Private Act.

An Act enabling the corporation known as The Bank of Adelaide and now incorporated by that name with limited liability under "The Bank of Adelaide Act 1865" as amended by "The Bank of Adelaide Act Amendment Act 1904" and "The Bank of Adelaide Act Amendment Act 1920" to be registered under "The Companies Act 1892" and any Acts amending the same and providing that a registered memorandum and articles of association be substituted for the regulating provisions contained in the said "The Bank of Adelaide Act 1865" and in the said Amending Bank of Adelaide Acts and in the said Corporation's deed of settlement and supplementary deeds of settlement and that the said "The Bank of Adelaide Act 1865" and the said Bank of Adelaide Amendment Acts and the said Deeds of Settlement be repealed but so nevertheless that the corporate identity of the said Bank shall be preserved and continued as hereinafter set out and for other purposes.

[Assented to, November 7th, 1928.]

WHEREAS by an Act of Parliament of the Province (now State) of South Australia passed in the session holden in the twenty-ninth year of the reign of her late Majesty Queen Victoria, entitled An Act to authorise the shareholders in a Joint Stock Company or Association called The Bank of Adelaide, to carry on the business of Banking in the Province of South Australia, to incorporate such shareholders
shareholders under the style or title of The Bank of Adelaide, and to limit their liability the shareholders in the capital of the Bank were incorporated for certain purposes in the said Act mentioned: AND WHEREAS the said Act was amended by "The Bank of Adelaide Act Amendment Act 1904" and "The Bank of Adelaide Act Amendment Act 1920": AND WHEREAS the details of the machinery for carrying on the business of the said Bank are contained in the Deed of Settlement of the said Bank, and in eight Supplementary Deeds of Settlement: AND WHEREAS it is expedient to provide means to enable the said Bank to obtain the advantages of being regulated by the Companies Act as hereinafter defined and of adopting a Memorandum and Articles of Association in substitution for its present statutory constitution: BE IT THEREFORE ENACTED by the Governor of the State of South Australia, with the advice and consent of the Parliament thereof as follows:—


2. As at and after the time of the registration as hereinafter provided of the Memorandum and Articles of Association hereinafter mentioned "The Bank of Adelaide Act 1865" and "The Bank of Adelaide Act Amendment Act 1904" "The Bank of Adelaide Act Amendment Act 1920" and the Deed of Settlement of The Bank and the eight Supplementary Deeds of Settlement of the Bank which are more particularly described in the First Schedule hereto are respectively hereby repealed and they shall thereafter have no force or effect but so nevertheless that the corporate identity of the Bank shall be preserved and continued and that the Bank shall remain the body incorporated by the said "The Bank of Adelaide Act 1865" and the said amending Acts as though this present Act had not been passed, and save also as hereinafter set out.

3. Upon the filing which is hereby authorised by the Bank in the office of the Registrar of Companies at Adelaide of copies respectively of a Memorandum and Articles of Association in the form or to the effect or substantially in the form or to the effect set out in the Second Schedule hereto and signed respectively by five shareholders of the Bank, the Bank shall forthwith be deemed to be registered and shall be registered as at the time of such filing as a limited Company under the Companies Act by the name of "The Bank of Adelaide" and notwithstanding anything contained in the Companies Act shall be so registered without the addition to its name of the word "Limited" and upon such filing all the requirements of the Companies Act preceding or affecting registration shall be deemed to have been complied with by the Bank, which shall be entitled at its option to obtain from the said Registrar a certificate of registration under his signature and seal in accordance with
with this section. Notwithstanding anything in the Companies Act contained from and after registration as aforesaid the provisions of the Companies Act in so far as the same are applicable and are not inconsistent with this Act and also the provisions of this Act and of the said Memorandum and Articles of Association shall regulate the powers and rights and the liabilities of the Bank and of its Directors and shareholders. Nothing in this Act contained or authorised or directed shall constitute the Bank a corporation incorporated under the Companies Act, but the Bank and its shareholders shall nevertheless subject to this Act have the same powers and rights and be under the same liabilities as though the Bank had been incorporated under the Companies Act with a Memorandum and Articles of Association in the form set out in the Second Schedule hereto. In particular all shares issued by the Bank either before or after the said registration shall be deemed to have been or to be issued and held subject to the said Memorandum and Articles of Association and this Act.

4. The Bank shall be at liberty to alter its said Memorandum to the extent and in manner provided by the Companies Act and to alter amend or repeal its said Articles of Association in manner provided by the Companies Act.

5. Subject to any laws of the Commonwealth of Australia and of the State it shall be lawful for the Bank to make issue and circulate at or from Adelaide aforesaid and also at or from any city, town or place in the said State in which the Bank has or may open or establish any bank, branch bank, or agency any bank notes or bills of one pound or five pounds sterling each, or for any greater sum than five pounds sterling each, but not for any fractional part of a pound, and from time to time to reissue any such notes or bills when and so often as the Bank shall think fit; but such privilege shall cease in case of the suspension of specie payments on demand for the space of sixty days in succession, or for any number of days at intervals which shall amount altogether to sixty days within any one year.

6. All bank notes issued by the Bank shall bear date at Adelaide aforesaid, or at the city, town or place at and from which the same respectively shall be made and issued, and the same respectively shall in all cases be payable in specie on demand at the place of date, and also at the principal banking establishment of The Bank of Adelaide, and the total amount of the promissory notes payable on demand issued and in circulation within the State shall not at any time exceed three times the amount of coin, bullion, and public securities which shall for the time being be held by the Bank within the State, nor shall the proportion of coin for the purposes of this section be less than three-fourths of the amount of the coin, bullion and public securities so held by the Bank within the State.

7. No branch bank or establishment of the Bank other than and except the principal banking establishment within the State shall
shall be liable to be called upon to pay any notes or bills of the Bank other than and except such as have been originally made and issued at and from such particular branch bank or establishment.

8. "Public Securities" within the meaning of this Act shall include:

(a) Bonds, stocks and securities of or guaranteed by the Government of the United Kingdom of Great Britain and Ireland, of the Commonwealth of Australia, and of any of the Australian States

(b) Notes at any time issued by the Australian Commonwealth Government

(c) Bonds, stock and securities of or guaranteed by the Government of any British possession

(d) Bonds, debentures, mortgages or other securities of any Municipal Corporation or District Council in the State of South Australia

(e) Bonds, debentures, mortgages or other securities guaranteed by any District Council or Municipal Corporation in the State of South Australia, whether severally or jointly with others

(f) Bonds debentures, mortgages or other securities of or guaranteed by any Board, Commissioners, or Local Authorities in the State of South Australia constituted by Act of Parliament

(g) Deposits in or balance due by the Commonwealth Bank

(h) Deposits in or moneys due by the Treasury at Adelaide or in any of the States of the Commonwealth

9. Periodical accounts, statements and general abstracts of the assets and liabilities of the Bank so far as regards its transactions within the State shall be prepared, made out, and published in manner following, that is to say—the manager for the time being of the Bank shall at the close of business on Monday of every week prepare and make up a full and correct account and statement in writing, exhibiting the assets, property credits, and securities respectively belonging to the Bank, and also the respective debts, engagements, and liabilities of the same, in the manner and form and under the several heads particularly set forth in the first part of the Third Schedule hereto and that from such weekly accounts and statement so directed to be made up as aforesaid, there shall be prepared on the last Monday of each quarter ending on the thirty-first day of March, the thirtieth day of June, the thirtieth day of September, and the thirty-first day of December in every year by the Bank, a general abstract in writing of the average amount during such quarter of the respective assets, property credits and securities of the Bank and the debts, engagements and liabilities of
19° GEORGII V (PRIVATE ACT).

