A Director may and the Secretary on the requisition of a Director shall at any time summon a meeting of the Directors. 40

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92. The quorum necessary for the transaction of the business of Directors may be fixed by the Directors.

93. The continuing Directors may act notwithstanding any vacancy in their body but if and so long as their number is reduced below the number fixed by or pursuant to the Articles of the Company as the necessary quorum of Directors the continuing Directors may act for the purpose of increasing the number of Directors to that number or of summoning a General Meeting of the Company to fill the vacancy.

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94. The Directors shall choose one of their number to act as Chairman of Directors at all meetings of Directors. Such Chairman shall not be entitled to a second or casting vote.

95. Such person or persons as the Directors shall from time to time determine shall be entitled to sign on the Company's behalf bills notes receipts acceptances endorsements cheques releases contracts and documents.

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96. The Directors may delegate any of their powers to committees consisting of such member or members of their body as they think fit. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Directors.

97. A Committee may elect a Chairman of its meetings. If no such Chairman is elected or if at any meeting the Chairman is not present within five minutes after the time appointed for the holding of the same the members present may choose one of their number to be a Chairman of the meeting.

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98. A committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present and in cases of an equality of votes the Chairman shall have a second or casting vote.

99. A meeting of the Directors for the time being at which a quorum is present shall be competent to exercise all or any of the authorities powers or discretions by or under these Articles or the regulations of the Company for the time being vested in or exercisable by the Directors generally.

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100. All acts done by any meeting of the Directors or of a committee of Directors or any other person acting as a Director shall notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid or that they or any of them were disqualified be as valid as if every such person had been duly appointed and was qualified to be a Director.

101. A resolution signed by all the Directors entitled to notice of a meeting of Directors shall be as valid and effectual as if it had been passed at a meeting of Directors duly called and constituted. Directors entitled to vote may sign separate copies of the resolution circulated for that purpose.

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Dividends and Reserve

102. The Company in General Meeting may declare dividends but no dividends shall exceed the amount recommended by the Directors.

103. The Directors may from time to time pay to the members such interim dividends as appear to the Directors to be justified by the profits of the Company.

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104. No dividend shall be paid otherwise than out of profits.

105. Subject to the rights of persons if any entitled to shares with special rights as to dividends all dividends shall be declared and paid according to amounts paid on the shares but if and so long as nothing is paid up on any of the shares in the Company dividends may be declared and paid according to the amounts of the shares. No amount paid on a share in advance of calls shall while carrying interest be treated for the purposes of this Article as paid on the share.

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106. The Directors may before recommending any dividend set aside out of the profits of the Company such sums as they think proper as a reserve or reserves which shall at the discretion of the Directors be applicable for meeting contingencies or for equalising dividends or for any other purpose to which the profits of the Company may be properly applied and pending such application may at the like discretion either be employed in the business of the Company or be invested in such investments

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(other than shares of the Company) as the Directors may from time to time think fit.

107. If several persons are registered as joint holders of any share any one of them may give effectual receipts for any dividend or other moneys payable on or in respect of the share.

108. Any dividend may be paid by cheque or warrant sent through the post to the registered address of the member or person entitled thereto or in the case of joint holders to any one of such joint holders at his registered address or to such person and such address as the member or person entitled or such joint holders as the case may be may direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent or to the order of such other person as the member or person entitled or such joint holders as the case may be may direct. 10

109. No dividend shall bear interest against the Company. 20

110. Any General Meeting declaring a dividend may resolve that such dividend be paid wholly or in part by the distribution of specific assets and in particular of paid-up shares debentures or debenture stock of the Company or paid-up shares debentures or debenture stock of any other company or in any one or more of such ways; any General Meeting may resolve that any moneys investments or other assets forming part of the undivided profits of the Company standing to the credit of the reserve fund or in the hands of the Company and available for dividend be capitalised and distributed amongst the shareholders in accordance with their rights and on the footing that they become entitled thereto as capital and that all or any part of such capitalised fund be applied on behalf of the shareholders in paying up in full any unissued shares of the Company and that such unissued shares so fully paid be distributed accordingly amongst the shareholders in the proportion in which they are entitled to receive dividends and shall be accepted by them in full satisfaction of their interest in the said capitalised sum. For the purpose of giving effect to any resolution under this Article the Directors may settle any difficulty which may arise in regard to the distribution as they think expedient and may fix the value for distribution of any specific assets and may determine that cash payments shall be made to any members upon the footing of the value so fixed or that fractions of less value than £1 may be disregarded 30 40 50

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in order to adjust the rights of all parties and may vest any such cash or specific assets in trustees upon such trusts for the persons entitled to the dividend or capitalised fund as may seem expedient to the Directors. Where requisite a proper contract shall be filed in accordance with the Companies Act and the Directors may appoint any person to sign such contract on behalf of the persons entitled to the dividend or capitalised fund and such appointment shall be effective.

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#### Accounts

111. The Directors shall cause proper accounts to be kept with respect to the affairs of the Company.

112. The accounts shall be kept at the registered office of the Company or at such other place or places as the Directors think fit and shall always be open to the inspection of the Directors.

113. The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of members not being Directors and no member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorised by the Directors or by the Company in General Meeting.

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114. The Directors shall from time to time in accordance with section one hundred and three of the Act cause to be prepared and to be laid before the Company in General Meeting such profit and loss accounts balance sheets and reports as are referred to in that section.

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#### Audit

115. Auditors shall be appointed and their duties regulated in accordance with sections one hundred and thirteen, one hundred and fourteen and one hundred and fifteen of the Act.

#### Notices

116. A notice may be given by the Company to any member either personally or by sending it by post to him to his registered address or (if he has no registered address within the State) to the address if

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any within the State supplied by him to the Company for the giving of notices to him. Where a notice is sent by post service of the notice shall be deemed to be effected by properly addressing pre-paying and posting a letter containing the notice and to have been effected in the case of a notice of a meeting at the expiration of twenty-four hours after the letter containing the same is posted and in any other case at the time at which the letter would be delivered in the ordinary course of post. And a certificate in writing signed by any Manager Secretary or other officer of the Company that the letter containing the notice was so addressed and posted shall be conclusive evidence thereof. 10

117. A notice may be given by the Company to the joint holders of a share by giving the notice to the joint holder named first in the register of members in respect of the share.

118. A notice may be given by the Company to the persons entitled to a share in consequence of the death or bankruptcy of a member by sending it through the post in a prepaid letter addressed to them by name or by the title of representatives of the deceased or trustee of the bankrupt or by any like description at the address if any within the State supplied for the purpose by the persons claiming to be so entitled or (until such an address has been so supplied) by giving the notice in any manner in which the same might have been given if the death or bankruptcy had not occurred. 20 30

119. Notice of every General Meeting shall be given in some manner hereinbefore authorised to:-

- (a) Every member except those members who (having no registered address within the State) have not supplied to the Company an address within the State for the giving of notices to them and also to
- (b) Every person entitled to a share in consequence of the death or bankruptcy of a member who but for his death or bankruptcy would be entitled to receive notice of the meeting. 40

No other persons shall be entitled to receive notice of General Meetings.

#### Winding-Up

120. If the Company shall be wound up and the assets

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available for distribution among the members as such without calling up or treating as called up any uncalled capital shall be insufficient to repay the whole of the paid up capital such assets shall be distributed among the members in proportion to the amounts actually paid up or deemed to be paid up or which in obedience to any calls made before the commencement of the winding up ought to have been paid up at the commencement of the winding up on the shares held by them respectively. And if in a winding up the assets available for distribution among the members without calling up or treating as called up any uncalled capital shall be more than sufficient to repay the whole of the capital paid up at the commencement of the winding up the excess shall be distributed amongst the members in proportion to the capital at the commencement of the winding up paid up or deemed to be paid up or which ought to have been paid up on the shares held by them respectively. But this clause is to be without prejudice to the rights of the holders of shares issued upon special terms and conditions.

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121. If the Company shall be wound up whether voluntarily or otherwise the liquidators may with the sanction of an extraordinary resolution divide among the contributories in specie or kind any part of the assets of the Company and may with the like sanction vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories or any of them as the liquidators with the like sanction shall think fit.

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Indemnity

122. Every Director Manager or officer of the Company or any person (whether an officer of the Company or not) employed by the Company as Auditor shall be indemnified out of the funds of the Company against all liability incurred by him as such Director Manager officer or Auditor in defending any proceedings whether civil or criminal in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 361 of the Companies Act in which relief is granted to him by the Court.

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WE, the several persons whose names and addresses are subscribed being subscribers to the Memorandum of Association hereby agree to the foregoing Articles of Association.

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 of Association of A.E.  
 Westbank Pty. Limited

Names, Addresses and Descriptions of Subscribers	Witness to Signatures
ERNEST BERGE PHILLIPS 2/43 Everton Road, Strathfield. Solicitor.	P.A. DAVIS 18 Clanville Road Roseville. Law Clerk.
GEOFFREY CHARLES DAVIES 14 Spring Street, Sydney. Public Accountant.	P.A. DAVIS

DATED this 29th day of June 1956. 10

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of Association of W.  
Raleigh Pty. Limited

Companies Act, 1936

A Company Limited by Shares.

Memorandum  
and  
Articles of Association

of

W. RALEIGH PTY. LIMITED

Solicitors:-

Herbert Smith & W.B. Phillips,  
35 Pitt Street,  
Sydney.

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Raleigh Pty. Limited

Coat  
of  
Arms                      New South Wales  
One Pound Ten Shillings  
Stamp Duty

NEW SOUTH WALES

CERTIFICATE OF INCORPORATION  
OF COMPANY

No. 594004

Companies Act, 1936  
(Section 28)

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THIS IS TO CERTIFY -

- (1) that W. RALEIGH PTY. LIMITED  
is Incorporated under the Companies Act, 1936.
- (2) that the date of Incorporation of the  
said Company is the Thirty first day of August,  
One thousand nine hundred and fifty six.
- (3) that the said Company is limited by  
shares and is a Proprietary Company.

GIVEN under my hand, at Sydney this Thirty  
first day of August, One thousand nine hundred and  
fifty six.

20

(SGD.)      A. SWANSON  
                    (L.S.)

Deputy Registrar-General

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550. Raleigh Pty. Limited

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Raleigh Pty. Limited

Companies Act, 1936

A Company Limited by Shares.

Memorandum of Association

of

W. RALEIGH PTY. LIMITED

1. The name of the Company is "W. RALEIGH PTY. LIMITED".

2. The objects for which the Company is established are:-

(1) To purchase or otherwise acquire and to sell, exchange, surrender, lease, mortgage, charge, convert, turn to account, dispose of and deal with property and rights of all kinds and in particular mortgages, debentures, produce concessions, options, contracts, patents, annuities, licenses, stocks, shares, bonds, policies, book debts, business concerns and undertakings and claims, privileges and choses in action. 10

(2) To design, invent, manufacture, import, export, buy, sell, hire, let on hire, and deal in factory, works, stores, office, household and domestic equipment, furniture, fittings, appliances and requisites of all kinds; experts and consultants in the design, lay-out, furnishing and equipping of factories, works, stores, offices, houses and other premises, electrical and mechanical engineers, electricians, battery and motor makers, cabinet makers, wood workers, carpenters, upholsterers, dealers in hardware, metal founders and workers, smiths, toolmakers, millwrights, machinists, glass workers, furnishers, builders, warehousemen, carriers, packers, garage proprietors, advertising agents, insurance agents, printers and general merchants, agents, factors and traders, and to manufacture, buy, 20 30

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sell and deal in plant, machinery, tools, apparatus, articles and things of all kinds necessary or useful for carrying on the foregoing businesses or any of them, or likely to be required by customers of or persons having dealings with the Company.

(3) To buy sell manufacture repair alter and exchange let on hire export and deal in all kinds of articles and things which may be required for the purposes of any of the said businesses or commonly supplied or dealt in by persons engaged in any such businesses or which may seem capable of being profitably dealt with in connection with any of the said businesses. 10

(4) To carry on the business of iron founders, mechanical engineers and manufacturers of agricultural implements and other machinery, tool-makers, brass-founders, metal workers, boiler-makers, millwrights, machinists, iron and steel converters, smiths, woodworkers, builders, painters, metallurgists, electrical engineers, water supply engineers, gasmakers, farmers, printers, carriers and merchants, and to buy, sell, manufacture, repair, convert, alter, let on hire and deal in machinery, implements, rolling-stock and hardware of all kinds and to carry on any other business (manufacturing or otherwise) which may seem to the Company capable of being conveniently carried on in connection with the above, or otherwise calculated, directly or indirectly, to enhance the value of any of the Company's property and rights for the time being. 20 30

(5) To negotiate loans manage properties and estates collect and receive rents interest and other moneys and generally to transact and carry on all kinds of agency and commission business.

(6) To buy and sell by wholesale or retail new or second-hand machinery tools iron steel aluminium and other metal goods of all kinds and rubber and plastic goods of any type. 40

(7) To erect and build anywhere in the Commonwealth of Australia factories mills warehouses shops and other buildings necessary or expedient for the purpose of the Company.

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(8) To carry on the business of general merchants and dealers in goods of all kinds and to do all things necessary or incidental thereto.

(9) To manufacture deal in import indent buy and sell goods of all kinds and to do all things necessary or incidental thereto.

(10) To carry on the business of custom and commission agents and to do all things necessary and incidental thereto.

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(11) To engage in and carry on all classes of mercantile business in relation to any article or commodity whatever.

(12) To carry on any other trade or business of a similar nature or any trade or business of any description which may seem to the Directors capable of being conveniently carried on in connection with any of the Company's objects or subsidiary thereto and calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights.

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(13) To undertake and execute any contracts for works involving the supply or use of any article manufactured or dealt with by the Company and to carry out any ancillary or other works comprised in such contracts.

(14) To seek for and secure openings for employment of capital and with a view thereto to carry on all kinds of exploration business and to obtain any options concessions grants decrees rights or privileges whatsoever which may seem to the Directors capable of being turned to account and to work develop carry out exercise and turn to account the same also to purchase or acquire sell exchange deal in and turn to account property and rights of all kinds and in particular lands building agricultural or otherwise buildings concessions patents licences monopolies plantations farms and business concerns and undertakings.

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- (15) To buy sell manufacture refine manipulate import export and deal in all substances apparatus and things capable of being used in any of the said businesses as aforesaid or required by any customers of or persons having any dealings with the Company either by wholesale or retail.
- (16) To acquire manage farm cultivate plant explore work or improve any lands or interest in lands which may belong to the Company and to deal with any products of such lands. 10
- (17) To purchase charter hire build or otherwise acquire steam and other ships or vessels with all equipment and furniture carriages waggons motors motor-tractors aeroplanes engines and other mechanical appliances horses and other beasts of burden and to employ the same respectively in the conveyance of passengers goods wares and merchandise of all kinds or in any other manner which may seem to the Directors directly or indirectly conducive to the interests of the Company and to acquire any postal subsidies. 20
- (18) To acquire by purchase or otherwise or hire buy sell construct erect maintain improve alter adopt reconstruct pull down demolish restore manage work control and superintend or subscribe or contribute towards or otherwise assist or take part in or enter into any contract in relation to the acquisition hiring purchase sale erection construction maintenance improvement alteration adoption reconstruction demolition management working control and superintendence of any mills or treatment plant railways tramways roads bridges reservoirs dams waterworks watercourses canals aqueducts wharves piers docks slips furnaces kilns sawmills buildings offices workshops stores warehouses factories engineering mining electrical gas and all other works and all plant machinery gear and conveniences which to the Directors may seem calculated directly or indirectly to advance the interests of the Company or necessary or convenient for any of the businesses of the Company. 30 40
- (19) To buy sell let hire manufacture import export prepare for market repair alter exchange and deal in all kinds of articles materials and things which may be required for the purposes of any of the said businesses or manufactures 50



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or commonly supplied by or dealt in by persons engaged in such businesses or which may seem capable of being profitably dealt with in connection with any of the said businesses or manufactures or likely to be required by customers thereof.

(20) To purchase or otherwise acquire carry on and undertake all or any part of the business (including the goodwill property goods chattels effects choses-in-action and liabilities) of any person co-partnership or company carrying on any business of a like nature to any business which this Company is authorised to carry on or possessed of property suitable for any of the purposes of this Company and to conduct carry on liquidate and wind up or otherwise deal with any such business. 10

(21) To purchase or otherwise acquire carry on manage finance or otherwise be interested in any business whether manufacturing or otherwise which may seem to the Directors hereof capable of being conveniently carried on or financed to the advantage direct or indirect of this Company. 20

(22) To purchase take on lease or on sub-lease or on option of purchase or lease or sublease or in exchange hire tribute or otherwise acquire upon such terms and conditions as the Directors may think fit and for any consideration and in particular for shares fully paid up or partly paid up or otherwise howsoever any real or personal property or any chattels real or any rights licenses or privileges and in particular any freehold or leasehold lands buildings easements machinery plant and stock-in-trade. 30

(23) To pay either wholly or partly in cash debentures shares or otherwise as may be deemed expedient for any business or property acquired by the Company or services rendered or to be rendered to the Company. 40

(24) To design register purchase apply for or otherwise acquire either wholly or partially any invention trade or other mark patents patent rights and privileges letters of registration processes licenses concessions and the

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like conferring any exclusive or non-exclusive or limited right to use any mark device brand secret process or invention which may seem capable of being used for any of the purposes of this Company or the acquisition of which may seem calculated directly or indirectly to benefit this Company and to sell dispose of use exercise and develop the same or grant licenses or privileges in respect thereof.

(25) To let on lease or on hire and either for rent or on royalties tribute share of profits or other consideration the whole or any part of the real and personal property of the Company on such terms and for such periods as the Directors shall determine. 10

(26) To sell exchange place under offer dispose of or otherwise deal with all or any of the businesses undertakings rights assets goodwill patents buildings machinery plant debentures or shares the property for the time being of the Company whether freehold leasehold or otherwise and whether real or personal for such consideration as the Directors shall think fit and in particular for cash or on credit or for fully or partly paid-up shares stock debentures or securities in any other company having objects altogether or in part similar to those of this Company or partly for cash or on credit and partly for such shares debentures or securities or on terms of sharing in the profits of such other company or in consideration of a royalty or on such other terms as may be determined. 20 30

(27) To sell and absolutely dispose of the whole of the undertaking property assets and goodwill of the Company to any other person or persons or company with a view of winding up or dissolving the Company and distributing the assets amongst the shareholders.

(28) To distribute among the members in specie any property or any proceeds of sale or disposal of any property of the Company or any part thereof and for such purpose to distinguish and separate capital from profits but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law. 40

(29) To borrow or raise money in such manner

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and on such terms as the Directors shall think fit and in particular by the issue of debentures or debenture stock whether perpetual or otherwise or upon bonds or mortgages charged or not charged upon the whole or any part of the undertaking property assets and rights of the Company both present and future including its uncalled capital or upon bills of exchange bills of sale promissory notes or other obligations and to purchase redeem or pay off any such securities. 10

(30) To draw make accept endorse execute discount and issue promissory notes bills of exchange bills of lading warrants debentures and other negotiable or transferable securities or instruments in connection with the said business or businesses or the independent transaction of financial business or operations.

(31) To sell improve manage develop exchange lease mortgage dispose of turn to account or otherwise deal with all or any part of the property or rights of the Company. 20

(32) To insure against damage either by fire or at sea or otherwise any insurable property of the Company and to insure any servant of the Company against risk accident or fidelity in the course of their employment by the Company and to effect insurances for the purpose of indemnifying the Company in respect of claims by reason of any such risk accident or fidelity and to pay premiums on such insurances. 30

(33) To amalgamate or enter into partnership or into any arrangement for sharing profits union of interest co-operation joint adventure reciprocal concession or otherwise with any person or persons or any company carrying on or engaged in or about to carry on or engage in any business or transaction altogether or in part similar to that carried on by this Company or which this Company is authorised to carry on or engage in or any business or transaction capable of being conducted so as to directly or indirectly benefit this Company and for such purpose to take or otherwise acquire and hold stock or shares in or the securities of any such companies or in any other company with which this Company transacts business and to subsidise or otherwise assist any such person or persons or company and to sell hold re-issue with or without guarantee or 40 50

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otherwise deal with such shares stock or securities.

(34) To promote or form register incorporate subsidise or assist any other company or companies syndicates and partnerships of all kinds for any lawful purpose or purposes whatsoever.

(35) To acquire by subscription purchase issue or otherwise and to accept and take hold place or sell and deal with the stocks shares bonds debentures and other securities of any other company syndicate association or body of persons now existing or hereafter to exist or be formed for any lawful purpose whatsoever and to give any guarantee or security in relation thereto or otherwise in connection with any stocks shares bonds debentures or securities.

10

(36) To take part in the management supervision or control of the business or operations of any company or undertaking and for that purpose to appoint and remunerate any directors accountants or other experts or agents.

20

(37) To employ and pay experts agents and other persons to investigate and examine into the conditions prospects value character and circumstances of any business concerns and undertakings and generally of any assets property and rights and to organise equip and despatch expeditions for prospecting, exploring, reporting on, surveying, acquiring, developing and working mines lands farms districts territories and properties of every description.

30

(38) To pay all or any of the costs charges and expenses preliminary and incidental to the formation establishment and registration of the Company and any company to be promoted as herein provided or to contract with any person or company to pay the same and to remunerate by commission brokerage or otherwise any person or company (whether standing in a fiduciary position towards the Company or not) for services rendered or to be rendered for underwriting placing selling or guaranteeing the subscription of any shares stock debentures or other securities of the Company or of any company to be promoted as aforesaid.

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(39) To invest and deal with the moneys of the Company not immediately required upon such securities and investments including Government loans shares in or securities of other companies or deposits (for a period or at call) with any bank company firm or person at interest and to vary from time to time such investments and generally in such manner as may from time to time be determined by the Directors.

10

(40) To lend money to such persons firms or companies and on such terms as the Directors may think fit and to guarantee the performance of any contracts leases mortgages or agreements by any person firm or company having dealings with the Company or not and generally to undertake any financial business or operations which may seem expedient with or without security and to take mortgages bills of sale and all other instruments securities deeds and documents which the Directors shall think fit to accept.

20

(41) To lend money on the security of any description of property real or personal including stocks shares and other choses-in-action or on mortgages bonds or other obligations or on any kind of personal security or without taking security and to vary sell or otherwise dispose of all investments.

(42) Subject to any prohibition contained in the Articles of Association of the Company to receive money on deposit from any person firm or company for such period or periods and upon such terms and conditions as the Directors may think fit.

30

(43) To accept or take any security for any debt or liability to this Company or any property real or personal in or toward payment or satisfaction of any such debt or liability.

(44) To adopt such means of making known any business of the Company as may seem to the Directors expedient and in particular by advertising in the press by radio by circular by purchase and exhibition of works of art or interest by publication of books or periodicals and by granting prizes rewards and donations.

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(45) To carry on the business of importers and dealers in pharmaceutical, medicinal, chemical, industrial and other preparations and articles and providers of medical surgical hospital services and facilities of all kinds.

(46) To give any shareholder servant or employee of the Company any share or interest in the profits of the Company's business or any branch thereof and for that purpose to enter into any arrangements the Directors of the Company may think fit. 10

(47) To provide for the welfare of persons in the employment of the Company or formerly engaged in any business acquired by the Company and the wives widows and families of any such persons by grants of money pensions or other payments and by providing or subscribing towards places of instruction and recreation and hospitals dispensaries medical and other attendances and other assistance as the Directors shall think fit and to form subscribe to or otherwise aid benevolent religious scientific national or other institutions or objects which shall have any moral or other claims to support or aid by the Company by reason of the locality of its operations or otherwise. 20

(48) To make donations to such persons and in such cases and either of cash or other assets as the Directors may think directly or indirectly conducive to any of the Company's objects or otherwise expedient and to subscribe to or guarantee money for any charitable useful or benevolent objects or for any public general or other object or which will in the opinion of the Directors tend to increase its repute or popularity among its employees customers or the public and to establish or support or aid in the establishment or support of associations institutions conveniences funds and trusts calculated to benefit any of the employees or ex-employees of the Company or its predecessors in business or the dependants or connections of any of such persons and to grant pensions and allowances and to make payments towards insurance and apply the money of the Company in any way in or towards the establishment maintenance or extension of any association institution or fund for protection of the interests of masters owners and employers against loss by bad debts strikes workmen's 30 40 50

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combinations fire accidents or otherwise or for insuring or re-insuring with any company firm or person any risks guarantees or obligations undertaken by the Company or to which it may be subject.

(49) To obtain in the Commonwealth of Australia or in the United Kingdom of Great Britain and Northern Ireland or elsewhere any Act of Parliament or Government Authority for enabling the Company to carry any of its objects into effect or for effecting any modification of the Company's constitution or for any other purpose which may seem expedient and to oppose any proceedings directly or indirectly to prejudice the interests of the Company. 10

(50) To enter into any arrangement with any Government or Authorities supreme or municipal local or otherwise or any company in any part of the world and to obtain from any such Government Authority or company or otherwise acquire any concessions rights or privileges for any objects or purposes whatsoever which the Directors may think capable of being profitably dealt with or desirable to obtain. And to carry into effect work exercise or otherwise turn to account deal with and dispose of any such concessions rights or privileges. 20

(51) To join or become a member of any association company or society formed or to be formed for the protection or advancement of the interest of employers or capitalists or others engaged in any trade or business and to subscribe to or subsidise any such association company or society. 30

(52) To act as agents or brokers or as trustees for any person firm or company and to undertake and perform sub-contract and also to act in any of the businesses of the Company through or by means of agents brokers sub-contractors or otherwise. 40

(53) To do all or any of the above things in any part or parts of the Commonwealth of Australia or in New Zealand or in the United Kingdom of Great Britain and Northern Ireland or elsewhere as principals attorneys agents contractors trustees or otherwise and by or through or by means of attorneys agents contractors or trustees or the agency of others

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and either alone or in conjunction with another  
or others.