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10. In the event of the Bank being wound up and of its assets being insufficient in the liquidation to meet its liabilities, then and in such case and notwithstanding any provisions of the Companies Act, the shareholders and past members by the Companies Act be liable as shareholders and past members by the Companies Act be liable for the ultimate deficiency after the liquidator's remedy under the said Act shall have been exhausted, but so that the proof that it was not practicable to do or perform the same shall be allowed for any such failure or neglect, unless it be clearly shown that the person or thing required to be done or performed was done or performed as soon as was practicable.

Provided that in any case any provisions of this section shall not have been done or performed, the penalty shall be recoverable by action in the Supreme Court or any other Court of competent jurisdiction. No action shall lie against the Bank or any person for any offence committed against the provisions of this section unless the same shall be alleged to have been committed within two years from the time the same shall be alleged to have been committed.

Provided also, that no excuse shall be allowed for any such failure or neglect, unless it be clearly shown that the matter or thing required to be done or performed was done or performed as soon as was practicable.

10. In the event of the Bank being wound up and of its assets being insufficient in the liquidation to meet its liabilities, then and in such case and notwithstanding any provisions of the Companies Act, the shareholders and past members by the Companies Act be liable for the ultimate deficiency after the liquidator's remedy under the said Act shall have been exhausted, but so that the proof that it was not practicable to do or perform the same shall be allowed for any such failure or neglect, unless it be clearly shown that the person or thing required to be done or performed was done or performed as soon as was practicable.

Provided that in any case any provisions of this section shall not have been done or performed, the penalty shall be recoverable by action in the Supreme Court or any other Court of competent jurisdiction. No action shall lie against the Bank or any person for any offence committed against the provisions of this section unless the same shall be alleged to have been committed within two years from the time the same shall be alleged to have been committed.

Provided also, that no excuse shall be allowed for any such failure or neglect, unless it be clearly shown that the matter or thing required to be done or performed was done or performed as soon as was practicable.

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Provided also, that no excuse shall be allowed for any such failure or neglect, unless it be clearly shown that the matter or thing required to be done or performed was done or performed as soon as was practicable.
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in addition for an amount not exceeding the nominal amount of his shares. This section shall apply to shares issued by the Bank both before and subsequent to the said time of registration, unless it be otherwise provided by the conditions of issue of such shares. This section shall not in any case be construed to impose personal liability on personal representatives. In this section “personal representatives” includes the Executor or Executors, Administrator or Administrators of a deceased shareholder the trustee or assignee of any shareholder who has become insolvent or bankrupt and the committee or other proper representative of any shareholder who has become insane.

11. (1) In addition to the saving of the Bank’s incorporation the repeal in section 2 shall not—

(a) affect the operation prior to the said time of registration of any of the repealed Acts or Deeds of Settlement.

(b) alter the past or future effect of the doing suffering or omission of anything done suffered or omitted prior to the said time of registration under the provisions of the said repealed Acts and/or Deeds of Settlement.

(c) affect any duty obligation liability or penalty accrued exercisable incurred or imposed by or under or liable to be imposed under any of the repealed Acts and/or Deeds of Settlement.

(d) affect any investigation inquiry legal or other proceeding in respect of any of the matters or things in this section before mentioned.

(e) affect the operation of the Bank’s Provident Fund Deed.

(2) All offences committed against the Bank before the said time of registration may be tried punished inquired into and dealt with as if this Act had not been passed.

12. This Act may for all purposes be cited as “The Bank of Adelaide’s Registration under the Companies Act 1892 Act” and shall be deemed and taken to be a public Act and shall be judicially taken notice of as such by all Judges Justices and others within the State without being specially pleaded.

In the name and on behalf of His Majesty, I hereby assent to this Bill.

G. J. R. MURRAY, Deputy Governor.
THE FIRST SCHEDULE REFERRED TO.

4. Deed of Settlement dated the ninth day of August 1865.
5. First Supplementary Deed of Settlement dated the thirtieth day of June 1870.
6. Second Supplementary Deed of Settlement dated the first day of June 1871.
7. Third Supplementary Deed of Settlement dated the twelfth day of July 1880.
8. Fourth Supplementary Deed of Settlement dated the twelfth day of June 1890.
9. Fifth Supplementary Deed of Settlement dated the seventh day of July 1908.
10. Sixth Supplementary Deed of Settlement dated the twenty-seventh day of June, 1918.
11. Seventh Supplementary Deed of Settlement dated the twenty-seventh day of October 1926.
12. Eighth Supplementary Deed of Settlement dated the twenty-eighth day of April 1928.
The Bank of Adelaide's Registration under the Companies Act 1892 Act—1928.

THE SECOND SCHEDULE REFERRED TO.

MEMORANDUM OF ASSOCIATION OF THE BANK OF ADELAIDE.

WHEREAS by an Act of Parliament of the Province (now State) of South Australia passed in the session held in the twenty-ninth year of the reign of her late Majesty Queen Victoria, entitled an Act to authorise the shareholders in a Joint Stock Company or Association called The Bank of Adelaide, to carry on the business of Banking in the Province of South Australia, to incorporate such shareholders under the style or title of The Bank of Adelaide, and to limit their liability the shareholders in the capital of the Bank were for certain purposes in the said Act mentioned incorporated, AND WHEREAS the said Act was amended by "The Bank of Adelaide Act Amendment Act 1904" and "The Bank of Adelaide Act Amendment Act 1920" AND WHEREAS provisions containing the details of the machinery for carrying on the business of the said Bank were contained in the Deed of Settlement of the said Bank, and in eight Supplementary Deeds of Settlement, AND WHEREAS by another Act of Parliament of the State of South Australia passed in the session held in the nineteenth year of the reign of His Majesty King George the Fifth, entitled "The Bank of Adelaide's Registration under the Companies Act 1892 Act" the said three Acts and the said nine Deeds of Settlement were repealed, and thereafter were to have no force or effect, save that the corporate identity of the said Bank should nevertheless be preserved and continued and that the said Bank should remain the body incorporated pursuant to the said "The Bank of Adelaide Act 1865" and the said amending Acts as though the said repealing Act had not been passed, and save also as in the said repealing Act set out. WHEREAS by the said "The Bank of Adelaide's Registration under the Companies Act 1892 Act" it was provided inter alia that The Bank of Adelaide should be, and should be deemed to be registered as a Limited Company under the provisions of "The Companies Act 1892" under its corporate name of the Bank of Adelaide and with and subject to the Memorandum and Articles of Association set out in the Second Schedule thereto, and without the word "Limited" as part of the corporate name; AND WHEREAS this is the Memorandum of Association above referred to: AND WHEREAS "The Bank of Adelaide" Registered as a Limited Company is hereinafter referred to as "The Company", or as "the Bank".

I. The name of the Company is "The Bank of Adelaide".

II. The objects for which the Company is established are all or any of the following:—The Company having power to do any of the matters herein mentioned (whether in one or different paragraphs) apart from any other of the said matters and none of the general or other descriptions given in this clause being subject to be limited or restrained by reference to the name of the Company or by reference to matters of the same or some similar kind to those elsewhere in this clause mentioned or referred to, or to be otherwise limited or restrained by any other part of this clause not containing an express limitation or restriction, nor by any inference to be drawn from such other part and so that the objects specified in this Memorandum may be carried out in as full and ample a manner and construed in as wide a sense as if each of the paragraphs hereof defined the objects of a separate and independent Company. The Marginal Notes are for the purpose of reference only, and the meaning, interpretation, and/or construction of any clause shall not be in anywise controlled or affected thereby.

(1) To carry on the business of the Bank.

(2) To carry on the business of a Bank of issue and deposit.
The Bank of Adelaide's Registration under the Companies Act 1892 Act.—1928.

(3) To carry on the business of banking in all its branches and departments, including the borrowing, raising or taking up money; the lending or advancing money on securities and property; the discounting, buying, selling and dealing in bills of exchange, promissory notes, coupons, drafts, bills of lading, warrants, debentures, certificates, scrip and other instruments and securities, whether transferable or negotiable, or not; the granting and issuing letters of credit, drafts, and circular notes; the buying, selling and dealing in bullion and specie; the acquiring, holding, issuing on commission, underwriting and dealing with stocks, funds, shares, debentures, debenture stock, bonds, obligations, securities, and investments of all kinds, the negotiating of loans and advances; the receiving money and valuables on deposit, or for safe custody, or otherwise; the collecting and transmitting money and securities; the managing property, and transacting all kinds of agency business commonly transacted by bankers.

(4) To take or concur in taking all such steps and proceedings as may seem best calculated to uphold and support the credit of the Company, and to obtain and justify public confidence, and to avert or minimise financial disturbances which might affect the Company.

(5) To receive money on loan or deposit or debentures either terminable or perpetual or otherwise and either with or without giving any security of the Company or upon any property of the Company for any such money.

(6) To negotiate loans of all descriptions upon any terms as to profit or remuneration and to lend money on the security of any description of property real or personal including stock and shares and other choses in action or on bonds or other obligations or any other kind of personal security or without taking security.

(7) To issue bank-bills of any kind and bank-notes.

(8) To undertake as agents for a commission or any other kind of remuneration the collection and receipt of rents, dividends, interests, or other income, the investment of money, the purchase and sale of all kinds of real and personal property including choses in action and of all kinds of securities and the general or partial management of the estates or property of any persons.

(9) To give any guarantee or any security of the Company that may be required or agreed upon for the performance of any business act or thing whether by the Company or by persons having dealings with the Company undertaken by the Company or for the due payment of any money invested by the Company or entrusted to the Company for that purpose or of any income thereof.

(10) To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined.

(11) To undertake and carry on any business transaction or operation commonly undertaken or carried on by financiers, bankers, underwriters, concessionaires, capitalists, or merchants, and to transact and carry on all kinds of agency, commission, guarantee, and mercantile business.
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| Borrow and Mortgage | (12) To raise and borrow money in such manner as the Directors may think fit, and in particular by the issue of preference shares, or of debentures, bonds, bills of exchange, promissory notes, or other obligations or securities of the Company, or by mortgage, bill of sale, or other charge of or upon all or any part of the property of the Company, whether real or personal, present and future, or of or upon its uncalled capital (if any), or otherwise to purchase, redeem, or pay off or reissue any such securities. |
| Other business | (13) To carry on any business which may seem to the Company capable of being conveniently carried on in connection with this Company's business or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights. |
| Acquire other business | (14) To acquire and undertake the whole or any part of the business, property, and liabilities of any person or company carrying on any business which the Company is authorised to carry on, or possessed of any undertaking or property suitable for the purposes of this Company. |
| Pay in shares | (15) To pay for any rights, property, or privileges acquired by the Company or any debt, liability, or obligation of the Company either wholly or partly in fully or partly paid shares, stock, debentures, or other securities of the Company secured or charged upon all or any part of the property of the Company or not so secured or charged. |
| Acts of Parliament | (16) To obtain any Act of Parliament for enabling the Company to carry any of its objects into effect or for effecting any modification of the Company's constitution, or for dissolving the Company and re-incorporating its members as a new Company or for effecting any modification in the Company's constitution, or for any other purpose which may be deemed expedient and also to oppose any proceedings or application which may seem calculated directly or indirectly to prejudice the Company's interests. |
| Exchange shares | (17) To purchase, take in exchange, or otherwise acquire in any manner whatever, and hold fully or partly paid-up or contributing shares (with or without preferential rights or advantages), stocks, debentures, and other securities of any other Companies, and to pay any calls which shall be made upon the contributing shares, and to sell, transfer, exchange, mortgage, pledge, or otherwise deal with or dispose of all or any of such shares, stocks, debentures, and other securities. |
| Subscriptions | (18) To subscribe and make payments to any fund of any description or for any purpose which the Directors may, in their absolute and uncontrolled discretion, consider directly or indirectly beneficial to the Company; and to establish and make capital, and/or annual payments towards and support or aid in the establishment and support of associations, institutions, funds, trusts, and conveniences calculated to benefit employees or ex-employees of the Company, the Bank or its predecessors in business, or the dependents or connections of such persons, and to grant pensions and allowances, and to make payments towards insurance, and to subscribe or guarantee money for charitable or benevolent objects, or for any exhibition, or for any public, political, general, patriotic, war, or useful object. |
| Provident Fund | (19) To continue and carry on the operations of the Provident Fund already established by The Bank and to make all necessary arrangements and agreements in |
19° GEORGII V (PRIVATE ACT).

The Bank of Adelaide’s Registration under the Companies Act 1892 Act.—1928.

this behalf with the Trustees of that Fund, and to continue and carry out, with all modifications necessary to meet the circumstances the trusts declared in connection with the same by deed.

(20) To promote, form, organise, and register and to aid and concur in the promotion, formation, organisation, and registration of any other company for the purpose of acquiring, working, or otherwise dealing with all or any of the property, rights, and liabilities of this Company, or for any other purpose which may be deemed advantageous directly or indirectly to this Company, with power to assist such company or companies by paying or contributing towards the preliminary expenses or providing the whole or part of the capital thereof, or by taking, subscribing for, or underwriting shares therein or debentures or other securities thereof or by lending money thereto.

(21) To pay out of the funds of the Company all or any expenses which the Company may lawfully pay of and incident to the promotion, formation, organisation, registration, advertising, and establishment of any such company as is mentioned in the last preceding sub-clause and of and incident to the issue and subscription of the share or loan capital, including brokerage and commissions for obtaining applications for or placing or guaranteeing the placing of the shares or any debentures, debenture stock, or other securities of this or any such other company, and also all expenses attending the issue of circulars, reports, or notices, or the printing, stamping, and circulating of proxies or forms to be filled up by members of this Company.

(22) Generally to purchase, take on lease, or in exchange, hire, or otherwise acquire any real and personal property, and any rights or privileges which the Company may think necessary or convenient for the purposes of its business.

(23) To construct, maintain, and alter any buildings or works necessary or convenient for the purposes of the Company.

(24) To sell or dispose of the undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any other company having objects altogether or in part similar to those of this Company.