(54) To procure the Company to be recognised  
in the United Kingdom of Great Britain and  
Northern Ireland or in any State of the Com-  
monwealth of Australia or in New Zealand or  
elsewhere and to do all things necessary or  
expedient for compliance with the laws and  
regulations of the Imperial or any colonial  
or foreign government or local authority in  
places where the Directors may be desirous  
of transacting its business. 10

(55) To appoint from time to time either  
with full or restricted powers of sub-delegat-  
ion and either with or without remuneration  
agents attorneys local or managing direct-  
ors or other persons or corporations under  
power of attorney or otherwise within or out-  
side the State of New South Wales for the  
purpose of carrying out and completing all or  
any of the objects of the Company as mentioned  
in this Memorandum of Association and of ar-  
ranging conducting or managing the business  
or businesses of the Company or any matter or  
concern whatsoever in which the Company is  
now or may from time to time be or become or  
be about to become interested or concerned  
with the same or more limited powers than the  
Directors of the Company have and to delegate  
such powers of appointment to any person  
or persons company or corporation and from  
time to time to revoke and cancel all or any  
such appointments or delegations and to remove  
any person or corporation appointed there-  
under. 20 30

(56) To transfer or otherwise cause to be  
vested in any company person or persons to  
be held in trust for the Company or on such  
trusts for working developing or disposing  
of the same as may be considered expedient  
any property or business which the Company is  
authorised to acquire or carry on. 40

(57) To do all such other acts matters and  
things as are or may appear to the Directors  
to be incidental or conducive to the attain-  
ment of the above objects or any of them or  
any objects of a like or similar nature.

AND IT IS HEREBY DECLARED that the word "Company"



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in this Clause when not applied to this Company shall be deemed to include any partnership or other body of persons whether incorporated or not incorporated and whether domiciled in New South Wales or elsewhere and whether existing or hereafter to be formed and the intention is that each object specified in each paragraph of this Clause shall unless otherwise therein provided be regarded as an independent object and shall be in no wise limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company and shall be capable of being pursued as an independent object and either alone or in conjunction with any one or more of the objects specified in the same or in any other paragraph or paragraphs.

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3. The liability of the members is limited.

4. The share capital of the Company is Twenty-five thousand pounds (£25,000) divided into Twenty-five thousand (25,000) shares of One pound (£1) each.

20

5. Any of the shares in the original capital for the time being unissued and any new shares from time to time to be created may from time to time be issued with any such right of preference whether in respect of dividend or of repayment of capital or both or any such other special privilege or advantage over any shares previously issued or then about to be issued or with such deferred rights as compared with any other shares previously issued or then about to be issued and with any special or restricted rights or without any right of voting and generally on such terms and subject to such conditions and provisions as may from time to time be determined in accordance with the Articles of Association for the time being in force.

30

6. The Registered Office of the Company will be situate at Sydney in the State of New South Wales or at such other place in the said State as the Directors may from time to time determine.

7. (a) William Berge Phillips shall be Governing Director and shall hold office until he dies or resigns therefrom. The said William Berge Phillips shall not be liable to retire annually from office.

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(b) The Governing Director for the time being

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shall have all the powers of the Board of Directors and may exercise such powers to the exclusion of and in substitution for all or any of the powers of the Directors and as to any matters on which there is a difference of opinion between the Governing Director for the time being and the other Directors the decision of the Governing Director shall be final and conclusive.

(c) A resolution in writing under the hand of the Governing Director for the time being shall be as valid and binding on the Company as a resolution passed by the Board of Directors. 10

(d) The Governing Director for the time being shall have the power to appoint by document in writing under his hand his successor, and further shall be empowered to nominate the time from which any such appointment so made shall be operative. 20

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

Names, Addresses and Descriptions of Subscribers.	No. of Shares taken by each Subscriber.	Witness to Signatures
Ernest Berge Phillips 2/43 Everton Road, Strathfield. Solicitor.	One Ordinary	P.A. Davis 30 18 Clanville Road Roseville. Law Clerk.
William Berge Phillips, 16 Mandalong Road, Mosman. Solicitor.	One Ordinary	P.A. Davis

DATED this 29th day of August, 1956.

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Companies Act, 1936

A Company Limited by Shares

Articles of Association

of

W. RALEIGH PTY. LIMITED

Preliminary

1. The regulations contained in Table "A" in the Second Schedule to the Companies Act 1936 shall not apply to this Company except in so far as the same are repeated or contained in these Articles.

Interpretation

2. In these presents unless there be something in the subject or context inconsistent therewith the following words and expressions shall have the several meanings hereby assigned to them that is to say:-

10

"Special Resolution" and "Extraordinary Resolution" shall have the meaning assigned thereto respectively by Section 97 of the Act.

Words importing the singular number only shall include the plural number and words importing the plural number only shall include the singular number.

20

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

Words importing persons shall include companies corporations and public bodies.

"The Company" or "this Company" shall mean the abovementioned Company.

"Articles" shall mean these Articles of Association.

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"Member" shall mean a registered holder of any share or stock of the Company.

"The Register" shall mean the Register of Members to be kept pursuant to Section 78 (1) of the Companies Act.

"Office" shall mean the Registered Office for the time being of the Company.

"Month" shall mean calendar month.

"Directors" shall mean the Directors for the time being of the Company.

10

"Director" includes any person occupying the position of Director by whatever name called.

"Share" means share in the capital of the Company and includes stock except where a distinction between stock and shares is expressed or implied.

"Seal" shall mean the Common Seal of the Company.

"Writing" shall include printing lithography typewriting and any other mode of representing or reproducing words in a visible form.

20

"Dividend" shall include bonus.

"Paid-up" shall include credited as paid-up.

"The Companies Act" or "the Act" or "the Statutes" means the Companies Act 1936 or any statutory modification amendment or re-enactment thereof for the time being in force.

"Secretary" includes the Assistant or Acting Secretary or any substitute for the time being for the Secretary.

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"The State" means the State of New South  
Wales.

In every case where in these presents general  
expressions are used in connection with  
powers discretions or things such general ex-  
pressions shall not be limited to or controll-  
ed by the particular powers discretions or  
things with which the same are connected.  
And words and expressions denoting authority  
or permission shall be construed as words or  
expressions denoting directions or compulsory  
trusts. Subject as aforesaid any words de-  
fined in the Statutes shall if not inconsis-  
tent with the subject or the context bear the  
same meaning in these presents. 10

3. The Company is to be a Proprietary Company and  
accordingly the following provisions shall have ef-  
fect:-

(a) The right of transfer of shares shall be  
restricted as hereinafter provided. 20

(b) The number of members for the time being of  
the Company (exclusive of persons who are in  
the employment of the Company and of persons  
who having been formerly in the employment of  
the Company were while in that employment and  
have continued after the determination of that  
employment to be members of the Company) is  
not to exceed fifty but where two or more per-  
sons hold one or more shares in the Company  
jointly they shall for the purposes of this  
Clause be treated as a single member. 30

(c) Any invitation to the public to subscribe for  
any shares or debentures of the Company or to  
deposit money with the Company for fixed per-  
iods or payable at call whether bearing or not  
bearing interest is hereby prohibited.

4. The business of the Company shall be commenced  
as soon as convenient after the incorporation thereof.

Capital

5. (1) The capital of the Company is £25,000  
divided into shares as follows:- 40

1,000 Ordinary Shares of £1 each.  
1,500 "A" Class Shares of £1 each.  
1,500 "B" Class Shares of £1 each.

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- 1,500 "C" Class Shares of £1 each.  
1,500 "D" Class Shares of £1 each.  
1,500 "E" Class Shares of £1 each.  
1,500 "F" Class Shares of £1 each.  
1,500 "G" Class Shares of £1 each.  
1,500 "H" Class Shares of £1 each.  
1,500 "I" Class Shares of £1 each.  
1,500 "J" Class Shares of £1 each.  
1,500 "K" Class Shares of £1 each.  
1,500 "L" Class Shares of £1 each. 10
- 2,000 Group 1 Redeemable non-cumulative  
Preference Shares of £1 each entitled to  
a dividend of 5% per annum.  
2,000 Group 2 Redeemable non-cumulative  
Preference Shares of £1 each entitled  
to a dividend of 5% per annum.  
2,000 Group 3 Redeemable non-cumulative  
Preference Shares of £1 each entitled to  
a dividend of 4% per annum.
- (2) The holders of Ordinary and Group 3 4%  
Redeemable non-cumulative Preference Shares 20  
shall be entitled to one vote for each share  
held. The holders of the "A" to "L" Class  
Shares inclusive and Group 1 and Group 2 5%  
Redeemable non-cumulative Preference Shares  
shall not be entitled to vote at any General  
Meeting except as hereinafter provided but  
shall be entitled to notice of and to attend  
General Meetings.
- (3) The "A" to "L" Class Shares inclusive 30  
shall confer the right only to such dividends  
as the Directors may from time to time as  
they think fit determine.
- (4) Without in any way limiting the power of  
the Directors to make such determinations as  
they think fit under the last preceding para-  
graph, the Directors may in making any deter-  
mination attach conditions to any rights there-  
by conferred and in particular may determine  
that -
- (a) Before the declaration of any subsequent 40  
dividend in favour of the holders of any  
particular class or classes of shares  
the holders of any other class or class-  
es shall be entitled to receive a divi-  
dend of a fixed amount or at a certain  
rate, or
- (b) That after the subsequent payment of a  
dividend of a fixed amount or at a cer-  
tain rate to the holders of any class or

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classes of shares the holders of any other class or classes of shares shall be entitled to a dividend of a fixed amount or at a certain rate before any further dividend be declared or paid to the holders of the firstmentioned class or classes of shares.

(5) Any such determination made by the Directors shall be binding upon all members of the Company.

(6) The subsequent declaration and payment of any dividend in accordance with any such determination shall, to the extent thereof, satisfy the rights of the holders of the subject shares resulting from the said determination. 10

(7) The holders of the "A" to "L" Class Shares inclusive shall be entitled to such voting powers and to such dividends and rights on winding up and otherwise as the Directors may at the time of issue of each particular class determine. 20

(8) The following provisions shall apply to the Group 1 and Group 2 Redeemable non-cumulative Preference Shares and to the Group 3 4% redeemable non-cumulative Preference Shares:-

(a) The said shares shall confer the right to a fixed preferential dividend at the rate of Five and Four Pounds per centum per annum respectively according to the type of such shares on the capital for the time being paid up thereon payable as regards each year out of the profits of such year available for dividend but with no right in case of deficiency to resort to the profits of subsequent years and to such additional dividends as the Directors may from time to time determine and the right in a winding up to repayment of capital and in priority to the Ordinary and "A" to "L" Class inclusive shares but not to participate in any surplus assets which may remain after paying off the remainder of the capital unless such right shall have been attached to the said Preference Shares at the time of the issue thereof 30 40

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by the Directors.

- (b) The Company may at any time apply any profits or moneys of the Company which may be lawfully applied for that purpose in the redemption of the preference shares at par together with all arrears of the fixed dividend thereon whether earned or declared earned up to the date of redemption.
- (c) In the event of the Company determining to redeem a part only of the said Preference Shares for the time being outstanding the particular shares to be redeemed shall be selected by the Directors of the Company. 10
- (d) The Company shall whenever it is about to redeem any share give to the holder of such share not less than fourteen days' notice of its intention so to do stating the time and place of redemption and at the expiration of such notice the amount payable on redemption of such share in respect of which such notice shall have been given shall be paid together with the amount of the fixed dividend thereon accumulated up to the date on which the dividend on the Redeemable non-cumulative Preference Shares shall have been paid down to the actual redemption date. At the time and place so fixed each holder shall be bound to surrender to the Company the certificate of his shares to be redeemed and the Company shall pay to him the amount payable in respect of such redemption. In the event of the shareholder not surrendering to the Company the certificate for his shares to be redeemed at the time and place so fixed as aforesaid the dividend on any such share shall cease to accrue as and from the due date for redemption thereof and the holder of such share shall not be entitled to any vote in connection with such share as from the time fixed for such redemption. 20 30 40

Shares

6. The shares shall be under the control of the Directors who may allot or otherwise dispose of



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the same to such persons on such terms and conditions and either at a premium or at par or (subject to the provisions of the Companies Act) at a discount and at such times as the Directors think fit. Subject to the provisions if any in that behalf of the Memorandum of Association and without prejudice to any special rights previously conferred on the holders of existing shares any share may be issued with such preferred deferred or other special rights or such restrictions whether in regard to dividend voting return of share capital or otherwise as the Company may from time to time by ordinary resolution determine and any preference share may with the sanction of a special resolution be issued on the terms that it is or at the option of the Company is liable to be redeemed. 10

7. If at any time the share capital is divided into different classes of shares the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may be varied with the consent in writing of the holders of three-fourths of the issued shares of that class or with the sanction of an extraordinary resolution passed at a separate General Meeting of the holders of the shares of the class. To every such separate General Meeting the provisions of these regulations relating to General Meetings shall mutatis mutandis apply but so that the necessary quorum shall be two persons at least holding or representing by proxy two-thirds of the issued shares of the class and that any holder of shares of the class present in person or by proxy may demand a poll. 20 30

8. Every person whose name is entered as a member in the register of members shall without payment be entitled to a certificate under the seal of the Company specifying the share or shares held by him and the amount paid up thereon provided that in respect of a share or shares held jointly by several persons the Company shall not be bound to issue more than one certificate and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all. 40

9. If a share certificate letter of allotment transfer receipt or any other document of title to shares is lost defaced or destroyed a duplicate thereof may be issued by the Company upon the conditions set out in section one hundred and eighty-two of the Act applicable thereto.

10. No part of the funds of the Company shall

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directly or indirectly be employed in the purchase of or in loans upon the security of the Company's shares but nothing in this regulation shall prohibit transactions mentioned in the proviso to subsection one of section one hundred and forty-eight of the Act.

11. Save as herein otherwise provided the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof and accordingly shall not except as ordered by a Court of competent jurisdiction or as by statute required be bound to recognise any equitable or other claim to or interest in such share on the part of any other person. 10

Lien

12. The Company shall have a lien on every share (not being a fully paid share) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that share and the Company shall also have a lien on all shares standing registered in the name of a sole holder for all moneys presently payable by him or his estate to the Company; but the Directors may at any time declare any share to be wholly or in part exempt from the provisions of this regulation. The Company's lien (if any) on a share shall extend to all dividends payable thereon. 20

13. The Company may sell in such manner as the Directors think fit any shares on which the Company has a lien but no sale shall be made unless some sum in respect of which the lien exists is presently payable nor until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable has been given to the registered holder for the time being of the share or the person entitled thereto by reason of his death or bankruptcy. 30

14. For giving effect to any sale the Directors may authorise some person to transfer the shares sold to the purchaser thereof. The purchaser shall be registered as the holder of the shares comprised in any such transfer and he shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale. 40

15. The proceeds of the sale shall be received  
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by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable and the residue shall (subject to a like lien for sums not presently payable as existed upon the shares prior to the sale) be paid to the person entitled to the shares at the date of the sale.

Calls on Shares

16. The Directors may from time to time make calls upon the members in respect of any moneys unpaid on their shares provided that no call shall exceed one-fourth of the nominal amount of the share or be payable at less than one month from the time when the last preceding call was payable and each member shall (subject to receiving at least fourteen days' notice specifying the time or times of payment) pay to the Company at the time or times so specified the amount called on his share. 10

17. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof. 20

18. If a sum called in respect of a share is not paid before or on the day appointed for payment thereof the person from whom the sum is due shall pay interest upon the sum at the rate of ten pounds per centum per annum or at such lesser rate as the Directors may prescribe from the day appointed for the payment thereof to the time of the actual payment but the Directors shall be at liberty to waive payment of that interest wholly or in part.

19. The provisions of these Articles as to the liability of joint holders and as to payment of interest shall apply in the case of non-payment of any sum which by the terms of issue of a share becomes payable at a fixed time whether on account of the amount of the share or by way of premium as if the same had become payable by virtue of a call duly made and notified. 30

20. The Directors may make arrangements on the issue of shares for a difference between the holders in the amount of calls to be paid and in the times of payment. 40

21. The Directors may if they think fit receive from any member willing to advance the same all



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persons recognised by the Company as having any title to the share. In the case of a share registered in the names of two or more holders the survivors or survivor or the legal personal representatives of the deceased survivor shall be the only persons recognised by the Company as having any title to the share.

26. Any person becoming entitled to a share in consequence of the death or bankruptcy of a member shall upon such evidence being produced as may from time to time be required by the Directors have the right either to be registered as a member in respect of the share or instead of being registered himself to make such transfer of the share as the deceased or bankrupt person could have made, but the Directors shall in either case have the same right to decline or suspend registration as they would have had in the case of a transfer of the share by the deceased or bankrupt person before the death or bankruptcy and Article 24 hereof shall apply thereto. 10

27. A share may be transferred by a member or other person entitled to transfer to the husband wife children or grand-children of the transferor but save as aforesaid no share shall be transferred to a person who is not a member (not being a person selected by the Directors as hereinafter mentioned) so long as any member or any person selected by the Directors as one whom it is desirable in the interests of the Company to admit to membership is willing to purchase the same at the fair value. 20

28. Except where the transfer is made to the husband wife children or grandchildren of the transferor pursuant to the last preceding Article hereof the person proposing to transfer any shares (hereinafter called the proposing transferor) shall give notice in writing (hereinafter called the transfer notice) to the Company that he desires to transfer the same. Such notice to the Company shall specify the sum he fixes as the fair value and shall constitute the Company his agent for the sale of the shares to any member of the Company or person selected as aforesaid at the price so fixed or at the option of the purchaser at the fair value to be fixed by the Auditor or Auditors of the Company provided that the Company shall not without the consent of the proposing transferor be entitled to sell less than the total number of shares specified in such notice. The transfer notice shall not be revocable except with the sanction of the Directors. 40

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29. The shares specified in any transfer notice given to the Company as aforesaid shall be offered by the Company in the first place to the members, other than the proposing transferor as nearly as may be in proportion to the existing shares held by them respectively and the offer shall in each case limit the time within which the same if not accepted will be deemed to be declined, and may notify the members that any member who desires an allotment of shares in excess of his proportion should in his reply state how many excess shares he desires to have; and if all the members do not claim their proportions the unclaimed shares shall be used for satisfying the claims in excess. If any shares shall not be capable without fractions of being offered to the members in proportion to their existing holdings the same shall be offered to the members or some of them in such proportions or in such manner as may be determined by lots to be drawn under the direction of the Directors. 10 20

30. If the Company shall within the space of 60 days after being served with such notice find a member or person selected as aforesaid willing to purchase the share (hereinafter called the purchasing member) and shall give notice thereof to the proposing transferor he shall be bound upon payment of the fair value to transfer the share to the purchasing member.

31. In case any difference arises between the proposing transferor and the purchasing member as to the fair value of the share the Auditor or Auditors of the Company for the time being shall on the application of either party certify in writing the sum which in his or their opinion is the fair value and such sum shall be deemed to be the fair value and in so certifying the Auditor or Auditors of the Company shall be considered to be acting as an expert or experts and not as an arbitrator or arbitrators and accordingly the Arbitration Act 1902 shall not apply and such Auditor's certificate shall be final and conclusive between the parties as to such fair value. 30 40

32. If in any case the proposing transferor after having become bound as aforesaid makes default in transferring the share the Company may receive the purchase money and shall thereupon cause the name of the purchasing member to be entered in the register as the holder of the share and shall hold the purchase money in trust for the proposing transferor. The receipt of the Company for the purchase money shall be a good discharge to the purchasing member and after his name has been entered in the register 50

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in purported exercise of the aforesaid power the validity of the proceedings shall not be questioned by any person.

33. If the Company shall not within the space of 60 days after being served with a transfer notice find a member or person selected as aforesaid willing to purchase the shares and give notice in manner aforesaid the proposing transferor shall at any time within three calendar months afterwards be at liberty subject to this Article to sell and transfer the shares to any person and at any price provided however that he shall not be entitled without the consent of the Company to sell a number of shares less than the number specified in the transfer notice. 10

Forfeiture of Shares

34. If a member fails to pay any call or instalment of a call on the day appointed for payment thereof the Directors may at any time thereafter during such time as any part of such call or instalment remains unpaid serve a notice on him requiring payment of so much of the call or instalment as is unpaid together with any interest which may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment. 20

35. The notice shall name a further day (not earlier than the expiration of fourteen days from the date of the notice) on or before which and the place at which the payment required by the notice is to be made and shall state that in the event of non-payment at or before the time and at the place appointed the shares in respect of which the call was made will be liable to be forfeited. 30

36. If the requirements of any such notice as aforesaid are not complied with any share in respect of which the notice has been given may at any time thereafter before the payment required by the notice has been made be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends declared in respect of forfeited shares and not actually paid before the forfeiture. 40

37. A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Directors think fit and at any time before a sale or disposition the forfeiture may be cancelled on such terms as the Directors think fit.

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38. A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares but shall notwithstanding remain liable to pay to the Company all moneys which at the date of forfeiture were payable by him to the Company in respect of the shares.

39. A statutory declaration in writing that the declarant is a Director of the Company and that a share in the Company has been duly forfeited on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share. The Company may receive the consideration if any given for the share on any sale or disposition thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of and he shall thereupon be registered as the holder of the share and shall not be bound to see to the application of the purchase money if any nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture sale or disposal of the share. 10  
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40. The provisions of these Articles as to forfeiture shall apply in the case of non-payment of any sum which by the terms of a share becomes payable at a fixed time whether on account of the amount of the share or by way of premium as if the same had been payable by virtue of a call duly made and notified.

Conversion of Shares into Stock

41. The Company may by special resolution convert any paid-up shares into stock and reconvert any stock into paid-up shares of any denomination. 30

42. The holders of stock may transfer the same or any part thereof in the same manner and subject to the same Articles as and subject to which the shares from which the stock arose might previously to conversion have been transferred or as near thereto as circumstances admit; but the Directors may from time to time fix the minimum amount of stock transferable and restrict or forbid the transfer of fractions of that minimum but the minimum shall not exceed the nominal amount of the shares from which the stock arose. 40

43. The holders of stock shall according to the amount of the stock held by them have the same rights privileges and advantages as regards dividends voting



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at meetings of the Company and other matters as if they held the shares from which the stock arose but no such privilege or advantage (except participation in the dividends and profits of the Company) shall be conferred by any such aliquot part of the stock as would not if existing in shares have conferred that privilege or advantage.

44. Such of the Articles of the Company as are applicable to paid-up shares shall apply to stock.

Alteration of Capital

45. The Company may from time to time by special resolution increase the share capital by such sum to be divided into shares of such amount as the resolution shall prescribe. 10

46. The Company in General Meeting may previous to the issue of any new shares determine that the same or any of them shall be offered in the first instance and either at par or at a premium at all the then existing members or to the holders of any particular class of shares in proportion to the number of their respective shares or make any other provision as to the issue and allotment thereof but in default of any such determination or so far as the same shall not extend the new shares may be dealt with as if they formed part of the shares in the original capital. 20

47. The new shares shall be subject to the same provisions with reference to the payment of calls lien transfer transmission forfeiture and otherwise as the shares in the original share capital.

48. The Company by special resolution may:- 30

(a) Consolidate and divide all or any of its share capital into shares of larger amount than its existing shares.

(b) Subdivide its existing shares or any of them into shares of smaller amount than is fixed by the Memorandum of Association subject nevertheless to the provisions of paragraph (d) of sub-section one of Section one hundred and fifty-three of the Act.

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- (c) Cancel any shares which at the date of the passing of the resolution have not been taken or agreed to be taken by any person.

49. The Company may by special resolution reduce its share capital and any capital redemption reserve fund in any manner and with and subject to any incident authorised and consent required by law

General Meetings

50. A General Meeting shall be held once in every calendar year at such time (not being more than fifteen months after the holding of the last preceding General Meeting) and place as may be prescribed by the Company in General Meeting and if no time or place is prescribed at such time and place as may be determined by the Directors. 10

51. The abovementioned General Meetings shall be called Ordinary General Meetings; all other General Meetings shall be called Extraordinary General Meetings.

52. The Directors or any one of them may whenever they think fit convene an Extraordinary General Meeting and they shall on the requisition of members of the Company representing not less than one-tenth of such paid-up capital of the Company as at the date of the requisition carries the right to vote at General Meetings, forthwith proceed to convene an Extraordinary General Meeting of the Company or in default such meeting may be convened by the requisitionists in manner provided by Section 94 of the Act. The requisitionists for such meeting and the calling thereof shall comply with the terms of the said Section 94 of the Act. 20 30

Notice of General Meetings

53. Subject to the provisions of sub-section two of Section ninety-seven of the Act relating to special resolutions seven days' notice at the least (exclusive of the day on which the notice is served or deemed to be served but inclusive of the day for which the notice is given) specifying the place the day and the hour of meeting and in case of special business the general nature of that business shall be given in manner hereinafter mentioned or in such other manner if any as may be prescribed by the Company in General Meeting to such persons as are under the Articles of the Company entitled to receive such 40

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notices from the Company; but with the consent in writing of all the members entitled to receive notice of some particular meeting that meeting may be convened by such shorter notice and in such manner as those members may think fit.

54. The accidental omission to give notice of a meeting to or the non-receipt of notice of a meeting by any members shall not invalidate the proceedings at any meeting.