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

(26) To amalgamate or unite and absorb into the Company or to amalgamate with any other present or future company or association, whether formed in Great Britain or Australia, or elsewhere, having objects similar, analogous, or subsidiary to any of the objects of this Company, or carrying on any business capable of being conducted so as directly or indirectly to benefit this Company; and form, promote, establish, and bring out, or join, and assist in the formation or establishment of any such company or association; and to acquire, hold, and deal with shares or interests therein, and to make sale, lease, grant licences of, or dispose of to such other company or association, or to any other company, person, or persons, the undertaking or all or any part of the property of this Company, and to accept in payment or part payment for the same cash or shares, debenture bonds, or obligations of any such company or association.
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<td>27</td>
<td>To obtain any grant, concession, Act or Acts, rights, licences, privileges, or advantages from the Parliament of South Australia or elsewhere, or other authorised body of authorities, supreme, municipal, local or otherwise, for promoting the objects of the Company.</td>
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<td>28</td>
<td>To adopt such means of making known the business of the Company as may seem expedient, and in particular by advertising in the press, by circulars, by publication of books and periodicals.</td>
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<td>29</td>
<td>To develop and turn to account any land acquired by the Company or in which it is interested, and in particular by laying out and preparing the same for building purposes, constructing, altering, pulling down, decorating, maintaining, fitting up and improving buildings and conveniences, and by planting, paving, draining, farming, cultivating, letting on building lease or building agreement, and by advancing money to and entering into contracts and arrangements of all kinds with builders, tenants, and others.</td>
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<td>30</td>
<td>To establish, regulate, and control any branches or agencies for any purposes of the business and affairs of the Company as may be deemed expedient.</td>
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<td>31</td>
<td>To undertake and execute any trusts the undertaking whereof may seem desirable, and also to undertake the office of executor, administrator, receiver, or treasurer, and to keep for any company, government authority, or body, any register relating to any stocks, funds, shares or securities, or to undertake any duties in relation to the registration of transfers, the issue of certificates, or otherwise.</td>
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<td>32</td>
<td>To procure the Company to be registered or recognised in any foreign country or place and in any part of the British Dominions.</td>
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<td>33</td>
<td>To establish and cause to be kept Branch Registers of shareholders, and to take any steps considered expedient to give the Company the same rights and privileges in any part of the world as are possessed by local companies or partnerships of a similar nature, and to establish, maintain, and work local boards or agencies in any place in connection with the business of the Company or any part thereof.</td>
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<td>34</td>
<td>To distribute any of the property of the Company in specie among the members.</td>
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<td>35</td>
<td>To reduce the capital of the Company in any way permitted by law.</td>
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<td>36</td>
<td>To convert the shares of the Company into stock.</td>
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<td>37</td>
<td>To do all or any of the above things in any part of the world, either as principal agents, contractors, trustees, or otherwise, and either alone or in conjunction with others, and either by or through agents, sub-agents, trustees, or otherwise, with power to appoint a trustee or trustees, personal or corporate, and to allow any property to remain outstanding in such trustee or trustees, and also to appoint an attorney or attorneys to act for the said Company in connection with the carrying out of all or any of the objects of the Company.</td>
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<td>38</td>
<td>To do all such other things as are incidental or may be thought conducive to the attainment of the above objects or any of them, and so that the word “Company” in this Memorandum, when applied otherwise than to this Company, shall be deemed to include any partnership or body of persons, whether corporate or incorporate, and wheresoever domiciled.</td>
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III. The liability of the members of this Company is Limited. Subject however to Section 10 of "The Bank of Adelaide's Registration under The Companies Act 1892 Act".

IV. The capital of the Company is £1,250,000 divided into Capital, 250,000 shares of £5 each.

The Company may increase its capital by the issue of any new shares in the Company if and when deemed desirable and may issue any new shares in the Company with a preferential dividend or such other special advantages over shares already issued or over shares to be hereafter issued as may be deemed desirable but subject always to the abovementioned section ten.

V. This Memorandum shall in all respects be read and construed subject to the provisions of "The Bank of Adelaide's Registration under The Companies Act 1892 Act".

We, the undersigned, being shareholders in The Bank of Adelaide, have subscribed our names to this Memorandum of Association pursuant to the provisions of "The Bank of Adelaide's Registration under The Companies Act 1892 Act".

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Dated this day of 1928.

Witness to the above signatures.

ARTICLES OF ASSOCIATION OF THE BANK OF ADELAIDE.

WHEREAS by an Act of Parliament of the Province (now State) of South Australia passed in the session holden in the twenty-ninth year of the reign of her late Majesty Queen Victoria, entitled an Act to authorise the shareholders in a Joint Stock Company or Association called The Bank of Adelaide, to carry on the business of Banking in the Province of South Australia, to incorporate such shareholders under the style or title of The Bank of Adelaide, and to limit their liability the shareholders in the capital of the Bank were for certain purposes in the said Act mentioned incorporated, AND WHEREAS the said Act was amended by "The Bank of Adelaide Act Amendment Act 1904" and "The Bank of Adelaide Act Amendment Act 1920", AND WHEREAS provisions containing the details of the machinery for carrying on the business of the said Bank were contained in the Deed of Settlement of the said Bank, and in eight Supplementary Deeds of Settlement, AND WHEREAS by another Act of Parliament of the State of South Australia passed in the session holden in the 19th year of the reign of His Majesty King George the Fifth, entitled "The Bank of Adelaide's Registration under the Companies Act 1892 Act" the said three Acts and the said nine Deeds of Settlement were repealed, and thereafter were to have no force or effect, save that the corporate identity of the said Bank should nevertheless be preserved and continued and that the said Bank should remain the body incorporated pursuant to the said "The Bank of Adelaide Act 1865" and the said amending Acts as though the
The Bank of Adelaide's Registration under the Companies Act 1892 Act.—1928.

Interpretation.

1. The marginal notes hereto shall not affect the construction hereof and in these presents, unless there be something in the subject or context inconsistent therewith.

"The Company" means the abovenamed Company.

"The Companies Acts" means the "Companies Acts 1892 to 1926" and any statutory modification thereof.

"Special resolution" has the meaning assigned thereto by the Companies Acts.

"The Directors" means the Directors for the time being.

"The office" means the registered office for the time being of the Company.

"The Manager" means the General Manager and includes any person acting as such for the time being.

"The register" means the register of members, to be kept pursuant to The Companies Acts.

"Month" means calendar month.

"Dividend" includes bonus and interim dividend.

"In writing" and "written" include printing, lithography, typing, and other modes of representing or reproducing words in a visible form.

Words importing the singular number only include the plural number, and vice versa.

Words importing the masculine gender only include the feminine gender.

Words importing persons include corporations.

2. The regulations contained in Table A (in the second schedule to The Companies Act, 1892) shall not apply to the Company.

3. The Capital of the Company is £1,250,000 divided into 250,000 shares of £5 each. The existing and future shareholders shall be bound in all respects by the Memorandum and Articles of Association of the Company, in the same manner as if each such shareholder had duly signed sealed and delivered the same, and that there were in such Memorandum and Articles of Association respectively a covenant on the part of each said shareholder and the heirs executors administrators successors and assigns as the case may be of each said shareholder to conform thereto subject to the provisions of the said Act of Parliament entitled "The Bank of Adelaide's Registration under The Companies Act 1892 Act".

Such shares shall be deemed to be shares issued by the Company to the said shareholders subsequent to the registration of the Company and shall be deemed to be paid up to £5 each, and the scrip certificates already issued in respect of such shares shall be deemed to be scrip certificates issued by the Company subsequent as aforesaid.

4. Subject as aforesaid all shares shall be under the control of the Directors who may allot or otherwise dispose of the same to such persons and either as fully or partly paid up, on such terms and conditions and at such times as the Directors think fit, and with full power to give to any person a call of any shares either at par or at a premium and for such time and for such consideration as the Directors think fit.
5. Any shares may be issued at such premiums as the Directors may think fit, whether such shares shall or shall not have been previously forfeited.

6. The Company in general meeting may make arrangements on the issue of shares for a difference between the holders of such shares in the amount of calls payable in respect thereof, and the time of payment of such calls, and any shares may be issued with a fixed or preferential dividend, or any other special privileges or advantages which may seem expedient.

7. The joint holders of a share shall be severally as well as jointly liable for the payment of all instalments and calls and other moneys due or payable in respect of such share.

8. 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.

9. If, by the conditions of allotment of any share, the whole or part of the amount or issue price thereof shall be payable by instalments, every such instalment shall, when due, be paid to the Company by the person for the time being and from time to time shall be the registered holder of the share, or his legal personal representative.

CERTIFICATES.

10. The certificate of title to shares shall be issued under the seal of the Company, and signed by one Director, and countersigned by the Manager or any other officer of the Company from time to time appointed by the Directors.

11. Every member shall be entitled to one certificate for all the shares registered in his name or to several certificates each for one or more of such shares. Every certificate of shares shall specify the number and denoting numbers of the shares in respect of which it is issued and the amount paid up thereon.

12. If any certificate be worn out or defaced, then, upon production thereof to the Directors, they may order the same to be cancelled, and may issue a new certificate in lieu thereof; and if any certificate be lost or destroyed, then, upon proof thereof to the satisfaction of the Directors, and on such indemnity as the Directors deem adequate being given, a new certificate in lieu thereof shall be given to the party entitled to such lost or destroyed certificate.

13. The certificate of shares registered in the name of two or more persons shall be delivered to the person first named on the register.

CALLS.

14. The Directors may from time to time make such calls as they think fit upon the members in respect of all moneys unpaid on the shares held by them respectively, and not by the conditions of allotment thereof made payable at fixed times, and each member shall pay the amount of every call so made on him to the persons and at the times and places appointed by the Directors. A call may be made payable by instalments.

15. A call shall be deemed to have been made at the time when the resolution of the Directors authorising such call was passed.

16. Seven days' notice at least of any call shall be given specifying the time and place of payment and to whom such call shall be paid.

17. If by the terms of issue of any share or otherwise any amount is made payable at any fixed time or by instalments at fixed times, whether on account of the amount of the share or by way of premium, every such amount or instalment shall be
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payable as if it were a call duly made by the Directors and of which due notice had been given, and all the provisions herein contained in respect of calls shall relate to such amount or instalment accordingly.

18. If the sum payable in respect of any call or instalment be not paid on or before the day appointed for payment thereof, the holder for the time being of the share in respect of which the said shall have been made, or the instalment shall be due, shall pay interest for the same at the rate of £10 per cent. per annum from the day appointed for the payment thereof to the time of the actual payment, or at such other rate as the Directors may determine.

19. On the trial or hearing of any action for the recovery of any money due for any call, it shall be sufficient to prove that the name of the member sued is entered in the register as the holder or one of the holders of the share in respect of which such debt accrued, and to produce any Gazette or newspaper containing the advertisement (or any circular or letter under the hand of the Manager of the Company duly posted or delivered to the member sued) notifying such call, or otherwise prove due notice of such call, and it shall not be necessary to prove the appointment of the Directors who made such call, nor any other matters whatsoever, but the proof of the matters aforesaid shall be conclusive evidence of the debt.

20. The Directors may, if they think fit, receive from any member willing to advance the same all or any part of the money due upon the shares held by him beyond the sums actually called for; and upon the money so paid in advance, or so much thereof as from time to time exceeds the amount of the calls then made upon the shares in respect of which such advance has been made, the Company may pay interest at such rate as the member paying such sum in advance and the Directors agree upon.

FORFEITURE AND LIEN.

21. If any member fail to pay any call or instalment on or before the day appointed for the payment of the same the Directors may at any time thereafter, during such times as the call or instalment remains unpaid, serve a notice on such member requiring him to pay the same, together with any interest that may have accrued, and all expenses that may have been incurred by the Company by reason of such non-payment.

22. The notice shall name a day (not being less than seven days from the date of the notice) and a place or places on and at which such call or instalment and such interest and expenses as aforesaid are to be paid. The notice shall also 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 or instalment is payable will be liable to be forfeited.

23. If the requisitions of any such notice as aforesaid are not complied with, any shares in respect of which such notice has been given may, at any time thereafter, before payment of all calls or installments, interest, and expenses due in respect thereof, be forfeited by resolution of the Directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.

24. Any share so forfeited shall be deemed to be the property of the Company, and the Directors may sell, re-allot, and otherwise dispose of the same in such manner as they think fit.

25. The Directors may, at any time before any share so forfeited shall have been sold, re-allotted, or otherwise disposed of, annul the forfeiture thereof upon such conditions as they think fit.

26. Any members whose shares have been forfeited shall, notwithstanding, be liable to pay, and shall forthwith pay to the Company all calls, instalments, interest, and expenses owing
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upon or in respect of such shares at the time of the forfeiture, together with interest thereon from the time of the forfeiture until payment at £10 per cent. per annum, and the Directors may enforce the payment thereof if they think fit, but shall not be under any obligation so to do.

27. The Company shall have a first and paramount lien upon each share registered in the name of each member (whether solely or jointly with others) and upon the proceeds of the sale thereof for his debts and liabilities and engagements, either solely or jointly with any other person, to or with the Company, whether the period for the payment fulfilment or discharge thereof shall have actually arrived or not, and no equitable interest in any share shall be created except upon the footing and condition that Clause 8 hereof is to have full effect. And such lien shall extend to all dividends from time to time declared in respect of such shares. Unless otherwise agreed, the registration of a transfer of shares shall operate as a waiver of the Company's lien (if any) on such shares.

28. For the purpose of enforcing such lien the Directors may sell the shares subject thereto in such manner as they think fit: but no sale shall be made until such period as aforesaid shall have arrived, and until notice in writing of the intention to sell shall have been served on such member, his executors, or administrators, and default shall have been made by him or them in the payment fulfilment or discharge of such debts liabilities or engagements for seven days after such notice.

29. The net proceeds of any such sale after payment of the costs of and incidental to such sale shall be applied in or towards the satisfaction of the debts liabilities or engagements of such member, and the residue (if any) paid to such member, his executors, administrators, or assigns on delivery of scrip.

30. Upon any sale after forfeiture or for enforcing a lien in purported exercise of the powers hereinbefore given, the Directors may cause the purchaser's name to be entered in the register in respect of the shares sold, and the purchaser shall not be bound to see to the regularity of the proceedings, or to the application of the purchase money, and after his name has been entered in the register in respect of such shares the validity of the sale shall not be impeached by any person, and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.

TRANSFERS AND TRANSMISSIONS.

31. The instrument of transfer of any share shall be executed both by the transferor and the transferee, and the transferee shall be deemed to remain the holder of such share until the name of the transferee is entered in the register in respect thereof.

32. The instrument of transfer of any share shall be in writing in the usual common form or in the following form, or as near thereto as circumstances will admit, or in such other form as the Directors may from time to time determine:

I, , in consideration of the sum of pounds, paid to me by of , hereinafter called the said transferee, do hereby transfer to the said transferee the share numbered standing in my name in the books of The Bank of Adelaide, to hold unto the said transferee, his executors, administrators, and assigns, subject to the several conditions on which I held the same immediately before the execution hereof; and I, the said transferee, do hereby agree to take the said share (or shares), subject to the conditions aforesaid. As witness our hands the day of .

Witness to the signatures of, etc.

33. The Directors may decline to register any transfer of shares upon which the Company has a lien; and may refuse to register a transfer to a transferee of whom they do not approve.
Evidence of title.

34. The instrument of transfer shall be presented to the Company, accompanied by the certificate of the shares to be transferred, and such evidence as the Directors may require to prove the title of the transferee. All instruments of transfer which shall be registered shall be retained by the Company, but any instrument of transfer which the Directors may decline to register shall, on demand, be returned to the person depositing the same.

Succession and Probate Duties.

35. In the event of the Company being compelled or liable at any time to pay any duty or any amount of any description whatsoever, under "The Succession and Probate Duties Acts, 1892 to 1918" of Queensland, and/or any other Act for the time being in force in the State of Queensland and/or by the law of the Commonwealth of Australia, the United Kingdom, any Colony, State, British Possession, or any Country or Nation whatsoever or wheresoever situate, in respect of any share or shares held by any member whether assessment shall have been issued or not such payment or liability as the case may be shall, together with any costs or expenses paid by the Company in respect thereof, be deemed to be a payment made or to be made on behalf of such member, or of his estate if he be dead, and may by the Company be deducted from any moneys payable by the Company to such member, or to the personal representatives of such member, in respect of such shares or interest; and also the amount so paid by the Company, in respect of which amount the Company may be liable, shall with interest thereon at the rate of seven pounds per centum per annum be a first and paramount charge or lien against or upon such share or shares, notwithstanding that such share or shares may be mortgaged, pledged, or in any way encumbered, and shall be recoverable (whether there be any lien or not) from such member, or in the event of his death, or in the event of the same being payable upon or after his death, from the executors or administrators of such deceased member by civil action as a debt due on the day when the Company shall have paid such duty or other amount; and in the event of such member, or his executors or administrators, refusing, neglecting, or being unwilling to pay such amount or amounts upon being requested to do so, then the amount or amounts shall, from the time of such payment being made by the Company, carry interest at the penal rate of ten pounds per centum per annum calculated from the time of such payment being made by the Company until payment is made to the Company by such member, or his executors or administrators, but the Directors may, at their discretion, forego the claim for the payment of such penal rate of interest.