Proceedings at General Meetings

55. All business shall be deemed special that is transacted at an Extraordinary General Meeting and all that is transacted at an Ordinary General Meeting with the exception of sanctioning a dividend the consideration of the accounts balance sheets and the report of the Directors and Auditors prescribed by the Act the election of Directors and other officers in the place of those retiring by rotation and the fixing of the remuneration of the Auditors. 10

56. No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the meeting proceeds to business; save as herein otherwise provided two members personally present shall be a quorum. 20

57. If within fifteen minutes from the time appointed for the meeting a quorum is not present the meeting if convened upon the requisition of members shall be dissolved; in any other case it shall stand adjourned to the same day in the next week at the same time and place and if at the adjourned meeting a quorum is not present within fifteen minutes from the time appointed for the meeting the members present shall be a quorum. 30

58. The Chairman if any of the Board of Directors shall preside as Chairman at every General Meeting of the Company.

59. If there is no such Chairman or if at any meeting he is not present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act as Chairman the members present shall choose some other Director or if there be no other Director present and willing to act some one of their number to be Chairman. 40

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60. The Chairman may with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the 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.

61. At any General Meeting a resolution put to the vote of the meeting shall be decided on the voices or on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by at least three members present in person or by proxy entitled to vote or by one member or two members so present and entitled if that member or those two members together hold not less than fifteen per cent. of the paid-up capital of the Company and unless a poll is so demanded a declaration by the Chairman that a resolution has on the voices or on a show of hands been carried unanimously or by a particular majority or lost or not carried by a particular majority and an entry to that effect in the book of proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution. 10 20

62. If a poll is duly demanded it shall be taken in such manner and either at once or after an interval or adjournment as the Chairman directs and unless the meeting is adjourned the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. 30

63. In the case of an equality of votes whether on a show of hands or on a poll the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall not be entitled to a second or casting vote.

64. A poll demanded on the election of a Chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the Chairman of the meeting directs. 40

65. A resolution in writing signed by all the members shall be as valid and effectual as if it had been passed at a meeting of members duly called and constituted. Members entitled to vote may sign separate copies of the resolution circulated for that purpose.

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Votes of Members

66. On a show of hands every member present in person or by a representative appointed pursuant to Section 96 of the Act and entitled to vote shall have one vote. At a poll every member, subject to Article 5 hereof, shall have one vote for each share or each £10 of stock of which he is the holder.

67. In the case of joint holders the vote of the senior who tenders a vote whether in person or by proxy shall be accepted to the exclusion of the votes of the other joint holders; and for this purpose seniority shall be determined by the order in which the names stand in the register of members. 10

68. A member of unsound mind or in respect of whom an order has been made by any Court having jurisdiction in lunacy or an insane patient within the meaning of the Lunacy Act of 1898 may vote whether on a show of hands or on a poll by his committee or by some other person in the nature of a committee or appointed by that Court or by the manager of his estate or by the Master in Lunacy as the case may be and any such committee manager or other person or Master may on a poll vote by proxy. 20

69. No member shall be entitled to vote at any General Meeting unless all calls or other sums presently payable by him in respect of shares in the Company have been paid.

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

71. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing or if the appointor is a corporation either under seal or under the hand of an officer or attorney duly authorised. A proxy need not be a member of the Company. 30

72. The instrument appointing a proxy and the power of attorney or other authority if any under which it is signed or a notarially certified copy of that power or authority shall be deposited at the registered office of the Company before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote and in default the instrument of proxy shall not be treated as valid. 40

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73. An instrument appointing a proxy may be in the following form or any other form which the Directors shall approve:-

PTY. LIMITED

I of  
in the of  
being a member of Pty. Limited  
hereby appoint  
of  
as my proxy to vote for me and on my behalf at 10  
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.

Signed this day of 19 .

74. The instrument appointing a proxy may appoint several persons in the alternative and shall be deemed to confer authority to demand or join in demanding a poll.

Corporations Acting by Representatives  
at Meetings

75. Any corporation which is a member of the Com- 20  
pany may by resolution of its Directors or other  
governing body authorise such person as it thinks fit  
to act as its representative at any meeting of the  
Company or any class of members of the Company and  
the person so authorised shall be entitled to exer-  
cise the same powers on behalf of the corporation  
which he represents as that corporation could exer-  
cise if it were an individual member of the Company.

Directors

76. Until otherwise determined by Ordinary Resolut- 30  
ion of the Company the number of Directors shall not  
be less than two nor more than seven in number. A  
Director need not be a member of the Company.

77. (a) The first Directors shall be William Berge  
Phillips and Ernest Berge Phillips. Each of  
the said Directors shall hold office until vac-  
ated under Article 85 hereof.

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(b) The said William Berge Phillips shall be the Governing Director of the Company and shall so far as the law allows have power to exercise all the powers authorities and discretions by the regulations expressed to be vested in the Board or in the Directors jointly.

(c) The Governing Director for the time being shall have the power to appoint by document in writing under his hand his successor, and further shall be empowered to nominate the time from which any such appointment so made shall be operative. 10

(d) A resolution in writing under the hand of the Governing Director for the time being shall be as valid and binding as a resolution passed by the Board of Directors.

78. A Director may appoint any co-Director or other person to act as his proxy at meetings of the Directors and to sign resolutions under Article 101 hereof and such appointments must be made in writing under the hand of the appointor and may at any time be revoked in like manner and may be for such purposes and with such powers authorities and discretions as are vested in or exercisable by any such Director under these Articles and may be general or for a special period or for specified meetings or for specified resolutions and notice of every such appointment or revocation must be given to the Company and the appointee need not be a Director or member of the Company but he must furnish the Company with his address. 20 30

79. The remuneration of the Directors shall be fixed by the Directors and such remuneration shall be divided among them in such proportion and manner as the Directors may determine and in default of such determination within the year equally. A Director shall be repaid out of the funds of the Company any hotel travelling or other expenses properly and necessarily incurred by him in attending the meetings of the Directors or members or otherwise on the affairs or in connection with the business of the Company.

Powers and Duties of Directors

80. The business of the Company shall be managed by the Directors who may pay all expenses incurred in getting up and registering the Company and may exercise all such powers of the Company as are not by the Act or by these Articles required to be exercised 40

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by the Company in General Meeting subject nevertheless to any regulation of these Articles to the provisions of the Act and to such regulations (being not inconsistent with the aforesaid regulations or provisions) as may be prescribed by the Company in General Meeting but no regulation made by the Company in General Meeting shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made.

81. The Directors may from time to time appoint one or more of their body to the office of Managing Director or Manager for such term and at such remuneration (whether by way of salary or commission or participation in profits or partly in one way and partly in another) as they may think fit and a Director so appointed shall not while holding that office be subject to retirement by rotation or taken into account in determining the rotation or retirement of Directors; but his appointment shall be subject to determination ipso facto if he ceases from any cause to be a Director or if the Company in General Meeting resolve that his tenure of the office of Managing Director or Manager be determined. 10  
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82. The following provisions shall have effect:-

(1) The Directors may from time to time provide for the management and transaction of the affairs of the Company in any specified locality in such manner as they shall think fit and the provisions contained in the six next following paragraphs shall be without prejudice to the general powers conferred by this paragraph. 30

(2) The Directors may from time to time and at any time establish any local boards or agencies for managing any of the affairs of the Company in any such specified locality and may appoint any persons to be members of such local board or any managers or agents and may fix their remuneration. 40

(3) The Directors may from time to time and at any time delegate to any person so appointed any of the powers authorities and discretions for the time being vested in the Directors other than the power of making calls and may authorise the members for the time being of any such local board or any of them to fill



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up any vacancies therein and to act notwithstanding vacancies and any such appointment or delegation may be made on such terms and subject to such conditions as the Directors may think fit and the Directors may at any time remove any person so appointed and may annul or vary any such delegation.

- (4) The Directors may at any time and from time to time by power of attorney under the Company's seal appoint any person or persons to be the attorney or attorneys of the Company for such purposes and with such powers authorities and discretions (not exceeding those vested in or exercisable by the Directors under these presents) and for such period and subject to such conditions as the Directors may from time to time think fit and any such appointment may (if the Directors think fit) be made in favour of the members or any of the members of any local board established as aforesaid or in favour of any company or of the members directors nominees or managers of any company or firm or in favour of any fluctuating body of persons whether nominated directly or indirectly by the Directors and any such power of attorney may contain such provisions for the protection or convenience of persons dealing with such attorney or attorneys as the Directors may think fit. 10  
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- (5) Any such delegates or attorneys as aforesaid may be authorised by the Directors to sub-delegate all or any of the powers authorities and discretions for the time being vested in them. 30
- (6) The Company may cause to be kept in any part of Her Majesty's Dominions outside the State of New South Wales in which it transacts business a branch register of members and the Directors may from time to time make such provisions as they think fit respecting the keeping of any such branch register and the transfer of shares from the principal register to a branch register or vice versa or from a branch register to another branch register. 40
- (7) The Directors may comply with the requirements of any local law which in their opinion it shall in the interests of the Company be necessary or expedient to comply with.

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83. The Directors shall cause minutes to be made in books provided for the purpose:-

- (a) of all appointments of officers made by the Directors.
- (b) of the names of the Directors present at each meeting of the Directors and of any committee of Directors.
- (c) of all resolutions and proceedings at all meetings of the Company and of the Directors and of committees of Directors.

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The Seal

84. The seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board of Directors and in the presence of a Director and of the Secretary or such other person as the Directors may appoint for the purpose and that Director and the Secretary or other person as aforesaid shall sign every instrument to which the seal of the Company is so affixed in their presence.

Disqualification of Directors

85. (1) The office of a Director shall ipso facto be vacated if the Director:-

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- (a) Becomes bankrupt; or
- (b) Becomes prohibited from being a Director by reason of any order made under Section 255 or Section 307 of the Act; or
- (c) Becomes an insane patient or an insane or incapable person within the meaning of the Lunacy Act 1898; or
- (d) Resigns his office by notice in writing to the Company; or
- (e) Is removed from office by an Ordinary Resolution passed at a General Meeting of the Company.

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(2) The provisions of Article 85(1)(c)  
shall not apply to the Governing Director  
of the Company.

86. No Director shall be disqualified by his office from contracting with the Company either as vendor purchaser or otherwise nor shall any such contract or any contract or arrangement entered into by or on behalf of the Company in which any Director shall be in any way interested be avoided nor shall any Director be liable to account to the Company for any profit arising from any such office or place of profit or realised by any such contract or arrangement by reason only of such Director holding that office or of the fiduciary relation thereby established; but it is declared that the nature of his interest must be disclosed by him at the meeting of the Directors at which the contract or arrangement is determined on if his interest then exists or in any other case at the first meeting of the Directors after the acquisition of his interest. A Director may as a Director vote in respect of any contract or arrangement in which he is so interested as aforesaid. A general notice that a Director is a member of or otherwise interested in any specified firm or company and is to be regarded as interested in all transactions with that firm or company shall be a sufficient disclosure under this Clause as regards such Director and the said transactions and after such general notice it shall not be necessary for such Director to give a special notice relating to any particular transaction with that firm or company. So long as the provisions of this Article have been observed by any Director with regard to any contract or arrangement entered into by or on behalf of the Company with any such Director or with any firm or company in which any Director shall be in any way interested then the fact that one or more of such Directors affixes the Company's seal to the document evidencing such contract or arrangement shall not in any way affect the validity of the said document.

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87. A Director may hold any other office or place of profit in the Company in conjunction with his directorship except that of Auditor and may be appointed thereto upon such terms as to remuneration tenure of office and otherwise as may be arranged by the Directors.

88. If any Director being willing shall be called upon to perform extra services for the purposes of

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the Company the Company shall remunerate such Director by a fixed sum or percentage of profits or otherwise as may be determined by the Directors and such remuneration may be either in addition to or in substitution for his remuneration above provided.

89. If any Director shall in the course of his duties as such expend any moneys on behalf of the Company he shall be entitled to recover from the Company any moneys so expended. 10

90. Any casual vacancy occurring in the Board of Directors may be filled up by the unanimous resolution of the Directors or by a sole remaining Director or by an extraordinary resolution of the Company and the Directors shall have power at any time to appoint by a unanimous resolution a person as an additional Director and to define, limit and restrict his powers and to determine his remuneration. Any person so appointed by the Directors or the sole remaining Director or by the Company shall hold office until his office shall be vacated under Article 85 hereof or the other Directors shall unanimously resolve in writing or the Company by extraordinary resolution declare, that his office shall be vacated. The Directors named in Article 77 hereof may appoint an additional Director or Directors to hold office until same be vacated only as in Article 85 hereof provided. 20 30

Proceedings of Directors

91. The Directors may meet together for the despatch of business adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. A Director may and the Secretary on the requisition of a Director shall at any time summon a meeting of the Directors.

92. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors. 40

93. The continuing Directors may act notwithstanding any vacancy in their body but if and so long as their number is reduced below the number fixed by or pursuant to the Articles of the Company as the necessary quorum of Directors the continuing Directors may act for the purpose of increasing the number of Directors to that number or of summoning a General Meeting of the Company to fill the vacancy.

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94. The Directors shall choose one of their number to act as Chairman of Directors at all meetings of Directors. Such Chairman shall not be entitled to a second or casting vote.

95. Such person or persons as the Directors shall from time to time determine shall be entitled to sign on the Company's behalf bills notes receipts acceptances endorsements cheques releases contracts and documents.

96. The Directors may delegate any of their powers to committees consisting of such member or members of their body as they think fit. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Directors. 10

97. A Committee may elect a Chairman of its meetings. If no such Chairman is elected or if at any meeting the Chairman is not present within five minutes after the time appointed for the holding of the same the members present may choose one of their number to be a Chairman of the meeting. 20

98. A committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present and in cases of an equality of votes the Chairman shall have a second or casting vote.

99. A meeting of the Directors for the time being at which a quorum is present shall be competent to exercise all or any of the authorities powers or discretions by or under these Articles or the regulations of the Company for the time being vested in or exercisable by the Directors generally. 30

100. All acts done by any meeting of the Directors or of a committee of Directors or any other person acting as a Director shall notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid or that they or any of them were disqualified be as valid as if every such person had been duly appointed and was qualified to be a Director. 40

101. A resolution signed by all the Directors entitled to notice of a meeting of Directors shall be as valid and effectual as if it had been passed

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at a meeting of Directors duly called and constituted. Directors entitled to vote may sign separate copies of the resolution circulated for that purpose.

Dividends and Reserve

102. The Company in General Meeting may declare dividends but no dividends shall exceed the amount recommended by the Directors.

103. The Directors may from time to time pay to the members such interim dividends as appear to the Directors to be justified by the profits of the Company. 10

104. No dividend shall be paid otherwise than out of profits.

105. Subject to the rights of persons if any entitled to shares with special rights as to dividends all dividends shall be declared and paid according to amounts paid on the shares but if and so long as nothing is paid up on any of the shares in the Company dividends may be declared and paid according to the amounts of the shares. No amount paid on a share in advance of calls shall while carrying interest be treated for the purpose of this Article as paid on the share. 20

106. The Directors may before recommending any dividend set aside out of the profits of the Company such sums as they think proper as a reserve or reserves which shall at the discretion of the Directors be applicable for meeting contingencies or for equalising dividends or for any other purpose to which the profits of the Company may be properly applied and pending such application may at the like discretion either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Directors may from time to time think fit. 30

107. If several persons are registered as joint holders of any share any one of them may give effectual receipts for any dividend or other moneys payable on or in respect of the share.

108. Any dividend may be paid by cheque or warrant sent through the post to the registered address 40

Exhibit D Copy of  
Memorandum and Articles  
of Association of W.  
Raleigh Pty. Limited

of the member or person entitled thereto or in the case of joint holders to any one of such joint holders at his registered address or to such person and such address as the member or person entitled or such joint holders as the case may be may direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent or to the order of such other person as the member or person entitled or such joint holders as the case may be may direct.

109. No dividend shall bear interest against the Company. 10

110. Any General Meeting declaring a dividend may resolve that such dividend be paid wholly or in part by the distribution of specific assets and in particular of paid-up shares debentures or debenture stock of the Company or paid-up shares debentures or debenture stock of any other company or in any one or more of such ways. Any General Meeting may resolve that any moneys investments or other assets forming part of the undivided profits of the Company standing to the credit of the reserve fund or in the hands of the Company and available for dividend be capitalised and distributed amongst the shareholders in accordance with their rights and on the footing that they become entitled thereto as capital and that all or any part of such capitalised fund be applied on behalf of the shareholders in paying up in full any unissued shares of the Company and that such unissued shares so fully paid be distributed accordingly amongst the shareholders in the proportion in which they are entitled to receive dividends and shall be accepted by them in full satisfaction of their interest in the said capitalised sum. For the purpose of giving effect to any resolution under this Article the Directors may settle any difficulty which may arise in regard to the distribution as they think expedient and may fix the value for distribution of any specific assets and may determine that cash payments shall be made to any member upon the footing of the value so fixed or that fractions of less value than £1 may be disregarded in order to adjust the rights of all parties and may vest any such cash or specific assets in trustees upon such trusts for the persons entitled to the dividend or capitalised fund as may seem expedient to the Directors. Where requisite a proper contract shall be filed in accordance with the Companies Act and the Directors may appoint any person to sign such contract on behalf of the persons entitled to the dividend or capitalised fund and such appointment shall be effective. 20 30 40 50

Exhibit D Copy of  
Memorandum and Articles  
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Raleigh Pty. Limited

Accounts

111. The Directors shall cause proper accounts to be kept with respect to the affairs of the Company.

112. The accounts shall be kept at the registered office of the Company or at such other place or places as the Directors think fit and shall always be open to the inspection of the Directors.

113. The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of members not being Directors and no member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorised by the Directors or by the Company in General Meeting. 10

114. The Directors shall from time to time in accordance with section one hundred and three of the Act cause to be prepared and to be laid before the Company in General Meeting such profit and loss accounts balance sheets and reports as are referred to in that Section. 20

Audit

115. Auditors shall be appointed and their duties regulated in accordance with sections one hundred and thirteen, one hundred and fourteen and one hundred and fifteen of the Act.

Notices

116. A notice may be given by the Company to any member either personally or by sending it by post to him to his registered address or (if he has no registered address within the State) to the address if any within the State supplied by him to the Company for the giving of notices to him. Where a notice is sent by post service of the notice shall be deemed to be effected by properly addressing pre-paying and posting a letter containing the notice and to have been effected in the case of a notice of a meeting at the expiration of twenty-four hours after the letter containing the same is posted and in any other case at the time at which the letter 30



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of Association of W.  
Raleigh Pty. Limited

would be delivered in the ordinary course of post. And a certificate in writing signed by any Manager Secretary or other officer of the Company that the letter containing the notice was so addressed and posted shall be conclusive evidence thereof.

117. A notice may be given by the Company to the joint holders of a share by giving the notice to the joint holder named first in the register of members in respect of the share.

118. A notice may be given by the Company to the persons entitled to a share in consequence of the death or bankruptcy of a member by sending it through the post in a prepaid letter addressed to them by name or by the title of representatives of the deceased or trustee of the bankrupt or by any like description at the address if any within the State supplied for the purpose by the persons claiming to be so entitled or (until such an address has been so supplied) by giving the notice in any manner in which the same might have been given if the death or bankruptcy had not occurred.

119. Notice of every General Meeting shall be given in some manner hereinbefore authorised to -

(a) Every member except those members who (having no registered address within the State) have not supplied to the Company an address within the State for the giving of notices to them and also to

(b) Every person entitled to a share in consequence of the death or bankruptcy of a member who but for his death or bankruptcy would be entitled to receive notice of the meeting.

No other persons shall be entitled to receive notices of General Meetings.

#### Winding Up

120. If the Company shall be wound up and the assets available for distribution among the members as such without calling up or treating as called up any uncalled capital shall be insufficient to repay the whole of the paid up capital such assets shall be distributed among the members in proportion to the amounts actually paid up or deemed to be paid up

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Raleigh Pty. Limited

or which in obedience to any calls made before the commencement of the winding up ought to have been paid up at the commencement of the winding up on the shares held by them respectively. And if in a winding up the assets available for distribution among the members without calling up or treating as called up any uncalled capital shall be more than sufficient to repay the whole of the capital paid up at the commencement of the winding up the excess shall be distributed amongst the members in proportion to the capital at the commencement of the winding up paid up or deemed to be paid up or which ought to have been paid up on the shares held by them respectively. But this clause is to be without prejudice to the rights of the holders of shares issued upon special terms and conditions. 10

121. If the Company shall be wound up whether voluntarily or otherwise the liquidators may with the sanction of an extraordinary resolution divide among the contributories in specie or kind any part of the assets of the Company and may with the like sanction vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories or any of them as the liquidators with the like sanction shall think fit. 20

Indemnity

122. Every Director Manager or officer of the Company or any person (whether an officer of the Company or not) employed by the Company as Auditor shall be indemnified out of the funds of the Company against all liability incurred by him as such Director Manager officer or Auditor in defending any proceedings whether civil or criminal in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 361 of the Companies Act in which relief is granted to him by the Court. 30

WE, the several persons whose names and addresses are subscribed hereunder being the subscribers to the Memorandum of Association hereby agree to the foregoing Articles of Association.

Exhibit D Copy of  
 Memorandum and Articles  
 of Association of W.  
 Raleigh Pty. Limited

Names, Addresses and Descriptions of Subscribers	Witness to Signatures
Ernest Berge Phillips 2/43 Everton Road, Strathfield. Solicitor.	P.A. Davis 18 Clanville Road Roseville. Law Clerk.
William Berge Phillips 16 Mandalong Road, Mosman. Solicitor.	P.A. Davis

DATED this 29th day of August, 1956.

Exhibit E Certificate of Registration of business name of D.L.Peate, K.J.J.Atkinson and W.A.Spence

(Form 5)

223855

NEW SOUTH WALES.

BUSINESS NAMES ACT, 1934.

(Section 16.)

10

CERTIFICATE OF REGISTRATION

I HEREBY CERTIFY that registration pursuant to the Business Names Act, 1934, has been effected in respect of a business carried on at Cessnock (Prin.) & Bellbird under the Business Name of D. L. PEATE K. J. J. ATKINSON W. A. SPENCE

GIVEN under my hand, at Sydney, this second day of July, one thousand nine hundred and fifty-seven.

Registrar-General

20

N.B. This certificate is required to be exhibited in a conspicuous position at the principal place of business.

Whenever a change is made or occurs in any of the particulars in respect of which any firm, individual or corporation is registered, a statement in the prescribed form should be sent by post or delivered to the Registrar General within fourteen days after such change. If any firm, individual or corporation ceases to carry on business or abandons the use of its business name, notice thereof in the prescribed form should be given to the Registrar General.

30

Exhibit E Certificate of Registration of business name D. L. Peate, K.J.J.Atkinson and W.A.Spence

Exhibit F Notice  
exhibited upon wall  
of surgery at 204  
Main Street Cessnock  
from 1958 onwards

- NOTICE -

All persons attending at these rooms for medical, surgical or other services are notified that such services are provided through legally qualified Medical Practitioners employed or engaged by the undermentioned Company and that the contracts for such services are made by them with the undermentioned Company. All fees or charges for services are due and payable to the Company. 10

If any Medical Practitioner employed or engaged by the undermentioned Company renders services at hospitals, or other rooms or at private homes or residences, the contracts for such services are made directly with the undermentioned Company to which all fees or charges for such services are payable. 20

A. E. WESTBANK PTY. LIMITED

Exhibit F Notice  
exhibited upon wall  
of surgery at 204  
Main Street Cessnock  
from 1958 onwards

Exhibit G Notice  
exhibited in writing  
room of surgery at  
204 Main Street  
Cessnock from 1958  
onwards

D.L. PEATE  
Main Street,  
Cessnock

K. ATKINSON  
186 Wollombi Rd.,  
Cessnock

W.A. SPENCE  
1 Cox Street,  
Bellbird

Telephone 377

Telephone 570

Telephone 489

10

-----  
HOURS:  
Monday to Friday  
11 to 12  
3 to 4.30  
Saturday  
9.30 to 10.30

Is this the first time you have been here?

Well you probably dont know that this  
practice is run as a Medical Services Company.

The Doctor is really an employee of the  
Company and you pay the company for his services.

20

That is why the receipt has A. E. WESTBANK  
PTY. LIMITED on it.