The powers hereby conferred on the Company shall be in addition to, and not in substitution for, any of the powers otherwise exercisable by the Company by any of these articles, and any lien may be enforced in manner in these articles provided.

The word "duty" in these articles shall extend to and include any Stamp, Death, Estate, Probate, Succession, and/or Legacy Duty, and/or any other amount which the Directors may at any time in their absolute and uncontrolled discretion declare to be a "duty."

No transfer until payment.

36. No transfer, transmission, or any dealing whatever with any share or shares in respect whereof any duty or amount whatsoever shall have been paid or shall be payable, by the Company, shall be registered until such duty or amount, together with interest, shall have been repaid or paid to the Company.

Transmission of registered shares.

37. The executors and administrators of a deceased member (not being one of several joint holders) shall be the only persons recognised by the Company as having any title to the shares registered in the name of such member, and in the case of the death of any one or more of the joint holders of any registered shares the survivors shall be the only persons recognised by the Company as having any title to or interest in such shares.
38. Any person becoming entitled to shares in consequence of the death or insolvency or bankruptcy of any member, upon producing such evidence that he sustains the character in respect of which he proposes to act under this clause, or of his title, as the Directors think sufficient, may, with the consent of the Directors (which they shall not be under any obligation to give), be registered as a member in respect of such shares, or may, subject to the regulations as to transfers herein contained, transfer such shares. This clause is hereinafter referred to as "the transmission clause." The Directors shall have the same right to refuse to register a person entitled by transmission to any shares or his nominee as if he were the transferee named in an ordinary transfer presented for registration.

39. A register of transfers shall be kept, and the same may be closed for such period, not exceeding in the whole 30 days in any one year, as the Directors may from time to time direct, upon giving notice by advertisement in any newspaper published in Adelaide.

INCREASE AND REDUCTION OF CAPITAL.

40. The Company by special resolution may, from time to time, increase the capital by the creation of new shares of such amount as may be deemed expedient.

41. The new shares shall be issued upon such terms and conditions, and with such rights and privileges annexed thereto, as the general meeting, at which the special resolution increasing the capital is passed shall direct, and if no direction be given, as the Directors shall determine; and in particular such shares may be issued with a preferential or qualified right to dividends, and in the distribution of assets of the Company, and with a special or without any right of voting.

42. The Company in general meeting may, before 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 holders of any class of shares, in proportion to the amount of the capital held by them, or make any other provisions as to the issue and allotment of the new shares; but, in default of any such determination, or so far as the same shall not extend, the new shares may be dealt with pursuant to the provisions of Article 4.

43. Except so far as otherwise provided by the conditions of issue, or by these presents, any capital raised by the creation of new shares shall be considered part of the original ordinary capital, and shall be subject to the provisions herein contained with reference to the payment of the calls and instalments, transfer and transmission, forfeiture, lien, and otherwise.

44. The Company may from time to time by special resolution reduce its capital by paying off capital or cancelling capital which has been lost or is unrepresented by available assets, or reducing the liability on the shares, or otherwise, as may seem expedient, and capital may be paid off upon the footing that it may be called up again or otherwise. And paid-up capital may be cancelled as aforesaid without reducing the nominal amount of the shares by the like amount to the intent that the unpaid and callable capital shall be increased by the like amount. The Company may also by appropriate resolutions subdivide or consolidate its shares or any of them, or cancel shares which have not been taken up or agreed to be taken up by any person, and the Directors may, subject to the provisions of The Companies Act 1892, accept the surrender of shares.

MODIFICATION OF RIGHTS.

45. Whenever the capital, by reason of the issue of preference shares or otherwise, is divided into different classes of shares, all or any of the rights and privileges attached to each class may be modified by agreement between the Company and any person purporting to contract on behalf of that class.

As to transfer of shares of deceased or bankrupt members. (Transmission clause.)

Transfer refused.

Register closed.

Power to increase capital

On what conditions new shares may be issued.

When to be offered to existing shareholders.

Terms applying to new shares.

Reduction of Capital.

Power to modify rights.
19° GEORGI V (PRIVATE ACT).

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Provided such agreement is ratified in writing by the holders of at least three-fourths of the issued shares of the class, or is confirmed by a special resolution passed at a separate general meeting of the holders of shares of that class, and all the provisions hereinafter contained as to general meetings shall, mutatis mutandis, apply to every such meeting; but so that the quorum thereof shall be members holding, or representing by proxy, a three-fourths of the nominal amount of the issued shares of the class. This clause is not to derogate from any power the Company would have if this clause were omitted.

BORROWING POWERS.

46. The Directors may from time to time, at their discretion, raise or borrow or secure the payment of, any sum or sums of money for the purposes of the Company.

47. The Directors may raise or secure the payment or repayment of such moneys in such manner, and upon such terms and conditions in all respects as they think fit; and, in particular, by the issue of debentures of the Company, charged upon all or any part of the property of the Company (both present and future), including its uncalled capital for the time being.

48. Debentures and other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued.

49. Any debentures or other securities may be issued at a discount, premium, or otherwise, and with any special privileges as to redemption, surrender, drawings, allotment of shares, attending and voting at general meetings of the Company, appointment of Directors, and otherwise.

50. The Directors shall cause a proper register to be kept, in accordance with statute, of all mortgages and charges specifically affecting the property of the Company.

51. If the Directors, or any of them, or any other persons, shall become personally liable for the payment of any sum primarily due from the Company, the Directors may execute or cause to be executed any mortgage, charge or security over or affecting the whole or any part of the assets of the Company by way of indemnity to secure the Directors or persons so becoming liable as aforesaid from any loss in respect of such liability.

MEETINGS.

52. The first ordinary general meeting of the Company shall be held as required by statute at such time and place as may be determined by the Directors. Subsequent ordinary general meetings shall be held once in every six months at such time and place as aforesaid.

53. The general meetings referred to in the last preceding article shall be called ordinary meetings. All other meetings of the Company shall be called extraordinary meetings.

54. The Directors may, whenever they think fit, and they shall, on the requisition of the holder or holders of not less than one-tenth of the issued capital of the Company upon which all calls or other sums then due have been paid, forthwith proceed to convene an extraordinary general meeting of the Company, and in the case of such requisition the following provisions shall have effect:—

(1) The requisition must state the objects of the meeting, and must be signed by the requisitioner or requisitionists, and deposited at the office, and may consist of several documents in like form, each signed by one or more requisitionists.

(2) If the Directors of the Company do not proceed to cause a meeting to be held within twenty-one days from the date of the requisition being so deposited, the requisitioner or requisitionists or a majority of them in value, may themselves convene the meeting; but any meeting so convened shall not be held after three months from the date of such deposit.
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(3) Any meeting convened under this clause by a requisitionist or requisitionists shall be convened in the same manner as nearly as possible as that in which meetings are to be convened by Directors.

(4) In the event of any requisitionist being a company, any requisition, notice, or other document under this article shall be deemed to be sufficiently signed and executed by that company if signed on behalf of such company by the Secretary or other officer thereof.

55. Seven clear day's notice to the members, specifying the place, day, and hour of meeting, and, in case of special business, the general nature of such business, shall be given, either by advertisement or by notice sent by post, or otherwise served, as hereinafter provided.

56. The accidental omission to give any such notice to any of the members shall not invalidate any resolution passed at any such meeting.

PROCEEDINGS AT GENERAL MEETINGS.

57. The business of an ordinary general meeting shall be to receive and consider the accounts and reports (if any) presented by the Directors and Auditors, and to elect Directors and other officers in the place of those retiring by rotation, and to transact any other business which under these presents ought to be transacted at an ordinary general meeting. All other business transacted at an ordinary general meeting and all business transacted at an extraordinary general meeting shall be deemed special.

58. Five members personally present holding or representing by proxy not less than 5,000 shares shall be a quorum for a general meeting.

59. No business shall be transacted at any general meeting unless the quorum requisite shall be present at the commencement of the business.

60. The Chairman of Directors shall be entitled to take the chair at every general meeting, or, if there be no Chairman, or, if at any meeting he shall not be present within five minutes after the time appointed for holding such meeting, the members present shall choose another Director as Chairman; and, if no Director be present, or, if all the Directors present decline to take the chair, then the members present shall choose one of their number to be Chairman.

61. If within fifteen minutes from the time appointed for the meeting a quorum is not present, the meeting, if convened upon such requisition as aforesaid, shall be dissolved; but 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 such adjourned meeting a quorum is not present, those members who are present shall be a quorum, and may transact the business for which the meeting was called.

62. Every question submitted to a meeting shall be decided in the first instance, by a show of hands, and in the case of an equality of votes the Chairman shall, both on show of hands and at the poll, have a casting vote in addition to the vote or votes to which he may be entitled as a member.

63. At any general meeting, unless a poll is demanded by the Chairman or by one or more members, holding or representing by proxy or entitled to vote in respect of at least 5,000 shares, a declaration by the Chairman that a resolution has been carried, or carried 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 favor of or against such resolution.

64. If a poll is demanded as aforesaid, it shall be taken in such manner and at such time and at such place as the Chairman of the meeting directs, and either at once, or after an interval
or adjournment, or otherwise, and the result of the poll shall be
demed to be the resolution of the meeting at which the poll was
demanded. The demand of a poll may be withdrawn.

65. Subject to the provisions of Article 76, in case of any
dispute as to the admission or rejection of a vote, the Chairman
shall determine the same, and such determination made in good
faith shall be final and conclusive.

66. The Chairman of a general meeting may, with the con-
sent of the meeting, adjourn the same 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.

67. Any poll duly demanded on the election of a Chairman
of a meeting, or any question of adjournment, shall be taken at
the meeting, and without adjournment.

68. The demand of a poll shall not prevent the continuance
of a meeting for the transaction of any business other than the
question on which the poll has been demanded.

VOTES OF MEMBERS.

69. On a show of hands every member present in person
shall have one vote, and upon a poll every member present in
person or by proxy shall have one vote for every share held by
him. Where a corporation, being a member, is present by proxy
who is not a member, such proxy shall be entitled to vote for
such corporation on a show of hands.

70. Any person entitled under the transmission clause to
transfer any shares may vote at any general meeting in respect
thereof in the same manner as if he were the registered holder
of such shares, provided that forty-eight hours at least before
the time of holding the meeting he has produced satisfactory
evidence of title in terms of that clause.

71. If there be joint registered holders of any shares the
member whose name stands first on the Register and no other
shall be entitled to vote in respect of such shares but the other
or others of the joint holders shall be entitled to be present at
the general meetings. Several executors or administrators of a
decayed member in whose name any share stands shall for the
purposes of this clause be deemed joint holders thereof.

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

73. The instrument appointing a proxy shall be in writing,
under the hand of the appointor or of his attorney, or, if such
appointor is a corporation, under its common seal, or the hand
of its attorney or secretary. No person shall be appointed a
proxy who is not a member of the Company and qualified to
vote, save that a corporation being a member of the Company
may appoint as its proxy one of its officers, though not a mem-
der of the Company.

74. The instrument appointing a proxy (and the power of
attorney, if any, under which it is signed) shall be deposited at
the registered office of the Company not less than ninety-six
hours before the time for holding the meeting at which the per-
son named in such instrument proposes to vote, but no instru-
ment appointing a proxy shall be valid after the expiration of
twelve months from the date of its execution.

75. Every instrument of proxy, whether for specified meet-
ing or otherwise, shall, as nearly as circumstances will admit, be
in the form or to the effect following:

THE BANK OF ADELAIDE.

I, (or, or failing him, )
being a member of The Bank of
Adelaide, hereby appoint
(or, or failing him,
) 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.

Dated this day of 19
In addition to the foregoing form, the Directors may at any
time prescribe a form of proxy which may also be used generally
or at any meeting specified or otherwise.

No instrument appointing a proxy shall be invalid on ac­
count of the name of the second and/or third appointee being
at any time left blank or on account of the name or names of
the person or persons appointed to act, or on account of the date
therein being left blank at the time of execution of the instru­
ment, or on account of bearing a date (printed or written) later
than the date when the instrument was actually signed, or exe­
cuted, or on account of there being no witness to the signature
of the appointor. A vote given in accordance with the terms of
an instrument of proxy shall be valid, notwithstanding the
previous death of the principal, or revocation of the proxy, pro­
vided no reliable intimation in writing of the death or revocation
shall have been received at the Head Office of the Company be­
fore the meeting or adjourned meeting.

The Chairman of Directors (or the person acting as such
for the time being) or his nominee may at any convenient time
decide whether any proxy is valid and subsisting or not and
whether any such intimation as aforesaid is reliable or not. Any
decision in this behalf shall be final and conclusive.

No shareholder shall be entitled to be present or to vote on
any question, either personally, or by proxy, or as a proxy for
another shareholder, at any meeting of shareholders, or upon a
poll, or be reckoned in a quorum, whilst any call or other sum
shall be due and payable to the Company in respect of any
shares of such shareholder.

No proxy shall be used at any adjourned meeting which
could not have been used at the original meeting.

If any Power of Attorney has been deposited in the Gen­
eral Registry Office or in the office of the Registrar of Com­
panies at Adelaide then a duly officially certified copy thereof
can be deposited with the Company in lieu of the original.

On a poll held for the election of Directors and where there
is more than one vacancy to be filled shareholders and proxies
shall vote for the full number of candidates to be elected; any
vote not cast for the full number of candidates to be elected
shall be informal.

DIRECTORS.

76. Until otherwise determined by a general meeting the
number of Directors shall be five, and they shall respectively
continue to hold office until they are respectively required to
retire in manner hereinafter provided.

77. The persons hereinafter named are the present Direc­
tors, that is to say, Howard Watson Lloyd, Arthur Graham
Rymill, Edward Wheewall Holden, Charles Richmond John
Glover, and Alfred Allan Simpson.

78. The qualification of Director shall be the holding of two
hundred shares in the Company, not necessarily in his own
right.

79. The Directors shall be paid out of the funds of the Com­
pany, by way of remuneration for their services, at the rate of
£2,500 per annum, and such further sums as the Company in
general meeting may from time to time determine, and such re­
numeration shall be divided amongst them in such proportion
and manner as the Directors may unanimously determine, and
in default of such determination within the year equally.

80. The continuing Directors may act notwithstanding any
vacancy in their body, but so that if the number fall below a
quorum the Directors shall act so long as the number is below
a quorum for the purpose only of filling vacancies or of calling
general meetings.
When office of Directors, to be vacated.

81. The office of a Director shall, ipso facto, be vacated:
(a) If he becomes insolvent, bankrupt, or suspends payment, or compounds with his creditors.
(b) If he is found lunatic or becomes of unsound mind.
(c) If he is absent from the meetings of the Directors during a period of three calendar months without special leave of absence from the Directors.
(d) If by notice in writing to the Company he resigns his office.
(e) If he ceases to hold the number of shares required to qualify him for office.

Disqualification of Directors.

82. No Director shall be disqualified by his office from holding any office or place of profit under any company in which this Company shall be shareholder or otherwise interested, or 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 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 general notice that a Director is a member of any specified firm or company, and is to be regarded as interested in all transactions with that firm or company, shall be sufficient disclosure under this clause as regards such Director and the said transactions, and after such general notice relating to any particular transaction with that firm or company.

Directors may act as promoters.