Exhibit G Notice  
exhibit in waiting  
room of surgery at  
204 Main Street  
Cessnock from 1958  
onwards

Exhibit H Sample  
overstamped account  
and receipt for pay-  
ment made by Bothwell

A. E. WESTBANK PTY. LIMITED

K. ATKINSON

D. L. PEATE	Cessnock	W. A. SPENCE	
204 Wollombi Rd.		1 Cox Street	
Cessnock	Phone: Residence	Bellbird	10
	570		
Phone: Residence		Phone: Residence	
377		489	
	Telephone of Surgery: 377		

Memorandum of Fees for Medical Services

Date	Patient	Service	Fee	Paid
		Account rendered	17 6	
8.7.58		Receipt No. 1267		17 6
15.9.58	Anne	Injection	18 6	
16.9.58	Brian	Home Visit	1 1	
18.9.58	"	Home Visit	17	
19.9.58	"	Home Visit	17	
21.9.58	"	Home Visit	17	

20

Due £ 4 10 6

Mr. Bothwell  
31 Rawson Street  
Aberdare

A. E. WESTBANK PTY. LIMITED

K. ATKINSON

D.L. PEATE	Surgery:	W.A. SPENCE	30
No. 1745	204 Wollombi Rd. Cessnock		
	Phone: 377		

No.	Date	Received with thanks from	Total	By cheque		By cash Amount
				On	Branch	
1745	13/10/58	M Bothwell	£4.10.6	C.T.B.	Cessnock	4.10.6

Medical Services Date New South Wales  
PER: 3d.  
M. O'Connor Stamp Duty

Exhibit H Sample  
overstamped account  
and receipt for pay-  
ment made by Bothwell

Exhibit I Sample  
printed account and  
receipt in blank

A. E. WESTBANK PTY. LIMITED

K. ATKINSON

D. L. PEATE 186 Wollombi Rd.  
Cessnock  
204 Wollombi Rd.  
Cessnock Phone: Residence  
570

W. A. SPENCE  
1 Cox Street  
Bellbird

Phone: Residence  
377

Phone: Residence  
489

Telephone of Surgery: 377

10

Memorandum of Fees for Medical Services

Date	Patient	Service	Fee			Paid		
		Account rendered						

Due £			
-------	--	--	--

M \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

A. E. WESTBANK PTY. LTD.

L.D. BERTINSHAW SURGERY:  
Wollombi Road, Cessnock  
Phone: 94

D.A.C. LANG

20

No. 3997

Medical  
Services

No.	Date	Received with thanks from	Total	By cheque			By cash		
				On	Branch	Amount			Date
		M	£ : :						

Per: \_\_\_\_\_



Exhibit K Partner-  
ship Agreement

NEW SOUTH WALES  
TWENTY SHILLINGS  
STAMP DUTY

THIS DEED OF PARTNERSHIP made the thirtieth day  
of November one thousand nine hundred and fifty-  
four BETWEEN CHARLES ANGUS WILES of Cessnock in  
the State of New South Wales Medical Practitioner  
of the first part DESMOND LEES PEATE of Cessnock 10  
aforesaid Medical Practitioner of the second part  
DERYK WILLARD LAWSON of Cessnock aforesaid Medical  
Practitioner of the third part LEONARD DOLAN  
BERTINSHAW of Cessnock aforesaid Medical Practit-  
itioner of the fourth part PETER MATHERS of Cessnock  
aforesaid Medical Practitioner of the fifth part  
KENNETH JOHN JAMES ATKINSON of Cessnock aforesaid  
Medical Practitioner of the sixth part BENJAMIN  
SHORT of Cessnock aforesaid Medical Practitioner  
of the seventh part WILLIAM ALLAN SPENCE of Bell- 20  
bird in the said State Medical Practitioner of the  
eighth part and JOSEPH ARTHUR LANCELOT ALLEN of  
Cessnock aforesaid Medical Practitioner of the  
ninth part WHEREAS the said parties hereto have  
agreed to carry on in partnership the practice or  
profession of physicians surgeons and general  
Medical Practitioners in and around Cessnock afore-  
said (hereinafter referred to as "the said prac-  
tice") upon and subject to the provisions herein-  
after contained or implied NOW THIS DEED WITNESS- 30  
ETH:-

C.A.W.

Exhibit K Partner-  
ship Agreement

Period of Partnership 1. The said parties hereto are and will be and continue to be partners in the said practice as and from and including the 1st day of October one thousand nine hundred and fifty-four until determined as hereinafter provided that is to say any partner may at any time determine the partnership by giving three calendar months' notice in writing to the other partners of his intention so to do and at the expiration of the said period of three months the partnership shall be deemed to be determined as to the partner giving notice AND the partnership shall also be subject to determination as hereinafter mentioned. 10

Division of capital profits and losses 2. All capital and assets and profits and losses of the partnership shall be divided into one hundred (100) equal parts of which the respective shares to be held received or borne by the partners shall be as follows:- 20

- (a) the said Charles Angus Wiles fourteen (14) equal one-hundredth parts
- (b) the said Desmond Lees Peate fourteen (14) equal one-hundredth parts
- (c) the said Deryk Willard Lawson twelve and one-half ( $12\frac{1}{2}$ ) equal one-hundredth parts 30
- (d) the said Leonard Dolan Bertinshaw twelve and one-half ( $12\frac{1}{2}$ ) equal one-hundredth parts
- (e) the said Peter Mathers eleven (11) equal one-hundredth parts

C.A.W.

Exhibit K Partner-  
ship Agreement

- (f) the said Kenneth John James Atkinson eleven (11) equal one-hundredth parts
- (g) the said Benjamin Short eleven (11) equal one-hundredth parts
- (h) the said William Allan Spence seven (7) equal one-hundredth parts
- (i) the said Joseph Arthur Lancelot Allen seven (7) equal one-hundredth parts

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AND this division shall take effect as regards all profits losses and outgoings from and including the said First day of October one thousand nine hundred and fifty-four.

Service of  
Notices

3. Any notice to be given to a partner or his representatives under the provisions of these presents shall be deemed to have been sufficiently given if handed to such partner or addressed to him or his executors (without naming them) and sent by registered letter to his last known address in the Commonwealth or his committee or trustee as the case may be.

20

Further  
Deeds &c

4. Any of the parties hereto shall at the request and at the expense of the others execute and do any deeds and things reasonably necessary to carry out the provisions of these presents or to render the same more easy of enforcement.

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Carrying on  
of Practice

5. The partners shall carry on the said practice at their present individual surgeries and professional rooms and shall duly pay all rent rates and taxes or other charges in

C.A.W.

Exhibit K Partner-  
ship Agreement

respect thereof and the practice at Paxton shall be carried on at the Surgery on the land comprised in Certificate of Title Volume 3548 Folio 218 and the practice at Bellbird shall be carried on at the surgery on the land in Certificate of Title Volume 5707 Folio 233 which lands and surgeries at Paxton and Bellbird are held by William Arnold Conolly of Turramurra in the said State formerly of Cessnock aforesaid Medical Practitioner and the said Charles Angus Wiles as Trustees for the partnership.

10

Capital  
and Assets

6. The capital and assets of the partnership shall be the following:-

- (a) The said medical practice now or hereafter carried on by the parties hereto and the goodwill thereof.
- (b) The stock of medicine drugs and dressings now or from time to time held by the firm
- (c) The books of the partnership
- (d) The benefit of all covenants by other medical practitioners against competition now or hereafter held by or on behalf of the partnership
- (e) The said freehold property at Paxton and the freehold property at Bellbird
- (f) Any further plant or property acquired by the partnership involving capital expenditure provided always that the same shall be purchased or acquired only with the consent of all parties

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If any further capital shall at any time or

C.A.W.

Exhibit K Partner-  
ship Agreement

times be considered by the partners to be necessary or expedient for efficiently carrying on the business the same shall be contributed by the partners in shares in the proportions stated in Clause 2 hereof.

Exceptions  
from assets

7. IT IS EXPRESSLY AGREED AND DECLARED

that the assets of the partnership do not include the residences or surgeries of individual partners apart from the said freehold premises at Paxton and Bellbird or any furniture, fittings fixtures, plant and instruments usually kept by the individual partners in their surgery premises and any motor vehicle or vehicles in the possession of individual partners. If any partner shall with the consent in writing of the others advance any sum of money to the partnership over and above his due contribution to capital the same shall be a debt due from the firm to the partner advancing the same and shall carry interest at the rate of Five pounds (£5) per centum or any lower rate to which such interest is for the time being restricted by law per annum or as otherwise agreed payable during the continuance of the loan. No sum so loaned shall be deemed an increase of the share of the partnership of the partner advancing the same or entitle him to any increased share in the profits of the partnership.

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C.A.W.

Exhibit K Partner-  
ship Agreement

Fees  
Chargeable

8. The fees to be charged to patients shall be at such rate as shall be agreed upon by a three-fourths majority of the partners or on failure to agree to be settled by arbitration.

Fees and  
moneys  
divisible

9. All fees and presents of money paid or given to any partner for professional services and the emoluments (whether by fees, salary or otherwise) of every professional office or appointment shall be partnership property but legacies (whether pecuniary or otherwise) and gifts and bequests of specific chattels shall be retained by and shall be the separate property of the partner to whom the same shall have been given or bequeathed.

10

Expenses  
and  
outgoings

10. All expenses outgoings bank overdrafts and other debts losses or damages which shall be incurred in carrying on the said practice (except as otherwise herein provided) shall be borne and paid by and out of the funds of the partnership and shall include the following:-

20

- (a) All wages and salaries paid to assistants pathologists, masseurs, dispensers, book-keepers or employees of a like nature.
- (b) All Workers' Compensation or Employers' Indemnity Insurance on any employee of the partnership.
- (c) All surgical and drug supplies and all surgical or other instruments acquired by the partnership.
- (d) Repairs to and insurances on any

30

C.A.W.

Exhibit K Partner-  
ship Agreement

plant or equipment used in the  
partnership practice.

- (e) All printing stationery and stamps used in the partnership practice.
- (f) All payments made for or in connection with sporting or other bodies. 10
- (g) All telephone charges for tele- phones installed in the residence or surgery of each partner.
- (h) All accountants fees and collect- or's fees and charges.
- (i) All anaesthetist fees where anaes- thetics are given by other medical practitioners.

The above itemised expenses shall not be deemed to be exclusive or exhaustive and any other reasonable expenses debts or commit- ments incurred by the partners or any of them on account of the partnership and for its benefit shall be paid from the said partnership funds but the cost and expense of replacing of the motor car of any of the said partners shall be borne and paid by the individual partners concerned personally. 20

Individual Expenses of Partners 11. Each partner shall at his own expense:- 30

- (a) Insure and keep insured his own private servants with a reputable insurance company in respect of all claims under the Workers' Compensation Act of 1926/9 or any statutory amplification substitution modification or re-enactment thereof and all other liability as an employer and keep the other partners

C.A.V.

Exhibit K Partner-  
ship Agreement

indemnified against all such claims and liabilities but the partnership shall insure and keep insured in like manner every servant of the partnership.

(b) Provide maintain and keep his own individual residence surgery and consulting rooms aforesaid and all such motor vehicles and other means of transport or conveyance as shall be necessary to enable him efficiently to perform his duties in attending to the partnership business and shall insure and keep insured to the satisfaction of the other partners all cars and vehicles so provided and used as aforesaid by him under a comprehensive policy issued by a reputable insurance company and pay all insurance premium running and other expenses damages or other outgoings of any kind whatsoever incurred or necessary to be paid in connection therewith and at all times indemnify and keep indemnified the other partners and the property of the partnership against all expenses damages and other expenses.

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Negligence 12. If any partner shall be guilty of any negligence in the performance of his professional duties he shall hold the other partners and the property and assets of the partnership indemnified against all actions proceedings damages and expenses arising out of or incidental to such negligence.

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C.A.W.



Exhibit K Partner-  
ship Agreement

- Meetings 13. (a) Meetings of the partners shall be held at such time and place as the partners shall from time to time determine and shall be convened by any two (2) partners by proper notice to the others.
- (b) No business shall be transacted at any meeting unless a quorum of partners is present and three-fourths in value of shares of partners present in person shall form a quorum. 10
- (c) If within a quarter of any hour from the time of the meeting the quorum is not present then the meeting may be adjourned or dissolved.
- (d) The senior partner present shall be the chairman of the meeting. 20
- (e) At every meeting of and for the purpose of all decisions by the partners each partner shall be entitled to one (1) vote for every one-hundredth share he holds in the partnership assets and income.
- (f) All questions at a meeting shall be decided by a majority vote according to the value of the shares of the partners present except in the case where this agreement otherwise provides. 30
- (g) A Declaration by the chairman that a resolution has been carried or carried unanimously or by a particular majority or lost or not carried by a particular majority shall be conclusive evidence of the fact without proof of the votes recorded in favour of or against that resolution. 40
- (h) A resolution or consent in writing signed by all the partners shall be as valid and effectual as if it had been passed or given at a meeting of the partners duly called and constituted.
- Increase in 14. (a) It is hereby mutually agreed 50  
Number of  
Partners that if the partners or not less than a

C.A.W.

Exhibit K Partner-  
ship Agreement

three-fourths majority of the partners calculated as aforesaid according to the value of their shares shall so direct in writing under their hands the number of partners in the firm shall be increased in such manner and for such consideration as shall be so directed.

(b) In the case of such increase the share or shares of the partnership assets and capital taken by the incoming partner or partners shall be taken pro rata from the shares of the existing partners who shall in like proportion receive between them the amount of the consideration payable by the incoming partner or partners. 10

New Partner-  
ship Agree-  
ment upon  
increase or  
reduction  
in number (c) Upon the increase or upon reduction as hereinafter mentioned in the number of partners all the continuing partners including the new partner or partners on an increase in the number of partners shall enter into a new partnership agreement in identical terms with this agreement. 20

Banking 15. The bank of the partnership shall be The Commercial Banking Company of Sydney Limited Cessnock Branch and/or such other bank or banks as the partners shall from time upon and until the partners shall otherwise mutually agree C.A.W. to time in writing mutually agree/there shall be kept for the partnership three accounts at the said Bank one in the name of Charles Angus Wiles Peter Mathers and Benjamin Short 30

C.A.W.

Exhibit K Partner-  
ship Agreement

account one in the name of Desmond Lees Peate  
Kenneth John James Atkinson and William Allan  
Spence account one in the name of Deryk Will-  
ard Lawson Leonard Dolan Bertinshaw and  
Joseph Arthur Lancelot Allen account and all  
cheques drafts and bills paid to each of such  
accounts may be endorsed by and cheques thereon  
drawn by the party or one of the parties  
named in such account and each of such accounts  
shall be used by the parties to transact only  
the business of the section of the partnership  
business carried on by or on behalf of the  
partner or partners named in such account but  
no cheque shall be drawn on any of the said  
bank accounts except for the transfer of the  
moneys therefrom to the "Medical Account"  
hereinafter mentioned that is to say there  
shall also be kept a fourth account of the  
partnership at such Bank to be called  
"Medical Account" to which shall be paid all  
moneys paid to each of the other said three  
accounts and all cheques drawn on the Medical  
Account shall be drawn by and cheques drafts  
and bills paid to such Medical Account may be  
endorsed by any one of the said Charles  
Angus Wiles Desmond Lees Peate and Deryk  
Willard Lawson.

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Account  
Books

16. Proper books of accounts shall be  
kept by the said partners and entries made  
therein of all attendances upon patients

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C.A.W.

Exhibit K Partner-  
ship Agreement

of the said practice and all such other matters transactions and things as are usually entered in books of accounts together with all letters bills papers and other documents relating to the said practice shall be kept at the respective surgery premises of the partners hereinbefore mentioned and be open at all times to the inspection and examination of all partners and shall be partnership property. 10

Half-yearly 17. Accounts There shall be made a fortnightly distribution of the net income of the partnership after due allowance is made for outstanding or accruing liabilities and as soon as practicable after the first day of January 1955 and thereafter as soon as practicable after the first day of January and July in every year during the continuance of the partnership a general account and balance sheet shall be taken and made up to such first day of January and July respectively of the stock-in-trade credits property effects debts and liabilities of the partnership and of all transactions matters and things provided for by this agreement or usually comprehended in a general account and balance sheet of the like nature. Immediately after the signing and settling of every such periodical general account and balance sheet each partner shall be entitled (subject to 20 30

C.A.W.

Exhibit K Partner-  
ship Agreement

clause 2 hereof) to draw out and receive the  
balance (if any) of his share of the net  
profits of the business for the then past  
half year on bringing into account all sums  
previously drawn out by him SUBJECT to there  
of  
C.A.W. being held a reserve fund/any sum or sums  
which the partners may mutually agree upon.

Duties of  
Partners

18. Every partner shall:

10

(a) Employ himself diligently in the  
practice and devote his whole time  
and attention thereto except when  
on his holidays and use his utmost  
endeavours to promote the interests  
thereof.

(b) Pay all his present and future  
separate debts and liabilities and  
indemnify the other partners and  
the property and effects of the  
partnership therefrom and from all  
actions proceedings damages and  
expenses on account thereof and  
should any of the partners fail  
to punctually pay or discharge his  
or their separate debts and  
liabilities as aforesaid the other  
partners shall be at liberty to  
so pay or discharge the same and  
shall upon demand be reimbursed  
by the defaulting Partner or  
partners all moneys expended in  
that behalf together with interest  
at FIVE POUNDS (£5:0:0) per centum  
per annum from the date of such  
payment to the date of reimburse-  
ment and the share of the default-  
ing partner or partners in the  
assets of the Partnership shall be  
charged with such payment or re-  
imbursement of the same and interest  
at the rate aforesaid.

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(c) Be just and faithful to the others  
and at all times give to all  
partners such full information (in  
writing if required) and such  
explanation of all matters relating  
to the affairs of the said practice  
as other partners may require and  
use his utmost endeavours to main-  
tain and promote the said practice.

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- (d) Keep up an appearance and demean himself generally in a manner becoming to a medical practitioner.

Prohibited Acts by Partners 19. No Partner shall without the previous written consent of the other partners:-

- (a) Lend any money of the partnership or otherwise give credit to any person or persons whom the other partners shall in writing have forbidden him to trust. 10
- (b) Employ any moneys property or effects belonging to the partnership or engage the credit thereof or contract any debt on account thereof except in the due and regular course of business and upon the account or for the benefit of the partnership. 20
- (c) Compound release or discharge any debt due to the partnership without receiving the full amount thereof.
- (d) On behalf of the partners or any of them other than himself enter into any bond or draw endorse or accept any Bills of Exchange or Promissory Note or become bail surety or security for any person whomsoever. 30
- (e) Do or knowingly suffer to be done anything whereby the property or effects of the partnership or any part thereof may be attached secured or taken in execution.
- (f) Assign mortgage or charge his interest in the partnership or in the assets or profits thereof except as herein provided. 40
- (g) Carry on any other profession directly or indirectly without the previous written consent of the other partners or practice in any department of the medical or surgical profession except for the partnership benefit.

Dissolution on breach by Partner 20. If any of the partners shall:-

- (a) Commit any breach of the provisions 50

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of Clauses 18 or 19 of these  
presents or

- (b) Become bankrupt or insolvent or compound or make any arrangement with their creditors or
- (c) Shall not be or shall cease to be a member of the New South Wales Branch of the British Medical Association or 10
- (d) Shall not be or shall cease to be a member of the Medical Defence Union or other organisation approved by the other partners giving an indemnity as required by the other partners or
- (e) Commit any criminal offence or be guilty of any flagrantly immoral conduct calculated to injure the business of the partnership or 20
- (f) Do or suffer any act which would be a ground for dissolution of the partnership by the Court

the other partners shall have the power forthwith to dissolve the partnership and expel the partner so offending on giving to the offending partner notice in writing of their intention so to do by serving him 30 personally with such notice or by posting the same to him at his usual or last known place of residence (such notice if posted shall be deemed to be duly served on the next day after it is placed in the post) and such dissolution of the partnership shall be advertised in the Government Gazette and in case the partner so offending shall refuse to sign the notice of dissolution to be inserted the other partners shall be at 40

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liberty to sign the name of the partner so offending and refusing. If any question shall arise as to whether a partner has committed any of the acts abovementioned such question shall be referred to Arbitration under the clause in that behalf hereinafter contained.

Holidays and other Leave	21.	(a)	Each partner shall be entitled to	10
		(i)	Four (4) weeks holiday in each year due regard being paid by the partner about to take his holiday to the convenience of his so doing. Any partner taking such holiday shall if required by the others to do so at the expense of the partnership provide a competent and suitable locum tenens whilst he is on such holiday <u>AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED</u> that where any partner through sickness or (which he shall take only with the consent of the others) holidays additional to the foregoing or any other cause whatsoever absents himself from the practice or is unable to personally carry on his duties as a partner in the practice then such partner shall provide a competent and suitable locum tenens during his absence or inability and shall personally pay such locum tenens and	20
		(ii)	In addition a maximum of fourteen (14) days leave each year in the event of sickness of or for approved post graduate study or service training with the armed forces by such partner due regard being paid by such partner to the convenience of the other partners as to the time of such post graduate study or service training <u>AND</u> leave pursuant to this provision shall not involve the partner concerned in the expense of a locum tenens should one be necessary except insofar as he shall contribute with the other	30
				40
				50

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partners to such expense AND if any partner shall not avail himself of such fourteen days leave in any year or years for any of the purposes aforesaid the period or periods unavailed of shall accumulate but only for the purpose of sick leave at the rate of fourteen days per year to a maximum period of three (3) calendar months for such sick leave only AND so that the period of all such sick leave shall be in addition to that for service training but not to that for post graduate study AND for post graduate study and service training the total maximum annual leave shall be fourteen days. 10 20

(b) SUBJECT to the provisions hereinbefore contained if any partner shall be wholly incapacitated by illness or accidents or other infirmity either mental or physical or for any reason without the consent of the other partners be unwilling or unable or fail to carry on his share of the Partnership business for more than fourteen consecutive days the other Partners may during such incapacity unwillingness or inability employ and maintain a duly qualified locum tenens at the expense of the incapacitated or defaulting Partner PROVIDED ALWAYS that no further expense than is reasonably necessary shall be incurred in the employment and maintenance of a locum tenens as hereinbefore mentioned. 30

(c) SHOULD any partner serve compulsorily with the Commonwealth or other military or other defence forces involving his 40

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continued absence from the said practice then he shall pay to the partnership all moneys received by him both pay and allowances and shall be entitled to continue to receive his said share of the partnership profits should the remaining partners be able to continue without the assistance of a locum tenens but should a locum tenens be engaged then the amount of his salary and expenses shall be deducted from the share of the partner so engaged on full time military service.

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Termination on incapacity of a Partner for 12 months

22. If any partner shall be incapacitated by sickness or accident for twelve (12) calendar months consecutively the other partners may dissolve the partnership by giving to the incapacitated partner one calendar months notice in writing of their intention so to do and in such case the incapacitated partner shall be entitled to the same rights as under these presents would have been given to and conferred upon his personal representatives in the event of his decease to the same extent and in the same manner as if the incapacitated partner had died on the day of expiration of such one months notice.

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Options on expulsion

23. If any partner shall at any time be expelled from the partnership the other partners or partner shall have for one calendar month from the service of the

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notice of expulsion or termination as the  
case may be -

(a) The option of purchase at a price equal  
to one-half the current market value thereof  
of the share of the partnership business and  
assets of the partner expelled and such value  
shall be ascertained by a valuer appointed  
for that purpose by all parties in writing 10  
signed by them and if the parties shall not  
within fourteen days after the giving of  
notice of the exercise of such option make  
such appointment or mutually agree in writing  
signed by them on the value aforesaid such  
value shall be settled by Arbitration as  
hereinafter mentioned.

(b) If the said option shall be exercised  
the further option (carrying the right on 20  
exercise to immediate possession of the  
surgery and possession within three calendar  
months of the residence) for such calendar  
month of -

(i) the purchase of the freehold  
residence or leasehold residence as the case  
may be with surgery or surgeries (if any)  
of the partner expelled at a price to be  
mutually agreed upon and in case of dispute  
to be settled by Arbitration as hereinafter  
mentioned or 30

(ii) alternatively and insofar as the  
lessor has power to grant the same option of

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taking a lease for the term of five (5) years  
of such freehold residence with surgery or  
surgeries (if any) at a rent to be mutually  
agreed upon and in case of dispute to be  
settled by Arbitration as hereinafter  
mentioned such lease to contain an option of  
purchase during the continuance of such lease  
at a price to be mutually agreed upon and in 10  
case of dispute to be settle by Arbitration  
as hereinafter mentioned and a restriction  
against the use of the premises during such  
lease otherwise than a residence and/or  
medical surgery and to also contain the  
covenants and conditions attached hereto  
and signed by the parties hereto for identifi-  
cation purposes.

Surgery and 24. (a) No partner shall move his present  
residence residence surgery or place of residence unless to 20  
and options thereon premises previously approved by a majority of  
the partners voting as aforesaid according to  
the value of their respective shares.

(b) In the event of any partner desir-  
ing to dispose of his freehold residence or  
leasehold residence with the surgery or  
surgeries (if any) of such partner while still  
continuing as a partner he shall give to the  
other partners notice in writing signed by him  
of such his desire and shall not dispose of 30  
the same without giving such notice or without  
the consent of a majority of the other

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partners on a vote as last aforesaid.

(c) In the event of any partner giving notice as in clause 24 (b) mentioned the other partners shall have for one calendar month from and after the date of service of such notice the option to be exercised on the vote as last aforesaid of a majority of the other partners to purchase the subject free-  
hold residence or leasehold residence and the surgery or surgeries if any at a price fixed in accordance with clause 25 of this agreement.

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Options on  
Termination  
by notice

25. (a) if any partner shall terminate the partnership by three calendar months written notice to the other partners or partner pursuant to paragraph 1 hereof such other partners or partner shall have for one (1) calendar month from and after the date of service of such notice the option of purchase of the share in the partnership business and assets of the partner giving such notice and the freehold residence or leasehold residence with surgery or surgeries (if any) of the partner giving such notice with possession of the surgery and residence upon the expiration of such 3 months notice.

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(b) The price to be paid for such share of the partnership business and assets shall be fixed by a valuer appointed for that purpose by all parties in writing signed by them and if the parties shall not within fourteen days

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after the giving of notice of the exercise of such option make such appointment or mutually agree in writing signed by them on the price to be paid such price shall be settled by Arbitration as hereinafter mentioned.

(c) The price of the freehold residence or leasehold residence as the case may be with surgery or surgeries (if any) of the partner giving such notice shall be as mutually agreed upon and in case of dispute to be settled by Arbitration as hereinafter mentioned. 10

(d) PROVIDED ALWAYS that if due to lack of ownership by him or other cause beyond his control the residence and surgery used by the partner giving notice shall not be available for purchase by or on lease to the other partners or their nominee for a term of not less than five (5) years from the date of expiration of the 3 months notice then the partner giving notice shall use his best endeavours to procure for the other partners or their nominee the option of a lease thereof for the longest term that can be procured and upon the best conditions available at a rent and subject to the covenants and condition in clause 23 (b) (ii) provided. 20 30

Re-allocat- 26. (a) If any partner shall give such  
ion of share  
and surgery  
&c of out-  
going Partner

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notice as in clause 24 mentioned or shall give  
notice to terminate as in clauses 1 and 25 of  
this agreement mentioned or shall be expelled  
or shall cease to be a partner in consequence  
of death or if the provisions of clauses 20 22  
23 25 or 31 of this agreement shall come into  
operation any other partner may within fourteen  
days thereafter apply in writing signed by him 10  
to the partners other than the partner giving  
notice or ceasing to be a member of the partner-  
ship for the share of the partnership capital  
assets and income and the residence surgery or  
surgeries if any whether freehold or leasehold  
of the outgoing partner or for the residence and  
surgery (if any) only and the share residence  
surgery or surgeries shall as to each item be  
re-allocated in such manner and for such pro-  
portion of the total consideration fixed in 20  
accordance with this agreement as shall be  
directed by a majority of the continuing  
partners calculated according to the value  
of their shares AND every partner to whom  
the same or any part thereof is allocated shall  
when required provide the amount of the  
consideration money so payable by him and  
the sale shall be completed as from the out-  
going partner or the representatives of the  
deceased partner to the partner to whom the 30  
allocation is made and the exercise of any

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option of purchase by the continuing partners shall in that case be deemed to have been made by them as agents for the partner to whom the allocation is made but without affecting the rights or liability of the continuing partners under this agreement to the outgoing partner or the representatives of the deceased partner and without affecting any of the rights or obligations of the outgoing partner or of the representatives of the deceased partner under this agreement. 10

(b) The re-allocation of the share in the partnership business assets and capital and the residence and surgery or surgeries if any of the partner giving notice shall not be governed by the existing share or shares in the partnership held by the partner or partners making application for the same or by the length of time the partner or partners making such application shall have been in practice in the district of Cessnock aforesaid and shall be made without regard to the value of the existing share of the partner or partners seeking the same. 20

(c) The re-allocation aforesaid shall take effect upon service of notice thereof in writing signed by the last mentioned majority of partners upon the outgoing partner or the representatives of the deceased partner as the case may be and upon the partner to 30

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whom in each case the allocation is made.

(d) PROVIDED ALWAYS and it is hereby agreed and declared that upon a vacancy occurring for any reason in the number of partners the continuing partners or a three-fourths majority of the continuing partners calculated according to the value of their shares may decide that the vacancy be not filled in which case all moneys payable to the outgoing partner or the representative of the deceased partner which respect to his share of the partnership business assets and capital residence and surgery or surgeries if any shall be contributed by the other partners proportionately to the shares therein already held by them and the share of the outgoing or deceased partner and the future income and losses thereof shall be added in like proportions to the shares of the other partners in the business assets and capital and income and losses of the partnership. 10 20

(e) PROVIDED ALSO and it is hereby agreed and declared that the applicant for a larger share before being entitled to complete the purchase thereof shall at his own responsibility provide a suitable duly qualified medical practitioner to purchase the share theretofore held by him or such part thereof as a majority of the partners voting according to the value of their share shall require him to sell. 30

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Rights of  
Partners  
giving  
Notice if  
options not  
exercised

27. If the partners or partner receiving the notice to terminate mentioned in Clause 25 do not within the time in that Clause provided for that purpose exercise the option of purchase of the share in the partnership assets of the partner giving such notice and his residence and surgery (if any) the partner giving the notice shall be at liberty to 10  
sell all his share and interest in the partnership business and assets with or without his residence and surgery (if any) to a purchaser who has been previously approved in writing by the partners or partner receiving such notice who shall not unreasonably refuse to accept such incomer as a partner upon the same terms and conditions as the partner retiring and upon his agreeing by deed with the other partners to be bound 20  
thereby.

Contract on  
Exercise of  
Option

28. The notice of exercise of any option referred to in this agreement shall be in writing and shall constitute a binding contract between the parties hereto and as regards the sale of any freehold or leasehold land the purchase money shall be payable on completion of sale when vacant possession shall be given and to which date all rents and outgoings shall be apportioned subject 30  
however to clause 31A as regards any share or interest in the partnership assets and

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the sale shall otherwise be subject to the common terms and conditions of sale approved by the Real Estate Institute of New South Wales as herein expressly modified applicable to the title.

Obligations  
of outgoing  
Partner

29. Upon the determination of the partnership in the manner mentioned in any one of the clauses 1 20 22 23 or 25 hereof the incapacitated expelled offending or defaulting retiring or outgoing partner as the case may be:-

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(a) Shall if so required by the other partners and if not prevented by incapacity give to any medical practitioner nominated by the other partners fourteen (14) days introduction to the patients theretofore attended by the retiring or outgoing partner whereupon the retiring or outgoing and the said incoming partner shall share equally between them the share of the net income of the partnership appertaining to the outgoing partner's share for the period of such introduction and also bear equally between them the expenses for which the partner holding such share in the partnership is individually responsible for such period pursuant to this agreement and

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(b) Shall not except as in clause 29 (a) mentioned at any time for a period of ten (10) years from the determination of the partnership without the written consent of

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the other partners or partner their or his  
executors administrators or assigns set up  
reside visit or carry on or be concerned or  
interested in the profession or business of  
physician surgeon and/or medical practitioner  
or any other like profession either directly  
or indirectly alone or jointly with or as an  
assistant agent manager or servant for any  
other person or persons or Corporation or  
Corporations or Government or other Board  
Department or Authority within a radius of  
ten (10) miles from Cessnock Post Office or  
induce or endeavour to induce any other  
person to so set up reside visit or carry on  
within such area and the partner committing  
a breach in the performance or observance of  
this covenant shall forfeit and pay to the  
other partners their executors administrators  
and assigns the sum of three hundred pounds  
(£300) for every month during which or any  
part of which he shall without the said  
written consent so set up reside visit or  
carry on or be concerned or interested and  
the same shall be recoverable as and for  
liquidated damages and not by way of penalty  
and the benefit of this covenant shall be  
transferable.

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Profess-  
ional  
Plate

30. The professional plate of any deceased  
retiring outgoing or expelled partner shall  
not be removed from any of the premises of

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ship Agreement

the partnership without the consent of the other partners for a period of one year from the date of his retirement expulsion departure or death but the continuing partners may have the same removed at any time.

Obligations  
and Options  
upon death  
of Partner

31. (a) Upon the death of any partner the surviving partners or partner shall as from the date of such death and if more than one in the proportion in which they were at such date entitled to share in the net profits of the partnership purchase and the representatives of the deceased partner shall sell the deceased partner's share in the business property goodwill book debts and other assets of the partnership at prices equal to the values fixed as hereinafter in this clause 31 mentioned with the option (to be exercised within three (3) calendar months from the date of death) of purchasing the land and building comprising the residence (with surgery or surgeries if any) of the deceased partner whether freehold or leasehold upon the terms and conditions hereinafter appearing and the further option of occupying such surgery or surgeries during such three (3) calendar months at a rent to be mutually agreed upon or failing agreement to be fixed by Arbitration as hereinafter mentioned and alternatively the option of taking a lease as

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in clause 23 (b) (ii) mentioned PROVIDED  
ALWAYS that if due to lack of ownership by  
the deceased partner or other cause beyond  
the control of his representatives the resi-  
dence with surgery or surgeries (if any) in  
this clause mentioned shall not be available  
for purchase by or on lease for a term of  
not less than five years from the date of 10  
exercise of their option to the surviving  
partner or their nominee with immediate  
possession of the surgery and possession  
within three calendar months of the residence  
(such lease to be at a rent and subject to  
covenant and conditions in clause 23 (b) (ii)  
provided excepting the option of purchase)  
the surviving partner or partners shall not  
be obliged to purchase the deceased partner's  
share in the business property goodwill book 20  
debts and other assets of the partnership but  
shall have the option to be exercised within  
three (3) calendar months from the date of  
death of purchasing the deceased partner's  
share in the business property goodwill book  
debts and other assets of the partnership at  
a price equal to the value fixed as in this  
clause mentioned and the representatives of  
the deceased partner shall use their best  
endeavours to procure for the surviving 30  
partners or their nominee the option of a  
lease of the deceased partner's residence

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and surgery or surgeries for the longest term that can be procured and upon the best conditions available.

(b) For the purpose of such sale the values of the partnership assets shall be fixed as follows:-

The value of the goodwill and all other assets of the partnership shall be fixed by a valuer appointed for that purpose by the surviving partner or partners and the legal representatives of the deceased partner in writing signed by them and if the parties shall not within three calendar months after the date of death made such appointment or otherwise mutually agree in writing signed by them the value of the goodwill and all such other assets of the partnership shall be settled by arbitration as hereinafter mentioned.

(c) In the event of the surviving partners or partner exercising their option to purchase the land and buildings comprising the deceased partner's residence (with surgery or surgeries if any) the price shall be the value thereof as at the date of death to be fixed by a valuer appointed for that purpose by the surviving partner or partners and the legal representatives of the deceased partner in writing signed by them and if the parties shall not within one

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C.A.W. calendar month after the date of exercise of such option make such appointment or otherwise mutually agree on the value in writing signed by them the value shall be settled by arbitration as hereinafter mentioned and all rates taxes fire insurance premiums and other the outgoings shall be apportioned to/date of possession and the sale shall be upon the terms of payment hereinafter mentioned and shall otherwise be subject to the common terms and conditions of sale approved by the Real Estate Institute of New South Wales as herein expressly modified applicable to the title. 10

(d) From the total purchase money shall be deducted the amount of the deceased partner's share of the debts liabilities and obligations of the partnership. 20

(e) Upon deduction or payment as aforesaid of the amount of the deceased partner's share of the debts liabilities and obligations of the partnership as at the date of death the surviving partners or partner shall indemnify and keep indemnified the estate of the deceased partner against all such debts liabilities and obligations.

(f) The surviving partners or partner shall complete their purchase three calendar months after the date of death or as soon after the expiration of such three months as 30

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the representatives of the deceased partner are in a position to complete the sale AND the purchasers shall pay the representatives of the deceased partner interest at the current bank overdraft rate on all purchase moneys from the date of death to the date of payment.

Adjustment  
on sale of  
Partner's  
Share

31A. PROVIDED ALWAYS and it is hereby agreed that on completion of a sale of a share in the assets of the partnership pursuant to any option of purchase given to or obligation to purchase imposed upon continuing or surviving partners by this agreement the outgoing or deceased partner's share of the liabilities of a recurring nature of the partnership (this not including the bank overdraft or any extraordinary liabilities) shall be regarded as equal to the deceased partner's share of the accrued income and outstanding book debts due to the partnership to the date of death or of the purchase of the outgoing partner's share so that no amount shall be payable or allowed to or by either the representatives of the deceased partner the retiring or outgoing partner or the surviving or continuing partner or partners on such adjustment and no apportionment shall be made except as next herein-  
after that is to say PROVIDED HOWEVER that if more than a period of three (3) calendar

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months' partnership income payable by the Coal Mines Insurance Co. Pty. Limited shall have accrued and be unpaid by that Company at the time of completion of such sale then but not otherwise the representatives of the deceased partner or the outgoing or retiring partner as the case may be shall receive their or his share of an apportionment thereof 10 to the date of completion of sale and the surviving or continuing partner or partners as the case may be shall receive the apportionment thereof from the date of completion of sale and any necessary apportionment of such income from the Coal Mines Insurance Co. Pty. Limited shall be made and adjusted on completion or as soon as practicable thereafter and any apportionment of such moneys shall be in the same ratio as the numbers of 20 days apportioned bear to the total number of days of the current period for which payment is subsequently received from Coal Mines Insurance Co. Pty. Limited.

Termination 32. Upon the determination of the partner-  
without  
Purchase ship in any manner without the purchase by any partners or partner pursuant to the provisions hereinbefore contained of the goodwill and other assets of the partnership or the interest of the other partners or partner 30 therein -

(a) a full and general account shall

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be taken of the assets credits debts and liabilities of the partnership and of the transactions and dealings thereof and with all convenient speed such assets and credits shall be sold realised and got in and the proceeds applied in paying and discharging such debts and liabilities and the expense of and incidental to the premises and the winding up of the partnership affairs and subject thereto in paying to each partner any unpaid profits which may be due to him and his share of the capital and the balance (if any) of such proceeds shall be divided between the partners in the shares in which they are entitled to the net profits of the partnership and the partners respectively shall execute do and concur in all necessary or proper instruments acts matters and things for effecting or facilitating the sale realisation and getting in of the partnership assets and credits and the due application and division of the proceeds thereof and for their mutual release or indemnity or otherwise.

(b) the goodwill of the said practice shall not be sold without the previous written consent of the partners but each partner shall be at liberty to commence and carry on a similar practice on his own account PROVIDED ALWAYS that if upon any such determination as

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last aforesaid the goodwill of the said practice shall be sold with such consent no partner (unless he shall be the purchaser of such goodwill) shall for ten years from the completion of such sale set up reside visit or carry on or be concerned or interested in the profession or business of physician surgeon and/or medical practitioner or any other like profession directly or indirectly alone or jointly with or as an assistant agent manager or servant for any other person or persons within a radius of ten miles from Cessnock Post Office or induce or endeavour to induce any other person to so set up reside visit carry on or be concerned or interested within such area and the benefit of this covenant shall be transferable.

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Retirement 33. IT IS HEREBY agreed that each Partner shall on attaining the age of sixty-five years retire from the Partnership and thereupon all the relative provisions of this agreement shall apply as if the retiring partner had given notice to determine the partnership under clause one hereof expiring on the day he attains the age of sixty-five years PROVIDED HOWEVER that by not less than a three-fourths majority according to their shares as aforesaid the partners may agree to extend or continue this Partnership agreement with the Partner attaining the age of

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sixty-five years as aforesaid for such period as shall be substituted and shall be set out in writing which shall be signed by all Partners.

Arbitration 34. All disputes and questions whatsoever which shall either during the partnership or afterwards arise between the partners or their respective representatives or between any partner and the representatives of the other partner touching these presents or the constructions or application thereof or any clause or thing therein contained or any account valuation or division of assets debts or liabilities or share therein to be made hereunder or as to the price or value of any freehold or leasehold or the rent to be payable under any lease or as to any deed or omission of any partner or as to any other matter in any way relating to the partnership business or the affairs thereof or the rights duties or liabilities of any person under these presents shall be referred to the arbitration of a single arbitrator in case the parties agree upon one otherwise to two arbitrators one of whom shall be appointed by each party to the difference in accordance with and subject to the provisions of the Arbitration Act 1902 or any statutory modification thereof for the time being in force.

Continuance of Partner-ship by remaining Partners 35. Notwithstanding any provisions

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hereinbefore contained the death retirement  
or expulsion of any partner or partners  
shall not dissolve the partnership so far as  
regards the remaining partners.

Service  
under Con-  
veyancing  
Act

36. In addition to and without limiting  
the provisions of Clause 3 and the provisions  
of Clause 20 all notices and documents here-  
under may be served as mentioned in Section  
170 of the Conveyancing Act 1919.

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Covenants  
bind repres-  
entatives

37. Unless the context otherwise forbids  
all covenants conditions and agreements herein  
shall be deemed to be made between the  
partners for themselves and their respective  
executors and administrators.

38. IT IS HEREBY DECLARED that the side  
notes in the margin of this document are  
intended for convenience only and shall not  
in any way govern or affect the numbered  
clauses of this deed or the meaning thereof.  
AS WITNESS the hands and seals of the said  
parties hereto.

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SIGNED SEALED AND )  
DELIVERED by the )  
said CHARLES ANGUS ) C. A. Wiles  
WILES in the )  
presence of )

C.A.Woodgate  
Solicitor  
Cessnock

AND by the said )  
DESMOND LEES PEATE ) D.L.Peate  
in the presence of )

C.A.Woodgate

AND by the said )  
DERYK WILLARD LAWSON ) D.W. Lawson  
in the presence of )

C.A.Woodgate

Exhibit K Partner-  
ship Agreement

AND by the said )  
LEONARD DOLAN )  
BERTINSHAW in the )  
presence of )

Leonard Bertinshaw

C.A.Woodgate

AND by the said )  
PETER MATHERS in )  
the presence of )

Peter Mathers

10

C.A.Woodgate

AND by the said )  
KENNETH JOHN JAMES )  
ATKINSON in the )  
presence of )

K.J.J. Atkinson

C.A.Woodgate

AND by the said )  
BENJAMIN SHORT in )  
the presence of )

B. Short

C.A.Woodgate

20

AND by the said )  
WILLIAM ALLAN )  
SPENCE in the )  
presence of )

W. A. Spence

C.A.Woodgate

AND by the said )  
JOSEPH ARTHUR )  
LANCELOT ALLEN in )  
the presence of )

J.A.L. Allen

C.A.Woodgate

30

# MEMORANDUM OF LEASE

Lease at	£	:	:
Endorsements	£	:	:
Total	£	:	:

REAL PROPERTY ACT, 1900  
CONVEYANCING ACTS 1919 & 1928

(hereinafter called "Lessor") being registered as the proprietor of an estate in fee simple in the land hereinafter described subject however to such encumbrances liens and interests as are notified by memorandums underwritten or endorsed hereon: **DOETH HEREBY LEASE** unto

(hereinafter called "Lessee") ALL THAT

created upon All that piece of land in the Municipality of  
Parish of County of  
of the land comprised in Certificate of Title registered Volume

being  
Folio

FOR THE TERM of from the  
day of One thousand nine hundred and  
(subject however as hereinafter provided) **AT THE YEARLY RENT** of

**PAYABLE** by equal payments

each on the day of each and every during the said term first  
of such payments to be made on the day of One thousand nine  
hundred and

**SUBJECT** to the covenants and powers implied in every memorandum of lease by virtue of the "Conveyancing Acts 1919-1928" Sections 84 and 85 as hereby expressly varied and or extended and except as hereby negated also to the conditions hereinafter contained all of which form part of this lease and are deemed to be incorporated herein and all of which the Lessee covenants and agrees with the Lessor that he will duly observe and perform **AND IT IS HEREBY DECLARED** that in the interpretation of this Lease and the said conditions and except to the extent that such interpretation shall be excluded by or be repugnant to the context but not to the exclusion of any interpretation under the Real Property Act 1900 the following expressions shall bear the meanings attributed thereto:

- (a) Where there are more than one Lessor and/or Lessee the words "Lessor" and/or "Lessee" shall respectively mean and include all such Lessors and or Lessees and each of them their and each of their executors administrators and assigns.
- (b) The word "premises" shall mean the property hereby demised.
- (c) Words importing the singular or plural number shall include the plural and singular number respectively and words importing the masculine gender shall include the feminine or neutral gender.
- (d) Covenants binding more than one Lessee shall be deemed to bind them and any two or greater number of them jointly and each of them severally.

**THE LESSOR COVENANTS** with the Lessee to pay all rates taxes and assessments charged upon the said land except as mentioned in the said conditions.

*Witness:*  
*[Handwritten notes and signatures in the left margin]*



# CONDITIONS OF LEASE

EXHIBIT K PARTNER-  
SHIP AGREEMENT

1. THE Lessee shall pay the proper authorities all charges for electricity and gas consumed on the premises and for all excess water and all meter rents and in default of any such payments the same may be paid by the Lessor at his option and be recoverable from the Lessee as and by way of overdue rent.

2. THE Lessee shall not without the written consent of the Lessor first had and obtained do so suffer to be done any of the following:—

- (a) Assign transfer sub-let or part with possession of the premises or any part thereof otherwise than to a duly/qualified medical practitioner
- (b) Use the premises otherwise than as a residence and/or medical surgery
- (c) Make any alteration or addition in or to the premises or any Lessor's fittings.
- (d) Use the premises or any part thereof for any noxious noisv or offensive purpose
- (e) Bring to or do or keep anything in the premises which shall increase the rate of fire Insurance on the premises or which may conflict with the laws or regulations relating to fires or any Insurance Policy upon the premises or the regulations or ordinances of any Public Authority for the time being in force or use chemicals burning fluids acetylene gas or alcohol in lighting the premises

(f) Paint affix or erect on any part of the exterior of the premises any notices advertisements signs or other devices without the consent in writing of the Lessor but this shall not prevent the affixing of a brass plate and/or lamp with a doctor's name thereon

3. SHOULD the Lessee continue to occupy the premises beyond the expiration of the said term with the consent of the Lessor he shall do so as a weekly tenant only at a weekly rent equal to one week's proportion of the rent hereby reserved payable weekly and subject to the said conditions such tenancy being determinable at the will of either the Lessor or Lessee by one week's notice in writing expiring at any time.

4. SECTIONS 84 and 85 of the 'Conveyancing Acts 1919 1945' to the extent hereinafter mentioned are varied extended and or negatived:—

- (a) In the event of total or partial destruction or damage by fire or other means as provided by Section 84 and in addition to the provisions implied by that Section and also in the event of the whole or any part of the building or when the premises form part being taken for any public purpose it shall be lawful for the Lessor by notice in writing given to the Lessee within two weeks from the date of such destruction or damage to terminate this Lease as from the said date but without prejudice to the right of either party in respect of any antecedent breach of covenant.
- (b) The right to enter and view may be exercised when and so often as the Lessor may require and without previous notice.
- (c) All provisions regarding repairs shall be deemed to include cleansing.
- (d) The right of re-entry and determination shall be exercisable upon the rent being in arrear or default continuing for seven days or upon the Lessee becoming bankrupt or assigning his estate for the benefit of creditors or being a company going into liquidation otherwise than for the purpose of reconstruction.
- (e) The Lessor's right to enter and repair shall extend to effecting all repairs painting cleaning or other work of whatsoever kind which he shall deem expedient.
- (f) Section 84 (b) is hereby negatived.

5. IT IS hereby expressly agreed and declared that notwithstanding anything herein contained upon the happening of any event entitling the Lessor to re-enter or determine this Lease the residue of the said term for the time being unexpired shall at the option of the Lessor immediately upon notice of the exercise of such option being given to the Lessee become reduced to one week and thereafter the tenancy hereby created shall be and remain a tenancy from week to week at a weekly rent equal to one week's proportion of the rent hereby reserved commencing from the date of service of such notice and shall be determinable by one week's notice to quit terminating on any day of the week.

6. THE Lessee shall at all times during the continuance of the said term keep and at the expiration or sooner determination thereof yield up the demised premises and all fixtures and fittings therein clean and in good and tenurable repair reasonable wear and tear and damage by fire storm or tempest excepted save where the insurance money in respect thereof are rendered irrecoverable in consequence of the act or default of the Lessee. In this Clause the word "repair" shall include the cleaning and keeping free of all drains and waste pipes.

7. THE Lessee shall duly comply with and observe all notices received from any Statutory or Public Authority relating to the premises or otherwise in regard thereto and will carry out the requirements thereof at his own expense. Provided that this clause shall not include structural defects.

8. THE Lessee shall be entitled during the currency of the said term to remove all trade fixtures erected by him provided he thereupon immediately makes good all damage done to the premises by reason of such removal.

9. SHOULD any infectious illness transpire in or about the premises the Lessee will give due notice thereof in writing to the Lessor and will thoroughly fumigate and disinfect the premises at his own expense and to the satisfaction of the Local Health Officer.

10. THE Lessee will indemnify and save harmless the Lessor from all loss and damage to the demised premises or the building of the Lessor or which the premises form part caused by the negligent use or misuse waste or abuse of the water gas or electricity supplied to the Lessee or by faulty fittings or fixtures brought upon or affixed to the premises by the Lessee.

11. THE Lessee will carry on upon the premises the business of and will keep open and use the business portion of such premises during the term for that purpose.

12. THE Lessee will pay the amount of premium payable in respect of the insurance on the plate glass window or windows of the premises.

13. NO act matter or thing whatsoever shall at any time during the term be done in or upon the premises which shall or may be or grow to the annoyance nuisance grievance damage or disturbance of the occupiers or owners of premises adjoining the premises.

14. NOTWITHSTANDING any implication or rule of law to the contrary the Lessor shall not be liable for any damage or loss the Lessee may suffer by the act, default, or neglect of any other person or by reason of the Lessor neglecting to do something to the building of which the premises form part and which as between the Lessor and Lessee he might be legally liable to do.

15. ANY notice or request hereunder may be served in manner mentioned in Section 170 of the "Conveyancing Acts 1919 1945"

16. ANY covenants herein contained which are restrictive of the use of the Premises shall be subject to the following:—

In the case of Lessee's covenants the benefit shall be appurtenant to the reversionary interest of the Lessor in the premises, and the estate or interest of the Lessor in all adjoining land and premises and the leasehold interest of the Lessee in the premises shall be subject to the burden thereof.

In the case of Lessor's covenants the benefit shall be appurtenant to the said leasehold interest of the Lessee, and the said reversionary interest of the Lessor shall be subject to the burden thereof, but only whilst the said Lease shall subsist.

The said covenants or any of them may, at any time or from time to time, be released, varied or modified by the Lessor and Lessee jointly.

Exhibit L Deed of  
Covenant by William  
Arnold Conolly

NEW SOUTH WALES  
TWENTY SHILLINGS  
STAMP DUTY

THIS DEED made the first day of December A.D. 1954  
BETWEEN WILLIAM ARNOLD CONOLLY of Turramurra in  
the State of New South Wales late of Cessnock in  
the said State Medical Practitioner of the first 10  
part CHARLES ANGUS VILES of Cessnock aforesaid  
Medical Practitioner of the second part DESMOND  
LEES PEATE of Cessnock aforesaid Medical Practit-  
itioner of the third part DERYK WILLARD LAWSON of  
Cessnock aforesaid Medical Practitioner of the  
fourth part PETER MATHERS of Cessnock aforesaid  
of the fifth part KENNETH JOHN JAMES ATKINSON of  
Cessnock aforesaid Medical Practitioner of the  
sixth part BENJAMIN SHORT of Cessnock aforesaid  
Medical Practitioner of the seventh part LEONARD 20  
DOLAN BERTINSHAW of Cessnock aforesaid Medical  
Practitioner of the eighth part WILLIAM ALLAN  
SPENCE of Bellbird in the said State Medical  
Practitioner of the ninth part and JOSEPH ARTHUR  
LANCELOT ALLEN of Cessnock aforesaid Medical  
Practitioner of the tenth part (the parties of  
the second third fourth fifth sixth seventh  
eighth ninth and tenth parts being hereinafter  
referred to as "the covenantees") WHEREAS the  
said William Arnold Conolly has for some time past 30  
carried on in partnership with the parties hereto  
of the second third fourth fifth sixth and seventh  
parts the practice or profession of physicians,

W.A.C.

Exhibit L Deed of  
Covenant by William  
Arnold Conolly

surgeons and general medical practitioners in and  
around Cessnock aforesaid and it was a condition  
of the Deed of Partnership relating thereto and of  
the sales by the said William Arnold Conolly to the  
said Leonard Dolan Bertinshaw the said William  
Allan Spence and the said Joseph Arthur Lancelot  
Allen of all his share in the capital and assets 10  
profits and losses of the partnership that the said  
William Arnold Conolly enter into the covenant  
hereinafter contained AND WHEREAS the said  
partnership has been determined and the said sales  
have been completed from and including the first  
day of October 1954 NOW THIS DEED WITNESSETH THAT  
the said William Arnold Conolly covenants with the  
covenantees and each of them that the said William  
Arnold Conolly will not for a period of ten (10)  
years from the said first day of October 1954 with- 20  
out the consent of the covenantees and each of  
them their or his executors administrators or  
assigns set up reside visit or carry on or be  
concerned or interested in the profession or busi-  
ness of physicians, surgeons and/or medical prac-  
titioners or any other like profession either  
directly or indirectly alone or jointly with or as  
- agent -  
an assistant/~~general~~ manager or servant for any  
other person or persons corporation or corporations  
Government or other Board Department or authority 30  
within a radius of ten (10) miles from Cessnock  
Post Office or induce or endeavour to induce any

W.A.C.

Exhibit L Deed of  
Covenant by William  
Arnold Conolly

other person to so set up reside visit or carry on  
within such area and that upon committing a breach  
in the performance or observance of this covenant  
shall forfeit and pay to the covenantees their  
executors administrators and assigns the sum of  
three hundred pounds (£300) for every month during  
which or any part of which he shall without the 10  
said written consent so set up reside visit or  
carry on or be concerned or interested and the same  
shall be recoverable as and for liquidated damages  
and not by way of penalty and the benefit of this  
covenant shall be transferable.

IN WITNESS whereof the said WILLIAM ARNOLD CONOLLY  
hath hereunto subscribed his name and affixed his  
seal the day and year first hereinbefore mentioned.

SIGNED SEALED AND DELIVERED)

by the said WILLIAM ARNOLD }

W. A. Conolly

20

CONOLLY in the presence of:)

P. de Jongh  
Musician  
10 Pacific Highway  
Roseville - Sydney

Exhibit M Deed of  
Covenant by Peter  
Mathers

NEW SOUTH WALES  
THIRTY SHILLINGS  
STAMP DUTY

THIS DEED made the fourth day of July A.D. 1956  
BETWEEN PETER MATHERS of Cessnock in the State  
of New South Wales Medical Practitioner of the  
first part CHARLES ANGUS WILES of Cessnock afore- 10  
said Medical Practitioner of the second part  
DESMOND LEES PEATE of Cessnock aforesaid Medical  
Practitioner of the third part DERYK WILLARD  
LAWSON of Cessnock aforesaid Medical Practitioner  
of the fourth part KENNETH JOHN JAMES ATKINSON of  
Cessnock aforesaid Medical Practitioner of the  
fifth part BENJAMIN SHORT of Cessnock aforesaid  
Medical Practitioner of the sixth part LEONARD  
DOLAN BERTINSHAW of Cessnock aforesaid Medical  
Practitioner of the seventh part WILLIAM ALLAN  
SPENCE of Cessnock aforesaid Medical Practitioner 20  
of the eighth part and JOSEPH ARTHUR LANCELCT  
ALLEN of Cessnock aforesaid Medical Practitioner  
of the ninth part WHEREAS the said Peter Mathers  
has for some time past carried on in partnership  
with the other parties hereto the practice or  
profession of physicians surgeons and general  
medical practitioners in and around Cessnock  
aforesaid AND WHEREAS the said Peter Mathers has  
given notice to the other parties hereto pursuant  
to clause 1 of Deed of Partnership dated the 30th 30  
day of November 1954 of his intention to determine  
the partnership AND WHEREAS the said Deed of

P. Mathers

Exhibit M Deed of  
Covenant by Peter  
Mathers

Exhibit M Deed of  
Covenant by Peter  
Mathers

Partnership provides that upon such determination  
the outgoing partner shall covenant as hereinafter  
mentioned NOW THIS DEED WITNESSETH THAT the said  
Peter Mathers hereby covenants with the other  
parties hereto and each of them that the said Peter  
Mathers shall not at any time within a period of  
ten years from the 1st day of July 1956 without the 10  
consent of the other parties hereto and each of  
them their or his executors administrators or  
assigns set-up reside visit or carry on or be con-  
cerned or interested in the professional business  
of physician surgeon and/or medical practitioner or  
any other like profession either directly or  
indirectly alone or jointly with or as an assistant  
agent manager or servant for any other person or  
persons corporation or corporations Government or  
other Board Department or authority within a radius 20  
of ten (10) miles from Cessnock Post Office or  
induce or endeavour to induce any other person to  
so set up reside visit or carry on within such  
area and that upon committing a breach in the  
performance or observance of this covenant shall  
forfeit and pay to the covenantees their executors  
administrators and assigns the sum of three hundred  
pounds (£300) for every month during which or any  
part of which he shall without the said written  
consent so set up reside visit or carry on or be 30  
concerned or interested and the same shall be  
recoverable as and for liquidated damages and not

P. Mathers

Exhibit M Deed of  
Covenant by Peter  
Mathers

by way of penalty and the benefit of this covenant  
shall be transferable.

IN WITNESS whereof the said PETER MATHERS hath  
hereunto subscribed his name and affixed his seal  
the day and year first hereinbefore written.

SIGNED SEALED AND DELIVERED )

by the said PETER MATHERS )

in the presence of: )

P. Mathers

10

Solicitor  
Cessnock

Exhibit N List of  
payments by A. E.  
Westbank Pty.  
Limited to doctors  
who were not  
directors

MEMORANDUM 24

No tax deductions could be identified. The following is a list of outside fees paid by A. E. Westbank Pty. Limited:-

10

Year Ended 30th June, 1957:

N. Wiles - Anaesthetist	<u>£175. 0. 0</u>
-------------------------	-------------------

Year Ended 30th June, 1958:

Doctor Claremont	<u>£104.10. 0</u>
------------------	-------------------

Year Ended 30th June, 1959:

Cessnock District Ambulance	18. 4. 0	
Dr. Mason	53.10. 0	
P. Mathers	56.16. 8	
Dr. Maijowski	70. 0. 0	
Dr. Pitsch	355.12. 0	20
	<hr/>	
	<u>£554. 2. 8</u>	

Year Ended 30th June, 1960:

Dr. W. Pitsch	625.16. 0
Dr. Carn	270. 0. 0
Dr. Maijowski	100. 0. 0
	<hr/>
	<u>£995.16. 0</u>

Year Ended 30th June, 1961:

Dr. C. A. Wiles	326. 7. 0	
Dr. Mathers	76. 0. 0	
Dr. Short	76. 0. 0	30
R. Brown	8.15. 1	
Robert Deegan	1,162. 1.11	
Doug Smythe	3. 3.11	
Board paid for Locum	85. 6. 0	
Motor Expenses re Locum	5.15. 1	
	<hr/>	
	<u>£1,743. 9. 0</u>	

Exhibit N List of  
payments by A. E.  
Westbank Pty. Limited  
to doctors who were  
not directors



Exhibit O Extract  
from salary records  
of A. E. Westbank  
Pty. Limited

A. E. WESTBANK PTY. LIMITED

EXTRACT FROM SALARIES RECORDS OF THE ABOVE COMPANY  
SHOWING THE PAYMENT OF SALARIES AND TAX DEDUCTIONS  
THEREFROM, TO MEDICALLY QUALIFIED PRACTITIONERS.

---

	<u>Gross</u> <u>Salary</u>	<u>Tax Deduct-</u> <u>ion</u>	10
<u>Year Ended 30th June, 1959:</u>			
Dr. Werner Pitsch	£900. 0. 0	£189.18. 0	
<u>Year Ended 30th June, 1960:</u>			
Dr. Werner Pitsch	£725. 0. 0	£148.12. 0	
Dr. Charles A. Wiles	£455. 0. 0	£ 70.17. 0	

Exhibit P Statement  
showing conversion  
from a credit to a  
cash basis of income  
of A. E. Westbank  
Pty. Limited for  
year ended 30th June  
1958

A. E. WESTBANK PTY. LIMITED

YEAR ENDED 30TH JUNE, 1958

10

CASH BASIS

Reconciliation of Deputy Commissioner of Taxation  
letter accompanying Assessment to Profit and Loss  
Account on Cash Basis

---

Net Income as adjusted as per Commis-  
sioner of Taxation letter accom-  
panying Assessment dated 25th  
August, 1959 47,787. 0. 0

Less - Sundry Debtors as at 30th  
June, 1958 included in fees 20  
as returned by A. E. West-  
bank Pty. Limited for the  
year ended 30th June, 1958 7,474. 0. 0

---

£40,313. 0. 0

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Exhibit P Statement  
showing conversion  
from a credit to a  
cash basis of income  
of A.E. Westbank Pty.  
Limited for year  
ended 30th June 1958

Exhibit P Statement  
 showing conversion  
 from a credit to a  
 cash basis of income  
 of A. E. Westbank  
 Pty. Limited for  
 year ended 30th June  
 1958

A. E. WESTBANK PTY. LIMITED

PROFIT AND LOSS ACCOUNT FOR THE YEAR ENDED 30TH

10

JUNE, 1958

CASH BASIS

NOTE:

The above calculations are based on the  
 Commissioner of Taxation's assumption that A. E.  
 Westbank Pty. Limited is a Partnership consisting  
 of Dr. D. L. Peate, Dr. C. A. Wiles, Dr. D. W.  
 Lawson, Dr. L. D. Bertinshaw, Dr. K. J. J.  
 Atkinson, Dr. B. Short, Dr. W. A. Spence and Dr.  
 J. A. L. Allen.

20

If a Partnership did exist the net divisible  
 profit would be apportioned as set out hereunder:-

Dr. D. L. Peate	5,643.18. 6
Dr. C. A. Wiles	5,643.18. 6
Dr. D. W. Lawson	5,039. 4. 5
Dr. L. D. Bertinshaw	5,039. 4. 5
Dr. K. J. J. Atkinson	5,039. 4. 5
Dr. B. Short	5,039. 4. 5
Dr. W. A. Spence	4,434.10. 3
Dr. J. A. L. Allen	4,434.10. 3

30

---

£40,313.15. 2

---

Exhibit P Statement  
 showing conversion  
 from a credit to a  
 cash basis of income  
 of A. E. Westbank  
 Pty. Limited for  
 year ended 30th June  
 1958

Exhibit P Statement  
 showing conversion  
 from a credit to a  
 cash basis of income  
 of A. E. Westbank  
 Pty. Limited for  
 year ended 30th June  
 1958

A. E. WESTBANK PTY. LIMITED

PROFIT AND LOSS ACCOUNT FOR THE YEAR ENDED 30TH

10

JUNE, 1958

CASH BASIS

FEES:		£48,771.14. 3	
Audit and Accountancy			
Fees	244. 4. 0		
Bank Charges	33.10. 0		
Casual Wage	32. 5. 8		
Cleaning and Laundry	737. 5. 0		
Depreciation	56. 0. 0		
Electricity	181. 8.10		20
Insurances	67.16. 1		
Interest	48. 0. 0		
Outside Fees	104.10. 0		
X-Rays, Drugs and Medical Supplies	434.13. 7		
Printing and Stationery	686.19.10		
Postages and Duty Stamps	200.14. 8		
Repairs and Replace- ments	205.14. 9		30
Staff Salaries	4,743. 3. 6		
Sundry Expenses	69. 9. 0		
Subscriptions and Donations	38. 6. 0		
Telephone	<u>573.18. 2</u>	8,457.19. 1	
<u>Net Profit</u> after writing back legal expenses (£13)		<u>40,313.15. 2</u>	
		<u>£48,771.14. 3</u>	

NOTE:

The above net profit is obtained after writing  
 back the expenses as set out in the letter of 25th  
 August, 1959, accompanying assessment. 40

i.e. Superannuat-  
 ion Contri-  
 butions 1,200. 0. 0  
 Service Fees 41,574. 0. 0

£42,774. 0. 0

654.

Exhibit P Statement  
 showing conversion  
 from a credit to a  
 cash basis of income  
 of A. E. Westbank  
 Pty. Limited for year  
 ended 30th June 1958

Exhibit Q Statement  
 showing conversion  
 from a credit to a  
 cash basis of income  
 of A.E. Westbank Pty.  
 Limited for year  
 ended 30th June 1959

A. E. WESTBANK PTY. LIMITED

YEAR ENDED 30TH JUNE, 1959

CASH BASIS

10

Reconciliation of Deputy Commissioner of Taxation's  
 letter accompanying Assessment to Profit and Loss  
 Account on Cash Basis

<hr/>		
Net income as adjusted as per Commissioner of Taxation's letter accompanying Assess- ment dated 27th January, 1961	40,651. 0. 0	
<u>Less - Sundry Debtors as at    30th June, 1959 included    in Fees as returned by    A.E. Westbank Pty. Limited    for the year ended 30th    June, 1959</u>	<u>7,598. 0. 0</u>	20
	33,053	
<u>Add - Cash collections during    the year ended 30th June,    1959 applied in satisfact-    ion of sundry debtors as at    30th June, 1958 -</u>	7,474. 0. 0	30
Accrued out- side fees	<u>237. 0. 0</u>	7,711. 0. 0
	<hr/>	
<u>Net Divisible Profit as per    attached Profit and Loss    Account:</u>	<u>£40,764. 0. 0</u>	
	<hr/> <hr/>	

Exhibit Q Statement  
 showing conversion  
 from a credit to a  
 cash basis of income  
 of A.E. Westbank Pty.  
 Limited for year ended  
 30th June 1959

Exhibit R Statement  
 showing conversion  
 from a credit to a  
 cash basis of income  
 of A.E. Westbank Pty.  
 Limited for year  
 ended 30th June 1960

A. E. WESTBANK PTY. LTD.

YEAR ENDED 30TH JUNE 1960 - CASH BASIS

Reconciliation of Deputy Commissioner of Taxation's  
 letter accompanying assessment to Profit and Loss  
 Account on Cash Basis 10

---

Net income as adjusted as per  
 Commissioner of Taxation's  
 letter accompanying assessment  
 dated 38,556 - -

Less: Sundry Debtors as at  
 30th June 1960 included in Fees  
 as returned by A.E. Westbank Pty.  
 Limited for the year ended 30th  
 June 1960 7,294 - - 20

---

31,262 - -

Add: Cash collections during  
 the year ended 30th June 1960  
 applied in satisfaction of  
 Sundry Debtors as at 30th June  
 1959 7,598 - -  
 - Sundry accounts 358 7,956 - -

Net Taxable Income on a Cash  
 Basis as attached £39,218 - - 30

---

£1 error ~~in Total~~ arising from cal-  
 culations being taken to the nearest  
 pound

Exhibit R Statement  
 showing conversion  
 from a credit to a  
 cash basis of income  
 of A.E. Westbank Pty.  
 Limited for year ended  
 30th June 1960

Exhibit S Statement  
of source of fees  
on cash basis of  
A.E. Westbank Pty.  
Limited for the year  
ended 30th June 1958

A. E. WESTBANK PTY. LIMITED

SUMMARY OF CASH FEES FOR YEAR ENDED 30TH JUNE, 1958

Cremation Certificates	32. 7. 6	
Coal Mines Insurance	4,853. 2. 9	10
Insurance Companies	333. 2.10	
Northern District Miners Medical Fund	14,670. 9. 5	
Council Clinics	172.17. 6	
Cessnock District Hospital (Examination and Lecture Fees)	81.10. 0	
Commonwealth Sub-Treasury (Pension Payments)	6,899. 0. 0	
Commonwealth Public Service (Examinations)	63.15. 0	20
Department of Army	77.15. 1	
Department of Social Service (Invalid Pension Examination)	197. 7. 0	
Department of Child Welfare	107. 8.11	
Department of Public Health (Post Mortem and Entrance to Public Service)	46. 6. 0	
Attendance at Court	130. 9. 0	
Fees	21,106. 3. 3	
	<u>£48,771.14. 3</u>	30

Exhibit S Statement  
of source of fees  
on cash basis of  
A.E. Westbank Pty.  
Limited for the year  
ended 30th June 1958

Exhibit S1 Summary  
of fees on credit  
basis of A.E. Westbank  
Pty. Limited for the  
year ended 30th June  
1958

A. E. WESTBANK PTY. LIMITED

SUMMARY OF FEES FOR YEAR ENDED 30TH JUNE, 1958 -

CREDIT BASIS

Cremation Certificates	32. 7. 6	10
Coal Mines Insurance	5,722. 3. 3	
Insurance Companies	417.11.10	
Northern District Miners Medical Fund	15,813. 7. 5	
Council Clinics	172.17. 6	
Cessnock District Hospital (Examination and Lecture Fees)	81.10. -	
Commonwealth Sub-Treasury (Pension Payments)	6,899. - . -	
Commonwealth Public Service (Examinations)	63.15. -	20
Department of Army	95. 1. 7	
Department of Social Service (Invalid Pension Examinations)	236.14. 6	
Department of Child Welfare	107. 8.11	
Department of Public Health (Post Mortem and Entrance to Public Service)	47.10. -	
Post Master General's Department	30. 3. 6	
Attendance at Court	130. 9. -	
N.S.W. Government Railways	1. 7. 6	30
Old Partnership (A.E.U. Fees)	833.15. 6	
Rent from W.A. Spence and T. Neville Pty. Ltd. for Surgery and House	146. 5. -	
Department of Labour and Industry Fees	1.10. - 25,412.11. 9	
	<hr/>	
	£56,245. 9. 9	
	<hr/> <hr/>	

Exhibit S1 Summary  
of fees on credit  
basis of A.E. Westbank  
Pty. Limited for the  
year ended 30th June  
1958



Exhibit T Statement  
of source of fees on  
cash basis of A.E.  
Westbank Pty. Limited  
for the year ended  
30th June 1959

A. E. WESTBANK PTY. LIMITED

SUMMARY OF CASH FEES FOR YEAR ENDED 30TH JUNE, 1959

Cremation Certificates	15. 1. 0	
Coal Mines Insurance	5,658.16. 0	10
Insurance Companies	721. 6. 6	
Northern District Miners Fund	13,376.10. 6	
Council Clinics	121. 1. 6	
Cessnock District Hospital (Examination and Lecture Fees)	87.10. 0	
Commonwealth Sub Treasury (Pension Payments)	8,355.17. 6	
Department of Army	55. 9. 6	
Department of Social Service (Invalid Pension Examinations)	189.12. 6	20
Department of Public Health (Post Mortem and Entrance to Public Service)	179. 5. 6	
Department of Child Welfare	63. 0. 6	
Attendance at Court	86. 2. 0	
Commonwealth Public Service Examination	17.17. 6	
Fees	22,507.13. 8	
	<hr/>	
	£51,435. 4. 2	
	<hr/> <hr/>	

Exhibit T Statement  
of source of fees on  
cash basis of A.E.  
Westbank Pty. Limited  
for the year ended  
30th June 1959

Exhibit T1 Summary  
of fees on credit  
basis of A.E. Westbank  
Pty. Limited for the  
year ended 30th June  
1959

A. E. WESTBANK PTY. LIMITED

SUMMARY OF FEES FOR YEAR ENDED 30TH JUNE, 1959 -

CREDIT BASIS

Cremation Certificates	15. 1. -	10
Coal Mines Insurance	6,343.11. 3	
Insurance Companies	710. 6. 6	
Northern District Miners Fund	14,425.11. 6	
Council Clinics	121. 1. 6	
Cessnock District Hospital (Examination and Lecture Fees)	87.10. -	
Commonwealth Sub-Treasury (Pension Payments)	8,355.17. 6	
Department of Army	60.14. 6	
Department of Social Service (Invalid Pension Examinations)	195.18. 6	20
Department of Public Health (Post Mortem and Entrance to Public Service)	495.16. 6	
Department of Child Welfare	63. -. 6	
Attendance at Court	86. 2. -	
Commonwealth Public Service Exam- ination Fees	17.17. 6 20,580.15. 8	
	<hr/>	
	£51,559. 4. 5	30
	<hr/> <hr/>	

Exhibit T1 Summary of  
fees on credit basis  
of A. E. Westbank Pty.  
Limited for the year  
ended 30th June 1959

Exhibit U Statement  
of source of fees  
on cash basis of A.E.  
Westbank Pty. Limited  
for the year ended  
30th June 1960

A. E. WESTBANK PTY. LIMITED

SUMMARY OF CASH FEES FOR YEAR ENDED 30TH JUNE, 1960

Cremation Certificates	24. 8. 6	
Coal Mines Insurance	5,233. 3. 6	10
Sundry Insurance Companies	565. 3. 0	
Northern District Mines Medical Fund	12,240.19. 6	
Council Clinics	150.13. 6	
Cessnock District Hospital	112. 9. 6	
Commonwealth Sub Treasury (Pen- sions)	9,254.16. 0	
Department of Army	70. 7. 8	
Department of Social Services	330.12. 0	
Department of Public Health	109. 5. 6	
Department of Child Welfare	73.10. 6	20
Witness Fees	11.12. 6	
Commonwealth Public Service	22.14. 6	
Fees - Ordinary Patients	22,867. 5.10	
	<hr/>	
	£51,067. 1.10	
	<hr/> <hr/>	

Exhibit U Statement  
of source of fees on  
cash basis of A.E.  
Westbank Pty. Limited  
for the year ended  
30th June 1960

Exhibit U1 Summary  
of fees on credit  
basis of A.E. West-  
bank Pty. Limited  
for the year ended  
30th June 1960

A. E. WESTBANK PTY. LIMITED

SUMMARY OF CREDIT FEES FOR THE YEAR ENDED 30TH

JUNE, 1960

Cremation Certificates	24. 8. 6	10
Coal Mines Insurance	4,994. 7. 9	
Workers Compensation	579.10. 0	
Northern-District Miners Medical Fund	11,870.11. 6	
Council Clinics	150.13. 6	
Cessnock Hospital	112. 9. 6	
Commonwealth Sub-Treasury (Pensions)	9,254.16. 0	
Department of the Army	65. 2. 6	
Department of Social Services	327. 9. 0	20
Department of Public Health	91.10. 6	
Department of Child Welfare	59. 0. 6	
N.S.W. Government Railways	2.16. 6	
Witness Fees	22.14. 6	
Fees	23,208. 0. 1	
	<hr/>	
	£50,763.10. 4	
	<hr/> <hr/>	

Exhibit U1 Summary of  
fees on credit basis  
of A.E. Westbank Pty.  
Limited for the year  
ended 30th June 1960

Exhibit V Statement  
of corpus account of  
A.E. Westbank Super-  
annuation Fund as at  
30th June 1960

A. E. WESTBANK SUPERANNUATION FUND

AS AT 30TH JUNE, 1960

"A" SECTION CORPUS ACCOUNT:

K.J.J. Atkinson	200. 0. 0	
N.J. Atkinson	200. 0. 0	10
D.L. Peate	200. 0. 0	
M. Peate	200. 0. 0	
M. Johns	625. 0. 0	
J.A.L. Allen	150. 0. 0	
J.M. Allen	150. 0. 0	
C.A. Wiles	150. 0. 0	
E.A. Wiles	150. 0. 0	
L.D. Bertinshaw	150. 0. 0	
E.J. Bertinshaw	150. 0. 0	
W.A. Spence	150. 0. 0	20
J.A. Spence	150. 0. 0	
B.M. Watson	300. 0. 0	
J.M. Selway	425. 0. 0	
M.A. O'Connor	425. 0. 0	
M.J. Swan	425. 0. 0	
J.A. Anderson	425. 0. 0	
Dolcie Cadis	25. 0. 0	
	<hr/>	
	£4,650. 0. 0	
	<hr/> <hr/>	

"B" SECTION CORPUS ACCOUNT:

K.J.J. Atkinson	806. 2. 7	30
N.J. Atkinson	590. 7. 11	
D.L. Peate	590. 8. 0	
M. Peate	590. 8. 0	
J.A.L. Allen	848. 8. 0	
J.M. Allen	445. 14. 8	
C.A. Wiles	3,651. 1. 4	
E.A. Wiles	440. 8. 0	
L.D. Bertinshaw	489. 7. 0	
E.J. Bertinshaw	440. 8. 0	
W.A. Spence	710. 12. 8	40
J.A. Spence	455. 1. 4	
	<hr/>	
	£10,058. 7. 6	
	<hr/> <hr/>	

Exhibit V Statement  
of corpus account of  
A.E. Westbank Super-  
annuation Fund as at  
30th June 1960

Exhibit W Newspaper  
cutting

DOCTOR

REBATE

STANDS

CANBERRA, Thursday. - The Federal Government will ensure that medical expenses paid to doctor companies would be allowed as tax deductions.

If necessary, the Government will legislate to ensure this.

10

The Treasurer, Sir Arthur Fadden, has given this assurance in a written answer to questions of notice asked by Mr. Ward (Labour, N.S.W.).

"The Sun" last week disclosed that the Taxation Department had ruled that medical fees paid to doctors who had formed themselves into companies were not allowable deductions for tax purposes.

Doctors have formed the companies with their families to bring themselves under a smaller taxation scale.

20

Under the Taxation Act, it was said, deductions for medical expenses could be

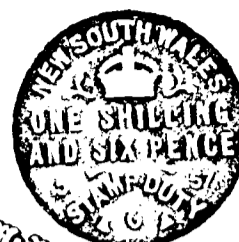
Estimated Earnings:

£ 4202

Policy No. W2371502

Premium:

£ 14,2.1.  
(Subject to adjustment as provided below.)



# THE LONDON & LANCASHIRE INSURANCE COMPANY LIMITED.

(Incorporated in England)

FIRE - MARINE - ACCIDENT

New South Wales Branch:  
9/11 HUNTER STREET, SYDNEY

## Workers' Compensation Act, 1926, as Amended. EMPLOYERS' INDEMNITY POLICY (GENERAL)

Whereas by virtue of the Workers' Compensation Act, 1926, as amended (hereinafter called the Act) it is provided that every employer shall obtain from an insurer licensed under the Act to carry on business in the State, a Policy of Insurance or Indemnity for the full amount of his liability under the Act to all workers employed by him and for an amount of at least three thousand pounds in respect of his liability independently of the Act for any injury to any such worker and shall maintain such Policy in force and WHEREAS A.E. WESTBANK PTY. LTD.

of 204 WOLLOMBI RD., CESSNOCK.

(hereinafter called the Employer)

is the owner of the business of MEDICAL PRACTICE and no other for the purpose of this indemnity at CUMBERLAND ST., CESSNOCK, MAIN ST., CESSNOCK, & AS ABOVE in the State of New South Wales, and has made to THE LONDON & LANCASHIRE INSURANCE COMPANY LIMITED an Insurer licensed under the Act (hereinafter called the Insurer) a written Proposal and Declaration, dated the TWENTY-THIRD day of AUGUST 1957, containing certain particulars and statements which it is hereby agreed shall be the basis of this contract and be considered as incorporated herein.

Now this Policy Witnesseth that in consideration of the payment by the Employer to the Insurer of the abovementioned Premium (which Premium is subject to adjustment as hereinafter provided) IF, between the TWENTY-THIRD day of AUGUST 1957, and Four o'clock in the afternoon of the TWENTY-THIRD day of AUGUST 1958, and thereafter to Four o'clock in the afternoon of the last day of any subsequent period in respect of which the Premium shall have been paid to and accepted by the Insurer, the Employer shall be liable to pay compensation under the Act to or in respect of any person who is or is deemed by the Act to be a worker of such Employer or to pay any other amount not exceeding three thousand pounds in respect of his liability independently of the Act for any injury to any such person, THEN, and in every such case the Insurer will indemnify the Employer against all such sums for which the Employer shall be so liable; the Insurer will also pay all costs and expenses incurred with the written consent of the Insurer in connection with the defence of any legal proceedings in which such liability is alleged. PROVIDED that this Policy shall not extend to any business or occupation other than that described herein, unless and until particulars thereof shall have been supplied to and accepted by the Insurer and the acceptance of such extension endorsed hereon by the Insurer. AND it is hereby further agreed that the above indemnity is made subject to the due and proper observance and fulfilment by the Employer of the conditions hereunder, AND the Insurer shall be (a) directly liable to any worker, and, in the event of his death, to his dependents, to pay the compensation or other amount for which the Employer is liable and in respect of which the Employer is indemnified under this Policy; and (b) bound by and subject to any judgment, order, decision, or award given or made against the Employer under the provisions of the Act or in respect of his liability independently of the Act and in respect of which the Employer is indemnified under this Policy. PROVIDED lastly that this Policy shall be subject to the Act and the Rules and Regulations made thereunder, all of which shall be deemed to be incorporated in and form part of this Policy.

In Witness whereof, We a Director of the said Company and the authorised Attorney thereof have hereunto set our hands this FOURTEENTH FIFTY SEVEN day of OCTOBER one thousand nine hundred and fifty seven  
*[Signature]* Director.  
*[Signature]* Agent and Attorney of the said Company at Sydney, N.S.W.

Examined *[Signature]*

Exhibit X Workers  
Compensation Policy  
of A.E. Westbank Pty.

**CONDITIONS.**

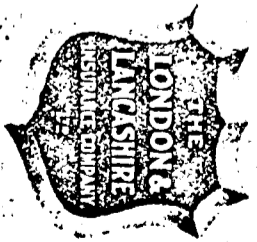
**Exhibit X Workers Compensation Policy of A.E. Westbank Pty. Limited.**

- 1. **NOTICES.**—Every notice or communication to be given or made under this Policy shall be delivered in writing at the Office of the Insurer from which the Policy has been issued.
- 2. **CLAIMS.**—The Employer shall give notice to the Insurer of any personal injury as soon as practicable after information as to the happening of such, or of any incapacity arising therefrom, comes to the knowledge of the Employer or of the Employer's representative for the time being, and shall forward to the Insurer forthwith after receipt thereof, every written notice of claim or proceedings, and all information as to any verbal notice of claim or proceedings.
- 3. **EMPLOYER NOT TO MAKE ADMISSIONS.**—The Employer shall not, without the written authority of the Insurer, incur any expense of litigation, or make any payment, settlement, or admission of liability in respect of any injury to or claim made by any worker.
- 4. **DEFENCE OF PROCEEDINGS.**—The Insurer shall in respect of anything indemnified under this Policy, including the bringing, defending, enforcing or settling of legal proceedings for the benefit of the Insurer, be entitled to use the name of the Employer. The Employer shall give all necessary information and assistance, and forward all documents to enable the Insurer to settle or resist any claim as the Insurer may think fit.
- 5. **SUBROGATION.**—The Insurer shall be entitled to use the name of the Employer in any proceedings to enforce, for the benefit of the Insurer, any order made for costs or otherwise, and shall have the right of subrogation, in respect of all rights which the Employer may have against any person or persons who may be responsible to the Employer, or otherwise in respect of any claim for any injury covered by this Policy, and the Employer shall as and when required execute any necessary documents for the purpose of vesting such rights in the Insurer.
- 6. **PRECAUTIONS.**—The Employer shall take all reasonable precautions to prevent injury.
- 7. **INJURY.**—So far as reasonably practicable no alteration or repair shall, without the consent of the Insurer, be made in any ways, works, machinery or plant, after any injury to a worker shall have occurred in connection therewith, until the Insurer shall have had an opportunity of examining the same.
- 8. **INSPECTION.**—The Insurer shall have the right and opportunity at all reasonable times to inspect the plant, works, machinery and appliances used in the Employer's business.

- 9. **PREMIUM.**—The first and every subsequent premium that may be accepted shall be regulated by the amount of wages, salaries, and all other forms of remuneration paid or allowed to workers during each period of indemnity.
- 10. **WAGES BOOK MUST BE KEPT.**—The name and earnings of every worker employed by the Employer shall be entered regularly in a proper Wages Book, so that a record may exist of such Workers as are entitled to call upon the Employer for compensation.
- 11. **ADJUSTMENT OF PREMIUM.**—The Employer shall at all times allow any Officer duly authorised by the Insurer to inspect the Wages Book, and shall supply the Insurer with a correct account of all wages, salaries, and other forms of remuneration paid or allowed during any period of indemnity, within one month from the expiry of such period of indemnity, and if the total amount shall differ from the amount on which premium has been paid, the difference in premium shall be met by a further proportionate payment to the Insurer, or by a refund by the Insurer, as the case may be, subject always to the retention by the Insurer of the Minimum Premium stated in the Proposal.
- 12. **ASSIGNMENT.**—The assignment of interest under this Policy shall bind the Insurer, unless the written consent of the Insurer is endorsed hereon.
- 13. **CANCELLATION OF POLICY.**—The Insurer may at any time, by giving written notice to the Employer, cancel this Policy. The notice of cancellation shall be posted to the Employer at the within mentioned address, and the cancellation of the Policy shall be effective on the expiration of seven clear days from the date of posting the said notice. Notwithstanding the cancellation of the Policy as aforesaid, the Employer shall furnish a statement of wages showing the amount paid up to the time of cancellation, and the premium for the period of insurance prior to cancellation shall be adjusted on a pro rata basis in the manner provided by Condition 11 of this Policy. Provided that the Policy may not be cancelled without the consent of the Workers' Compensation Commission first had and obtained.
- 14. **NO WAIVER OF CONDITIONS.**—No condition or provision of this Policy shall be waived or altered unless the consent of the Insurer be previously obtained and signified by endorsement hereon, nor shall notice to any agent, nor shall knowledge possessed by any agent, or by any person be held to effect a waiver or alteration in this contract, or any part of it.

IN THE HIGH COURT OF AUSTRALIA  
 Cor. to: (MENZIES J)  
 21.9.1952  
 Peck v Commissioner of Taxation  
 Appellant: ESTIMATE X  
 ES, JAMES  
 ASSOCIATE

**EMPLOYERS' INDEMNITY POLICY (GENERAL)**



901 HUNTER STREET, SYDNEY.  
 New South Wales, Australia.

**Policy No. V 2371522**

NAME OF INSURED.

**A. E. WESTBANK PTY. LTD.**

Expires **23rd August, 1958**

at 4 p.m.

For your protection it is incumbent upon you to read your Policy and its Conditions to ascertain that it is made out in accordance with your intentions.

75194 John Andrew & Co., Printers, Sydney.





# Application for Order for Payment of Judgment Debt by Instalments, Verifying Affidavit, and Notice of Hearing

SMALL DEBTS RECOVERY ACT, 1912, AS AMENDED BY SUBSEQUENT ACTS,  
SEC. 42, AND RULE NO. 19A.

IN THE COURT OF PETTY SESSIONS }  
HOLDEN AT CESSNOCK }

No. of Plaintiff 416 of 19 59

BETWEEN

A.E. WESTBANDK PTY. LIMITED Plaintiff

and

W. INGALL (a male) Defendant.

I, the abovenamed defendant, do hereby apply to the Court for an order that payment of the amount of the judgment debt in this action be made by instalments of **TEN SHILLINGS** per **WEEK** and that a stay of proceedings herein be granted until the hearing of this application, on the grounds appearing in my affidavit filed herewith.

See note below.

Dated this **fourteenth** day of **December** 19 **59**

(Signature of Defendant) < *W. Ingall*

(Address) **19 Greta Street, Aberdare.**

## VERIFYING AFFIDAVIT.

I, the abovenamed defendant, make oath and say:—

1. I am a married man with a wife and five children to support.
2. My average weekly earnings would be £20.0.0 net.
3. I have other debts to meet which would amount to approximately £150, and am paying £2 to £3 per week off those debts.
4. I am the Judgment Debtor in an action commenced by Latec Investments Limited, and there is approximately £30 outstanding on the Judgment debt.

Here set out the grounds of the application.

File  
10.12.59  
172

TAKEN and sworn at **Cessnock**

this **fourteenth** day of **December**,  
19 **59** before me

(Signature) *W. Ingall*

Justice of the Peace.

## NOTICE OF HEARING.

TAKE NOTICE that this application will be heard at this Court at **Cessnock** on **Tuesday** the **23rd** day of **February** 19 **60**, at **ten** of the clock in the **fore** noon.

Dated this **11th** day of **February**, 19 **60**.

To THE PLAINTIFF AND THE DEFENDANT.

Registrar of the Court.

NOTE.—Section 42 provides—

(a) That upon lodgment with the Registrar, the application operates as a stay of proceedings upon the judgment until the hearing of the application, provided that such stay of proceedings shall not operate for a greater period than 10 days, except upon the order of a Stipendiary Magistrate; and (b) the stay of proceedings operates only in respect of one such application.

**K. ATKINSON**  
186 WOLLOMBI RD.  
CESSNOCK  
PHONE: RESIDENCE 570

**D. L. PEATE**  
204 WOLLOMBI RD.  
CESSNOCK  
PHONE: RESIDENCE 377

**W. A. SPENCE**  
1 COX STREET  
BELLBIRD  
PHONE: RESIDENCE 489

TELEPHONE OF SURGERY: 377

*Memorandum of Fees for Medical Services*

DATE	PATIENT	SERVICE	FEE	PAID
		ACCOUNT RENDERED		
		To professional services rendered between 26.2.1959 and 18.3.1959 details of which have already been supplied to the defendant	31 11 6	

DUE £	31 11 6
-------	---------

//r W. Ingall  
19 Greta St.,  
Aberdare.

# Default Summons.

(ORIGINAL.)

"SMALL DEBTS RECOVERY ACT, 1912,"  
AS AMENDED BY SUBSEQUENT ACTS

NEW SOUTH WALES,  
TO WIT.  
IN THE COURT OF PETTY SESSIONS,  
HOLDEN AT CESSNOCK

No. of Plaint 416 of 19 59

Between

A.E. RESIDENCE PTY. LIMITED

Plaintiff,

and

A. INGALL (A BALE)

Defendant.

To THE DEFENDANT.

TAKE NOTICE that the abovenamed plaintiff claims that you are indebted to him in the sum mentioned hereunder, particulars of which are annexed hereto; and that unless you file notice of defence, or of set-off, at this Court in the manner and within the time hereunder stated, the plaintiff may have judgment entered in his favour for the sum claimed and costs without further notice to you.

Dated this 11th day of DECEMBER 1959 .

	£	s.	d.
Claim	31	11	6
Fees for Plaintiff and service	1	2	-
Total amount of debt and costs	32	13	6
Additional Bailiff's Fees (if any)			

*[Handwritten Signature]*  
Registrar of the Court.

1. Notice of grounds of defence, which must be in duplicate, signed by yourself or your attorney and verified by affidavit, must be filed with the Registrar of the Court within **ten days** after personal service of this summons upon you, or, if service of the summons has not been personal, then within **fourteen days** after the granting of leave to proceed as if personal service had been effected.
2. Where you intend to rely upon a set-off against any of the claims of the plaintiff, particulars thereof, in duplicate, verified by affidavit, must be filed with the Registrar within the time mentioned in paragraph (1).
3. If you file notice of defence, or of set-off, you will be notified by post of the date on which the Court will hear this action.

YOU MUST FILE A NOTICE OF DEFENCE, OR SET-OFF, IN THE MANNER STATED, IF YOU DISPUTE THE CLAIM IN ANY WAY.

(SEE BACK.)

IN THE

AFFIDAVIT OF SERVICE.

COURT OF PETTY SESSIONS

On this fourteenth day of December 19 59  
at EAST MANSFIELD in the said State

HOLDEN AT

I (full name) WALTER BURNINGTON  
of (address) 100 ...

Cessnock

IN THE STATE OF NEW SOUTH WALES.

(Occupation) Builder

No. 416 of 19 59

being duly sworn, make oath and saith as follows:—I did on the eleventh

DEFAULT SUMMONS

day of December, 19 59, serve

M. J. WOODMAN PIY. NIPINIP

a duplicate of the within summons on the within-named Defendant by delivering the same to him personally at 100 ... Street, ...

(Plaintiff.)

versus

M. J. WOODMAN (Defendant)

(Defendant.)

(or) \_\_\_\_\_

JUDGMENT (by default) for PLAINTIFF

(Where no defence entered and affidavits filed by Plaintiff under Section 28.)

(Signature)

*[Handwritten signature]*

SWORN by the Deponent on the day first above mentioned before me,—

A Justice of the Peace.

† It is this day adjudged that the Plaintiff do recover against the Defendant

the sum of £ 01 : 11 : 0 for debt, and £ 1 : 1 : 0 for costs, amounting together to the sum of £ 02 : 12 : 0.

And it is ordered that the Defendant do pay the same to the Registrar of the Court forthwith.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

By the Court.

(Fee 3/-)

Registrar of the Court.

In any case in which a defence has been entered, this form of judgment must not be used, but should be struck out.

† Strike out if not required.

AFFIDAVIT VERIFYING CLAIM.

(Fee, 4/-)

I, Maureen O'Coonor of 2 Cooper St. Cessnock, in the State of New South Wales, Clerk make oath and say:—

1. I am (~~the Attorney~~ or Agent) of the abovenamed plaintiff.

2. The abovenamed defendant is indebted to the abovenamed plaintiff in the sum of thirty one pounds eleven shillings and six pence, for professional services rendered the particulars whereof ~~are herewith enclosed~~

~~are as follows:~~

Professional services between 26.2.59 and 18.3.59....

SWORN at Cessnock in the State of New South Wales, this 11th day of February 19 60, before me,

A Justice of the Peace.

† Date defence entered 19  
† Date for hearing 19  
† Court's decision:—

*[Handwritten notes and signatures]*

Exhibit Y Sample Sundry Maistrate.

Exhibit Y Sample  
default summonses

J. A. L. ALLEN  
1 COOPER STREET  
CESSNOCK  
PHONE: 146

A. E. WESTBANK PTY. LTD  
TELEPHONE: 146

W. J. PITSCH  
26 CUMBERLAND ST  
CESSNOCK  
PHONE: 188

*Memorandum of Fees for Medical Services*

Date	Patient	Service	Fee	Paid
		ACCOUNT RENDERED		
		To professional service rendered on the 23/12/59 details which have already been supplied to the defendant.	1 5 0.	

Due £	
-------	--

*Mr.* Arch Cameron,  
Sunshine Cafe,  
Vincent Street,  
Cessnock.

C.80.

~~The Plaintiff complains that the~~ Plaintiff is indebted  
in the sum of £ as shown hereon, which the  
defendant neglects and refuses to pay and the Plaintiff  
therefore claims the same.

# Default Summons.

(ORIGINAL.)

"SMALL DEBTS RECOVERY ACT, 1912,"  
AS AMENDED BY SUBSEQUENT ACTS

NEW SOUTH WALES,  
TO WIT.  
IN THE COURT OF PETTY SESSIONS,  
HOLDEN AT CESSNOCK

No. of Plaint 514 of 1960

Between A.E. WESTBANK PTY.LTD.

Plaintiff,

and

Defendant.

ARCH CAMERON,

To THE DEFENDANT.

TAKE NOTICE that the abovenamed plaintiff claims that you are indebted to him in the sum mentioned hereunder, particulars of which are annexed hereto; and that unless you file notice of defence, or of set-off, at this Court in the manner and within the time hereunder stated, the plaintiff may have judgment entered in his favour for the sum claimed and costs without further notice to you.

Dated this 15th. day of December, 19 60.

	£	s.	d.
Claim	1	5	-
Fees for Plaintiff and service	-	18	-
Total amount of debt and costs	2	3	-
Additional Bailiff's Fees (if any)			

Registrar of the Court.

1. Notice of grounds of defence, which must be in duplicate, signed by yourself or your attorney and verified by affidavit, must be filed with the Registrar of the Court within ten days after personal service of this summons upon you, or, if service of the summons has not been personal, then within fourteen days after the granting of leave to proceed as if personal service had been effected.
2. Where you intend to rely upon a set-off against any of the claims of the plaintiff, particulars thereof, in duplicate, verified by affidavit, must be filed with the Registrar within the time mentioned in paragraph (1).
3. If you file notice of defence, or of set-off, you will be notified by post of the date on which the Court will hear this action.

**YOU MUST FILE A NOTICE OF DEFENCE, OR SET-OFF, IN THE MANNER STATED, IF YOU DISPUTE THE CLAIM IN ANY WAY.**

(SEE BACK.)

AFFIDAVIT OF SERVICE.

IN THE COURT OF PETTY SESSIONS

On this ~~twentieth~~ day of ~~December~~ 19 ~~60~~ at ... in the said State I (full name) ... of (address) ... (Occupation) ... being duly sworn, make oath and saith as follows:—I did on the ~~nineteenth~~ day of ~~December~~, 19 ~~60~~, serve, a duplicate of the within summons on the within-named Defendant by delivering the same to him personally at Vincent Street, Cessnock.

HOLDEN AT

CESSNOCK

IN THE STATE OF NEW SOUTH WALES.

No. 514 of 19 60

DEFAULT SUMMONS

A. E. WESIBANK PTY. LTD. (Plaintiff.)

versus

ARCH CAMERON, (Defendant.) Sunshine Cafe, Vincent St., Cessnock.

JUDGMENT (by default) for PLAINTIFF

(Where no defence entered and affidavits filed by Plaintiff under Section 28)

† It is this day adjudged that the Plaintiff do recover against the Defendant

the sum of £ : : for debt, and £ : : for costs, amounting together to the sum of £ : : .

And it is ordered that the Defendant do pay the same to the Registrar of the Court forthwith.

Dated the ... day of ... 19 ... By the Court.

(Fee 3/-) Registrar of the Court.

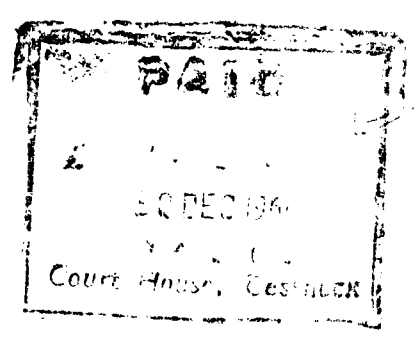
In any case in which a defence has been entered, this form of judgment must not be used, but should be struck out.

† Strike out if not required.

† Date defence entered ... 19 ...

† Date for hearing ... 19 ...

† Court's decision:—



(Signature) [Handwritten Signature] SWORN by the Deponent on the day first above mentioned before me,—

[Handwritten Signature] A Justice of the Peace.

AFFIDAVIT VERIFYING CLAIM.

(Fee, 4 -)

I, ... of ... in the State of New South Wales, make oath and say:—

- 1. I am (the Attorney (or Agent) of) the abovenamed plaintiff.
2. The abovenamed defendant is indebted to the abovenamed plaintiff in the sum of ... pounds ... shillings and ... pence, for the particulars whereof are hereunto annexed marked "A" (or) are as follow:—

SWORN at ... in the State of New South Wales, this ... day of ... 19 ... , before me,

A Justice of the Peace.



K. ATKINSON  
186 WOLLOMBI RD.  
CESSNOCK  
PHONE: RESIDENCE 570

D. L. PEATE  
204 WOLLOMBI RD.  
CESSNOCK  
PHONE: RESIDENCE 377

W A SPENCE  
1 COX STREET  
BELLB RD  
PHONE RESIDENCE 489

TELEPHONE OF SURGERY: 377

*Memorandum of Fees for Medical Services*

DATE	PATIENT	SERVICE	FEE	PAID
		ACCOUNT RENDERED		
		To professional services rendered between 22.4.58 and 30.7.1959 details of which have already been supplied to the defendant	16.8 -	

DUE £	16.8
-------	------

u // Mr Dennis  
24 Macquarie Ave.  
Cessnock

# Default Summons.

(ORIGINAL.)

"SMALL DEBTS RECOVERY ACT, 1912."  
AS AMENDED BY SUBSEQUENT ACTS

NEW SOUTH WALES,  
TO WIT.  
IN THE COURT OF PETTY SESSIONS,  
HOLDEN AT CESSNOCK

} No. of Plaintiff 415 of 19 59

Between

A.E. WESTBANK PTY. LIMITED. Plaintiff,

and

FRANK (A MILE) Defendant.

TO THE DEFENDANT.

TAKE NOTICE that the abovenamed plaintiff claims that you are indebted to him in the sum mentioned hereunder, particulars of which are annexed hereto; and that unless you file notice of defence, or of set-off, at this Court in the manner and within the time hereunder stated, the plaintiff may have judgment entered in his favour for the sum claimed and costs without further notice to you.

Dated this THIRD day of DECEMBER 19 59.

	£	s.	d.
Claim	16	18	-
Fees for Plaintiff and service	<u>1</u>	-	-
Total amount of debt and costs	17	18	-
Additional Bailiff's Fees (if any)	<u>          </u>		

*[Handwritten Signature]*  
Registrar of the Court.

1. Notice of grounds of defence, which must be in duplicate, signed by yourself or your attorney and verified by affidavit, must be filed with the Registrar of the Court within **ten days** after personal service of this summons upon you, or, if service of the summons has not been personal, then within **fourteen days** after the granting of leave to proceed as if personal service had been effected.
2. Where you intend to rely upon a set-off against any of the claims of the plaintiff, particulars thereof, in duplicate, verified by affidavit, must be filed with the Registrar within the time mentioned in paragraph (1).
3. If you file notice of defence, or of set-off, you will be notified by post of the date on which the Court will hear this action.

YOU MUST FILE A NOTICE OF DEFENCE, OR SET-OFF, IN THE MANNER STATED, IF YOU DISPUTE THE CLAIM IN ANY WAY.

(SEE BACK.)



K. ATKINSON  
SURGERY:  
204 WOLLOMBI RD. CESSNOCK  
PHONE: 377

D. L. PEATE

W. A. SPENCE

NO 1404

RECEIVED WITH THANKS FROM  
*M Farrelly*  
TOTAL £ 17.6

BY CHEQUE  
BRANCH  
AMOUNT  
DATE  
BY CASH  
AMOUNT  
DATE

MEDICAL SERVICES  
DATE

RUFA 15195

*[Handwritten signature]*

PER:

K. ATKINSON  
SURGERY:  
204 WOLLOMBI RD. CESSNOCK  
PHONE: 377

D. L. PEATE

W. A. SPENCE

NO 1302

RECEIVED WITH THANKS FROM  
*M Farrelly*  
TOTAL £ 11.9.6

BY CHEQUE  
BRANCH  
AMOUNT  
DATE  
BY CASH  
AMOUNT  
DATE

MEDICAL SERVICES  
DATE

RUFA 15195

*[Handwritten signature]*

PER:

K. ATKINSON  
SURGERY:  
204 WOLLOMBI RD. CESSNOCK  
PHONE: 377

D. L. PEATE

W. A. SPENCE

NO 657

RECEIVED WITH THANKS FROM  
*M Farrelly*  
TOTAL £ 5.8.6

BY CHEQUE  
BRANCH  
AMOUNT  
DATE  
BY CASH  
AMOUNT  
DATE

MEDICAL SERVICES  
DATE

RUFA 15195

*[Handwritten signature]*

PER:

K. ATKINSON

D. L. PEATE

186 WOLLOMBI RD.  
CESSNOCK

W A SPENCE

204 WOLLOMBI RD.  
CESSNOCK

PHONE: RESIDENCE 570

COX STREET  
BELLBIRD

PHONE: RESIDENCE 377

PHONE: RESIDENCE 489

TELEPHONE OF SURGERY: 377

*Cap Peate*

*Memorandum of Fees for Medical Services*

DATE	PATIENT	SERVICE	FEE	PAID
		ACCOUNT RENDERED		
10 11 57		Home visit		
11 11 57		Home visit	17	
17 12 57		consultation	15	
30 1 58		Injection	18 6	
31 1 58		injection	18 6	
1 2 58		Injection	18 6	
18 2 58		consultation	17 6	
24 2 58		Injection	18 6	
3 2 58		Injection	18 6	
5 3 58		consultation	17 6	
6 - 7		consultation	17 6	
15 1 58		consultation	17 6	

DUE \$ 57 9 6

//

D. L. PEATE  
MAIN STREET,  
CESSNOCK  
TELEPHONE 377

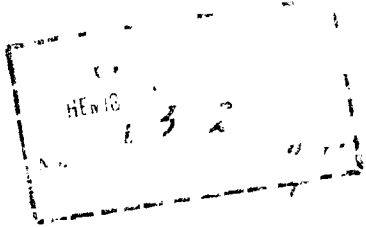
K. J. J. ATKINSON  
186 WOLLOMBI RD.,  
CESSNOCK  
TELEPHONE 570

W. A. SPENCE  
1 COX STREET,  
BELLBIRD  
TELEPHONE 489

HOURS:  
MONDAY TO FRIDAY  
11 TO 12  
3 TO 4.30  
SATURDAY  
9.30 TO 10.30

22. 2 55

*MISSIE ...*  
*...*  
*...*



*10*  
*Sy. ...*  
*iv*



K. ATKINSON  
SURGERY:  
204 WOLLOMBI RD, CESSNOCK  
PHONE: 377

D. L. PEATE

W A SPENCE

\* 2419

MEDICAL SERVICES

NO.	DATE	RECEIVED WITH THANKS FROM	TOTAL	BY CHEQUE		BY CASH	
				ON	BRANCH	AMOUNT	DATE
2419	2/3/59	<i>M. Tompkins</i>	£ 15.				

*W.A. Spence*

PER:

**RUFA** 18105

K. ATKINSON

186 WOLLOMB RD.  
CESSNOCK

PHONE: RES. E 570

W. A. SPENCE

COX STREET  
BELLBIRD

PHONE: RESIDENCE 489

D. L. PEATE

204 WOLLOMBI RD.  
CESSNOCK

PHONE: RESIDENCE 377

TELEPHONE OF SURGERY: 377

*Memorandum of Fees for Medical Services*

DATE	PATIENT	SERVICE	FEE	PAID
		ACCOUNT	15	

DUE £	15
-------	----

*11<sup>th</sup> Faraday.  
Halcyon St  
CESSNOCK*





No. 4737

D. L. PEATE

K. ATKINSON

SURGERY: 204 WOLLOMBI RD, CESSNOCK  
PHONE: 377

W. A. SPENCE

1/16/76

NO.	DATE	RECEIVED WITH THANKS FROM	TOTAL	BY CHEQUE		AMOUNT	BY CASH	
				ON	BRANCH			DATE
4737	1/16/76	Mr. Fairway £47.6				47.6		1/16/76

MEDICAL SERVICES

PER: *[Signature]*

RUFU ORGANIZATION 15105

A. E. WESTBANK PTY. LIMITED

K. ATKINSON

D. L. PEATE

186 WOLLOMBI RD.  
CESSNOCK

W. A. SPENCE

204 WOLLOMBI RD.  
CESSNOCK

PHONE: RESIDENCE 570

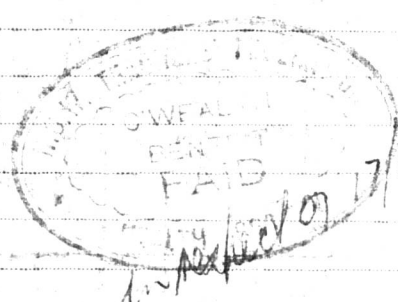
1 COX STREET  
BELLBIRD

PHONE: RESIDENCE 377

PHONE: RESIDENCE 489

TELEPHONE OF SURGERY: 377

*Memorandum of Fees for Medical Services*

DATE	PATIENT	SERVICE	FEE	PAID
19 12 57	Wife	Consultation	17 6	
		ACCOUNT RENDERED	17 6	
				

DUE £ 1 15

*M. Faraday  
Halcyon Street,  
Cessnock.*



Exhibit AA List of  
Directors of A. E.  
Westbank Pty.  
Limited and of dates  
of commencement of  
payment of service  
fees

DIRECTORS OF A. E. WESTBANK PTY. LIMITED 29.6.1956 -

W. Berge Phillips.

E. Berge Phillips.

10

-----  
18. 8.1956 Dr. Charles Angus Wiles.

Dr. Desmond Lees Peate

Dr. Kenneth John James Atkinson.

Dr. Benjamin Short

Dr. Leonard Dolan Bertinshaw

Dr. Joseph Arthur Lancelot Allen

Dr. William Allen Spence

Dr. Daryl Willard Lawson.

19.11.1958 G. Dalton Pty. Limited withdraws  
services of Dr. Benjamin Short.

20

4.11.1959 Dr. Benjamin Short resigns as  
Director

1.10.1959 W. Gladstone Pty. Limited withdraws  
services of Dr. Charles Angus Wiles

1.10.1959 Dr. Werner Pitsch  
Dr. Wendy Cook  
commence to receive service fee

Exhibit AA List of  
Directors of A. E.  
Westbank Pty.  
Limited and of dates  
of commencement of  
payment of service  
fees

EXHIBIT BB List of  
service fees on con-  
tract - credit basis

A. E. WESTBANK PTY. LIMITED

Service Fees on Contract - Credit Basis

Year Ended 30th June 1958

W. Raleigh Pty. Limited	14.00%	5820. 8. 8	
W. Gladstone Pty. Limited	14.00%	5820. 8. 8	
Repton Pty. Limited	12.50%	5196.16. 4	
C. Hinton Pty. Limited	12.50%	5196.16. 4	10
Carban Pty. Limited	12.50%	5196.16. 4	
G. Dalton Pty. Limited	12.50%	5196.16. 4	
T. Neville Pty. Limited	11.00%	4573. 4. 0	
C. Marlow Pty. Limited	11.00%	4573. 4. 0	
		<hr/>	
		£41574.10. 8	
		<hr/>	

Year Ended 30th June 1959.

W. Raleigh Pty. Limited	14.993%	5155.12. 3	
W. Gladstone Pty. Limited	14.993%	5155.12. 3	
Repton Pty. Limited	13.681%	4704. 5. 8	
C. Hinton Pty. Limited	13.681%	4704. 5. 8	20
Carban Pty. Limited	13.681%	4704. 5. 8	
G. Dalton Pty. Limited	4.235%	1456. 7. 2	
T. Neville Pty. Limited	12.368%	4252.18. 2	
C. Marlow Pty. Limited	12.368%	4252.18. 1	
		<hr/>	
		£34386. 4.11	
		<hr/>	

Year Ended 30th June 1960.

W. Raleigh Pty. Limited	15.815%	5271. 4. 4	
W. Gladstone Pty. Limited	5.022%	1674. 1. 6	
Repton Pty. Limited	14.121%	4706. 8. 9	
C. Hinton Pty. Limited	14.121%	4706. 8. 9	30
Carban Pty. Limited	14.121%	4706. 8. 9	
T. Neville Pty. Limited	13.582%	4527. 1. 5	
C. Marlow Pty. Limited	13.582%	4527. 1. 5	
Dr. V. Pitsch	5.011%	1670. 2. 0	
Dr. W. Cook	4.625%	1541.12. 7	
		<hr/>	
		£33330. 9. 6	
		<hr/>	

Exhibit 1 Photostat  
copy of consent to  
issue of "C" and "D"  
class shares in W.  
Raleigh Pty. Limited

CONSENT

We, Desmond L. Peate and Margaret Peate  
being all the Directors for the time being of  
W. Raleigh Pty. Limited do hereby consent to the  
issue of shares in the capital of the Company, as  
follows:- 10

William Berge Phillips 15 "C" Class Shares  
William Berge Phillips 15 "D" Class Shares

upon the following conditions:-

- (a) The holders thereof shall not have the  
right to vote on winding up or other-  
wise.
- (b) The holders thereof shall have the right  
to receive on winding up or otherwise  
only such dividends as the Directors  
shall at that time or from time to time  
determine. 20
- (c) The shares shall rank equally with the  
Ordinary Shares of the Company as to  
return of capital on winding up but  
shall not confer the right to partici-  
pate in any surplus assets on winding  
up.

D. L. Peate

Margaret Peate 30

Exhibit 2 Sample of  
N.H.S. Pensioner's  
Benefit Prescription  
Form.

N.H.S.

PENSIONER'S BENEFIT

D. L. PEATE  
Main Street,  
Cessnock

K. ATKINSON  
186 Wollombi Rd.,  
Cessnock

W. A. SPENCE  
1 Cox Street,  
Bellbird

Telephone 377

Telephone 570

Telephone 489 10

Hours

10/9/58

Monday to Friday

E. HARRISON  
Ash St  
Cessnock

11 to 12

3 to 4.30

Saturday

9.30 to 10.30

1G Achromycin

250 mgm

XVI

R 62

••  
 $\frac{\cdot}{N}$

Stat to be for a  
specified Disease

99/6

•  
 $\frac{\cdot}{i}$

D. L. Peate



CHQ. NO.	APPROX. DATE OF DEPOSIT	DRAWER	AMOUNT	FAYEE	DATE PAID	ENDORSEMENTS
		A.N.Z. Cessnock				
	20. 3.60	D.C.Bivens & Emery	£2. 2. 0	Unable to locate chq. at A.N.Z. on date shown		
				do.		
	11. 4.60	R.E.Hamilton	14. 3. -	Unable to locate chq. at A.N.Z. on date shown		
	11. 4.60	NFA - see chq. same name below				
	19. 4.60	John Tinkler	£7. 5. -	Dr. Bertinshaw	20. 4.60	Dr. L.A.Bertinshaw per Anderson
	29. 4.60	I.Ridley	2. 2. -	Unable to locate on date shown at A.N.Z.		
	3. 5.60	David C.Bivens & Emery Trust A/c	10.10. -	Drs. Peate Atkinson Spence	3. 5.60	* See Below
	3. 5.60	Woodgate & Cleaves Trust A/c	26. 6. -	D.L.Peate	3. 5.60	D.L.Peate per M.O'Connor
	19. 5.60	W.Peden	2. 2. -	Dr. D.L.Peate	19. 5.60	D.L.Peate per M.O'Connor (Bearer Chq.)
	20. 5.60	R.N.O'Hearn	1. 1. -	Dr. W.A.Spence	21. 5.60	W.A.Spence
	20. 5.60	K.H. & D.Donnolly	4.14. 6	Dr. K.Atkinson	21. 5.60	Nil
	30. 5.60	Richardson	39. -. 6	Unable to locate at A.N.Z. on date shown		
	14. 6.60	F.J.Sternbeck	1.15. -	" " " "		

\* Receipt Form on back of cheque shows:- Received from David C. Bivens & Emery the sum of £10.10. 0 being Re Dorothy Edne Lind D.L.Peate, K.Atkinson & W.A.Spence per M.O'Connor no other endorsement necessary etc. DUTY STAMP

<u>CHQ. NO.</u>	<u>APPROX. DATE OF DEPOSIT</u>	<u>DRAWER</u>	<u>AMOUNT</u>	<u>PAYEE</u>	<u>DATE PAID</u>	<u>ENDORSEMENTS</u>
	(59)					
	3. 4.59	J.Gray	2.16. 0	Unable to locate chq. at A.N.Z. on date shown		
	3. 4.59	J.Gray	1. 1. 0	Do.		
	21. 4.59	J.Weston	2.19. 6	do.		
	21. 4.59	Emery	1.12. 6	do.		
	8. 5.59	B.Kengi	4. 0. 0	do.		
$\frac{2}{A}$ 633411	13. 5.59	H.George	6. 0. 0	Dr. D.M.Lawson	14. 5.59	D.W.Lawson per J.Anderson
$\frac{14}{F}$ 771435	13. 5.59	Kenneth Blair	17. 6	Dr. D. Lawson	14. 5.59	D.Lawson per J.Anderson
	15. 5.59	Davey	17. 6	Unable to locate chq. at A.N.Z. on date shown		
$\frac{2}{P}$ 586328	22. 5.59	H.M.Douglas	3.10. 0	D.L.Peate	23. 5.59	Nil

Information obtained from A.N.Z. Bank Cessnock to-day. Re chqs. which could not be located, bank advised had only checked 1 day after date (Sgd.) F. Hayes. 30.8.62.

BANK OF NEW SOUTH WALES

Chq. No.	Date of Deposit	Drawer	Bank	Branch	Amount	Payee	Date Paid
210748	1. 4. 59	A. McKenna	N.S.W.	Cessnock	17. 6	A.E. Westbank Pty. Ltd.	1. 4. 59
	24-3-59	A.H. McLennan					
	1. 4. 59	D.E. Roof	"	"	4. 7. 0	could not locate	
	1-4-59	David-Wiles Elizabeth Jabour	"	"	5-9-59		
292123	1. 4. 59	E. Jebeux (No. 2 Account)	"	"	17. 0	Dr. Feate	2. 4. 59
293783	4. 4. 59	(M. Proctor)	"	"	1.12. 6	Ken Atkinson	6. 4. 59
	6-4-59	C. Herme	"	"	3-9-59	Not known	
320066	8. 4. 59	M.J. Mitchell	Trust Account	"	1.12. 6	Dr. D.L. Feate	9. 4. 59
	8-4-59	Oldfield	"	"	4-5-59		
967043	10. 4. 59	L. Smythe	"	"	12.10. 3	Dr. Lawson	13. 4. 59
319319	11. 4. 59	B.J. Christy	"	"	2. 2. 0	D. Peate	13. 4. 59
211026	14. 4. 59	A.E. Woodland and E.M.	"	"	16. 3. 0	Dr. Atkinson	15. 4. 59
273549	16. 4. 59	R.A. Wright rnold	"	"	23. 6. 6	Dr. Bertinshaw	20. 4. 59
333863	16. 4. 59	A. Woodbury	"	"	1. 1. 0	L.D. Bertinshaw	20. 4. 59
323527	17. 4. 59	Len Kelly	"	"	6. 7. 0	A.E. Westbank Pty. Limited	20. 4. 59
	21. 4. 59	Guest	"	"	2.15. 6	Not sufficient info.	
	23-4-59	J.A. L. Allen	"	"	15-9-59		

Chq. No.	Date of Deposit	Drawer	Bank	Branch	Amount	Payee	Date Paid
390320	1. 4.60	B.J.Christy	Trust Account	Cessnock	4. 4. 0	D.Peate	4. 4.60
408306	9. 4.60	Keith Joseph	"	"	17. 6	A.E.Westbank Pty. Ltd.	11. 4.60
213368	11. 4.60	L.Mitchell	"	"	17. 6	W.J.Pitsch	13. 4.60
346036	19. 4.60	A.J.Pogonoski	"	"	17. 6	A.E.Westbank Pty.Ltd.	20. 4.60
408406	19. 4.60	R.Hindmarsh	"	"	1.18. 6	D.L.Peate	19. 4.60
346034	20. 4.60	A.J.Pogonoski	"	"	2. 4. 6	A.E.Westbank Pty.Ltd.	19. 4.60
392797	3. 5.60	F.G.Hallam Trust	"	"	13.12.	Dr. W.J.Pitsch	3. 5.60
669696	3. 5.60	Doreen A.Hood	"	"	1.15	C.A.Wiles	3. 5.60
458744	5. 5.60	G.Jabour	"	"	2. 2.	Dr. Peate	5. 5.60
344394	5. 5.60	R.L.McCann	"	"	12.10. 6	A.E.Westbank Pty.Ltd.	5. 5.60
392828	6. 5.60	F.C.Hallam Trust	"	"	31.10.	D.L.Peate	9. 5.60
387268	11. 5.60	C.R.Smyth & Son	"	"	3. 3.	D.W.Lawson	11. 5.60
284878	11. 5.60	H.J.Harper	"	"	1. 1.	Dr. D.L.Peate	10. 5.60
387216	16. 5.60	C.R.Smyth & Son	"	"	3. 3.	K.J.Atkinson	16. 5.60
419841	31. 5.60	Arnold A.Woodbury	"	"	1.15.	D.W.Lawson	31. 5.60

8.30 a.m. Fri.

WALES. CESSNOCK

<u>Cl.g. No.</u>	<u>Date Paid</u>	<u>Drawer</u>	<u>Amount</u>	<u>Payee</u>	<u>Date Paid</u>
322144 (	24. 4. 59	F. Hallan	2.10. 0	A.E. Westbank Pty. Ltd.	24. 4. 59
{	24-4-59	Deleney	7-4-6		
{	30-4-59	Gemezen	5-15-0-	not found	
	6-5-59	Spence	10-0-0		
333552 (	5. 5. 59	F.L. Brackley	5. 5. 0	C. Wiles	5. 5. 59
{	5. 5. 59	J.D. Armstrong & Son	6.13. 6	Dr. C.A. Wiles	5. 5. 59
{	8. 5. 59	A.E. Camroux	- .17. -	Dr. K. Atkinson	8. 5. 59
210547	12. 5. 59	I.M. & K. Davis	4. 5. 0	Dr. Bertinshaw	12. 5. 59
303628	13-5-59	W.A. Spence	15-0-0		
336151	15. 5. 59	J.H. & Olga Hall	17. 6	D.L. Peate	15. 5. 59

Exhibit 3

NOON FRI.

COMMONWEALTH TRADING BANK

CHQ. NO	DATED/DEPOSIT	DRAWER (1)	BANK	DATE PAID	BRANCH	AMOUNT (2)	PAYEE
	1. 4.60	Greater Cessnock CCL	CTB		CSK	7. 7.	Held by CCL.
M.071806	4. 4.60	A.W.G.Young	"	5. 4.60	"	1.15.	W.J.Pitsch
M.153000	6. 4.60	J.R.Watts	"	11. 4.60	"	4. 7. 6	Dr. Wiles
M.159827	9. 4.60	Richard A.Britten	"	11. 4.60	"	19. 6.	W.A.Spence
M.162035	9. 4.60	J.M.O'Ryan	"	13. 4.60	"	1.15.	J.A.Allen
	12. 4.60	G.Bevan	Not Known"		"	15. 1.	
	12. 4.60	Richardson	Not Sufficient Info.		"	17. 6	
M.157880	12. 4.60	K.R.Levido	"	13. 4.60	"	3. 3.	Dr. D.L.Peate
S 30 015016	13. 4.60	C. Delaney	"	15. 4.60	"	2. 2.	Dr. W.A.Spence
S 30 016572	20. 4.60	Charles A.Goodsir	"	21. 4.60	"	4. 4.	A.E.Westbank Pty. Ltd.
M.162371	20. 4.60	C.Bowden	"	21. 4.60	"	9. 7. 6	Dr. Pitsch
M.159125	21. 4.60	R.B.Harris	"	21. 4.60	"	6. 6.	D.L.Peate
S 60 062456	27. 4.60	G.Elvy	"	28. 4.60	"	3.10.	Doctor J.Allen
M.159640	22. 4.60	T.G. & C.J.Bradstreet <del>by Bradstreet</del>	"	27. 4.60	"	1. 1.	Dr. L.D.Bertinshaw
M.129240	3. 5.60	W.L.Edmond	"	3. 5.60	"	12.11.	A.E.Westbank Pty. Ltd.
M.146217	3. 5.60	E.S.H.Teggins	"	3. 5.60	"	1. 1.	W.A.Spence
S 240 097408	3. 5.60	W.P.Harrigan	"	3. 5.60	"	3. 3.	A.E.Westbank Pty. Ltd.

Exhibit 3

Exhibit 3 List of Cheques Prepared by Frederick James Hayes

CHQ. NO	DATED/DEPOSIT	(1) DRAWER	BANK	DATE PAID	BRANCH	(2) AMOUNT	PAYEE
S 240 073790	6. 4. 59	T. & J. Byrnes	CTB	8. 4. 59	CSK	1.12. 6	Dr. L.D. Bertinshaw
M. 127947	6. 4. 59	C. Bowden	"	8. 4. 59	"	16. 1. 0	Drs. J. Allen & C. Wiles
M. 124147	7. 4. 59	Annic R. J. Ingle	"	9. 4. 59	"	1.14. 0	Dr. Spence
S 30 013791	13. 4. 59	R. L. Dowling	"	15. 4. 59	"	2.12. 0	D. L. Peate
M. 102027	13. 4. 59	Allan G. Farrell	"	15. 4. 59	"	2.11. 0	(A. E. Westbank Pty. Ltd. (K. Atkinson
M. 121274	20. 4. 59	R. B. Harris	"	21. 4. 59	"	3. 6. 0	D. L. Peate
S 120 032161	21. 4. 59	Allan C. Grice	"	22. 4. 59	"	4. 2. 6	Dr. C. A. Wiles
M. 124545	21. 4. 59	D. A. & S. M. Johnson	"	22. 4. 59	"	1. 1. 0	L. Bertinshaw
M. 129725	21. 4. 59	M. E. & J. D. Lilly	"	22. 4. 59	"	3 7 6	D. W. Lawson
	29. 4. 59	L. Woodbury	"	Cannot Locate Chq.	"	3.12. 0	
M. 13009C	29. 4. 59	A. W. Mothersole	"	30. 4. 59	"	2. 2. 0	Dr. Spence
M. 109C06	29. 4. 59	Zita Day	"	30. 4. 59	"	14.16. 0	M. A. Spence
M. 120864	1. 5. 59	L. S. & O. M. Davies	"	2. 5. 59	"	5.19. 0	Dr. Spence
	1. 5. 59	Whitmore	"	Not Known	"	1. 1. 0	

Information obtained from Commonwealth Bank, Cessnock to-day.

F. Hayes

31. 8. 62.

Exhibit 3

Commonwealth Bank

Cessnock

CHQ. NO.	DATE OF DEPOSIT	DRAWER	AMOUNT	PAYEE
	6. 5.60	Levido	£18 6 0	
12- 5-60	12. 5.60	G.Elvy	3 10 0	
	12. 5.60	Pullen	2 2 0	
	12. 5.60	Lind	17 6	
	5. 5.59	H.Muir	3 2 0	
	11. 5.59	R.C. & Z.M.Day	1 14 6	
	11. 5.59	K.Levido	18 6	
	12. 5.59	R.P. & I.D.Olive	1 1 0	
	12. 5.59	Ingle	1 14 0	



a.m. Fri.

C. B. S. CESSNOCK

Chq. No.	Date of Deposit	Drawer	Bank	Date Paid	Branch	Amount	Payee
E.243976	31.3.60	H.Crawford	CBS	2.4.60	Csk	£2 12 6	Doctor Allen
B.273653	1.4.60	L.S.Burstal	"	2.4.60	"	4 7 6	A.E.Westbank Pty. Ltd.
T.103223	24.3.60	C.P.S.	"		"	2 6 .	Chqs held by C.P.S.
D.299522	1.4.60	J.Williams	"	5.4.60	"	8 1 .	A.E.Westbank Pty. Ltd.
D.296968	8.4.60	V.E. & E.A.Harris	"	11.4.60	"	5 1 6	D.L.Peate
T.104235	20.4.60	Cohen & Denholm	"	20.4.60	"	5 5 .	Dr. Lawson
T.105586	21.4.60	Clerk of Petty Sessions	"	26.4.60	"	3 . .	<del>Dr. K. Atkinson</del>
T.105886	26.4.60	M.H.Pyne	"	26.4.60	"	1 1 .	Dr. K. Atkinson
T.106947	3.5.60	J.Williams	"	3.5.60	"	1 14 .	A.E.Westbank Pty. Ltd.
T.106947	12.5.60	F.J.Sams	"	12.5.60	"	8 9 .	Dr. Peate
T.106947	19.5.60	M.Brewes Brown R		Could not locate		3 8 .	
T.106947	25.5.60	K.McDonald		?incorrect name		4 7 6	Not known
T.106947	26.5.60	Todd?				17 6	Not CBS
T.106947	14.6.60	E.E.Hill		14.6.60		5 8 6	A.E.Westbank Pty. Ltd.
T.106947	10.6.60	H.W.Lett Pty. Ltd.		14.6.60		17 6	do.

Chq. No.	Date of Deposit	Drawer	Bank	Date Paid	Branch	Amount	Payee
T.95309	11.4.59	R.J.Clark	CBS	14.4.59	Csk	6 6 6	D.L.Peate
D.292649	13.4.59	Cohen & Denholm	"	15.4.59	"	21 0 0	Dr. K. Atkinson
D.292650	13.4.59	Cohen & Denholm	"	15.4.59	"	5 5 0	Dr. W. Spence
T.91593	27.4.59	M.Harris	"		"	1 12 6	Not known
B.267006	27.4.59	W.J.Cooper	"	28.4.59	"	2 12 6	L.D.Bertinslaw
A.441467	20.4.59	E.T.Turner	"	21.4.59	"	2 11 6	Dr. D.W.Lowson
T.98739	5.5.59	L.S.Burstal	"	6.5.59	"	11 5 6	Drs. Wiles Short & Allen
T.97764	8.5.59	Jack Williams	"	9.5.59	"	17 6	Drs. Wiles & Allen
T.98803	8.5.59	R.G.Greenwood	"	9.5.59	"	17 6	C.A.Wiles
	18.5.59	W.S.Snape	"	19.5.59	"	1 17 0	Dr. E. Atkinson

Information obtained from C.B.S. Cessnock to-day.

F.Hayes

31.8.62