83. A Director of this Company may be or become a promoter or Director of any company promoted by this Company, or in which it may be or become interested as a vendor, shareholder, or otherwise, and no such Director shall be accountable for any profits received as promoter, Director, or member of such company.

Rotation of Directors.

84. At the first ordinary general meeting to be held in the year 1929, and at every succeeding first ordinary general meeting in each year, one of the Directors shall retire from office.

85. The Company in general meeting may from time to time increase or reduce the number of Directors, and may alter their qualification, and may also determine in what rotation such increased or reduced number is to go out of office.

86. A retiring Director shall retain office until the dissolution of the meeting at which his successor is elected.

87. All the present Directors shall in turn retire, and the Director so to retire shall, from time to time, be determined by agreement or by lot; after all the present Directors have retired the Director to retire shall be the one who has been longest in office. As between two or more who have been in office an equal length of time, the Director to retire shall, in default of agreement between them, then be determined by lot. The length of time a Director has been in office shall be computed from his last election or appointment where he has previously vacated office. A retiring Director shall be eligible for re-election. If any doubt or difficulty shall arise from any cause whatsoever as to which Director should retire, then such doubt and difficulty shall be absolutely and finally determined by a resolution of the Board.

Meeting to fill up vacancies.

88. The Company at any general meeting at which any Directors retire shall fill up the vacated offices by electing a like number of persons to be Directors.
89. If, at any general meeting at which an election of Directors ought to take place, the places of the retiring Directors are not filled up, the retiring Directors, or such of them as have not had their places filled up, shall, if willing, continue in office until the dissolution of the first ordinary meeting in the next year, and so on from year to year until their places are filled up.

90. The Company may by special resolution remove any Director before the expiration of his period of office, and by ordinary resolution appoint another person in his stead; the person so appointed shall hold office during such time only as the Director in whose place he is appointed would have held the same if he had not been removed.

91. Any casual vacancy in the office of Directors shall be filled by the remaining Directors or Director, or, failing any remaining Director, by a general meeting, but any person so chosen shall retain his office so long as the vacating Director would have retained the same if no vacancy had occurred.

92. No person, not being a retiring Director, shall, unless recommended by the Directors for election, be eligible for election to the office of Director at any general meeting, unless he, or some other member intending to propose him, has at least fourteen clear days before the meeting, left at the office of the Company a notice in writing, duly signed, signifying his candidature for the office, or the intention of such member to propose him. Provided that in case of a person recommended by the Directors for election ten clear days' notice only shall be necessary.

PROCEEDINGS OF DIRECTORS.

93. The Directors may meet together for the dispatch of business, adjourn, and otherwise regulate their meetings and proceedings as they think fit, and may determine the quorum necessary for the transaction of business. Until otherwise determined three Directors shall be a quorum. It shall not be necessary to give notice of a meeting of the Directors to a Director who is not within the State of South Australia.

94. A Director may at any time (and the Manager, upon the request of a Director, shall) convene a meeting of the Directors. Questions arising at any meeting shall be decided by a majority of votes, and in case of an equality of votes the Chairman shall have a second or a casting vote.

95. The Directors may elect a Chairman and a Deputy Chairman of their meetings, and determine the period for which he is to hold office; but if no such Chairman is elected, or if at any meeting any such Chairman is not present at the time appointed for holding the same, the Directors present shall choose some one of their number to be Chairman of such meeting.

96. 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, and discretions by or under the regulations of the Company for the time being vested in or exercisable by the Directors generally.

97. The Directors may delegate any of their powers to committees consisting of such member or members of their body as they think fit, and may from time to time revoke such delegation. A committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may from time to time be imposed upon it by the Directors. The meetings and proceedings of any such committee, consisting of two or more members shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Directors so far as the same are applicable thereto, and are not superseded by any regulations made by the Directors under this clause.

98. All acts done by any meeting of the Directors or by a Committee of Directors, or by any person acting as a Director shall, notwithstanding that it shall afterwards be discovered that...
there was some defect in the appointment of such Director, or persons 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.

99. A resolution in writing, signed by all the Directors, shall be as valid and as effectual as if it had been passed at a meeting of the Directors duly called and constituted.

100. If any Director, being willing, shall be called upon to perform extra services, or to make any special exertions in going or residing abroad, or otherwise, for any of the purposes of the Company, the Company may remunerate the Director so doing in such manner as may be determined by the Directors, and such remuneration may be either in addition to or in substitution for his share in the remuneration above provided.

POWERS OF DIRECTORS.

101. The management of the business of the Company shall be vested in the Directors, who, in addition to the powers and authorities by these presents or otherwise expressly conferred upon them, may exercise all such powers and do all such acts and things as may be exercised or done by the Company and are not hereby or by Statute expressly directed or required to be exercised or done by the Company in general meeting, but subject nevertheless to the provisions of the Statutes, and of these presents, and to any regulations from time to time made by the Company in general meeting: Provided that no regulation so made shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made.

102. Without prejudice to the general powers conferred by the last preceding clause, and the other powers conferred by these presents, it is hereby expressly declared that the Directors shall have the following powers; that is to say, power—

(1) To pay the costs, charges, and expenses preliminary and incidental to the registration of the Company.

(2) To sell, let, exchange, or otherwise dispose of absolutely or unconditionally any part of the property and assets of the Company upon such terms and conditions and for such consideration as they may think fit.

(3) To accept payment for all or any property or assets sold, let, exchanged, or disposed of, or any services rendered by the Company either wholly or partially in cash or in shares, bonds, debentures, or securities of another company, whether such shares shall be fully or partly paid up or preferred, deferred, or ordinary.

(4) To, pursuant to a special resolution of the shareholders, sell or otherwise dispose of absolutely or unconditionally the whole of the property assets and undertaking of the Company upon such terms and conditions and for such consideration as may be determined by the Directors and approved of by the said special resolution.

(5) To purchase or otherwise acquire for the Company any property, rights, or privileges (including any property, rights, or privileges in which any Director or shareholder is directly or indirectly wholly or partially interested) which the Company is authorised to acquire, at such price, and generally on such terms and conditions, as they think fit.

(6) To pay for any property, rights, or privileges acquired by, or services rendered to, the Company, either wholly or partially in cash or in shares, bonds, debentures, or other securities of the Com-
pany, and any such shares may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon; and any such bonds, debentures, or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital, or not so charged.

(7) To secure the fulfilment of any contracts or engagements entered into by the Company, by mortgage, or charge of all or any of the property of the Company and its uncalled capital for the time being, or in such other manner as they may think fit.

(8) To appoint, and, at their discretion, remove or suspend such managers, secretaries, officers, clerks, agents, and servants for permanent, temporary, or special services, as they may from time to time think fit, and to determine their powers and duties, and fix their salaries or emoluments, and to require security in such instances and to such amount as they think fit.

(9) To appoint any person or persons (whether incorporated or not) to accept and hold in trust for the Company any property belonging to the Company or in which it is interested, or for any other purposes, and to execute and do all such deeds and things as may be requisite in relation to any such Trust, and to provide for the remuneration of such Trustee or Trustees.

(10) To institute, conduct, defend, compound, or abandon, any legal proceedings by or against the Company, or its officers, or otherwise concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debts due and of any claims or demands by or against the Company.

(11) To refer any claims or demands by or against the Company to arbitration, and observe and perform the awards.

(12) To make and give receipts, releases, and other discharges for money payable to the Company, and for the claims and demands of the Company.

(13) To determine who shall be entitled to sign on the Company's behalf bills, notes, receipts, acceptances, endorsements, cheques, releases, contracts, and documents.

(14) To invest and deal with any of the moneys of the Company not immediately required for the purposes thereof, upon such securities, not being shares in this Company, and in such manner as they may think fit, and from time to time to vary or realise such investments.

(15) To execute in the name and on behalf of the Company, in favor of any Director or other person who may incur or be about to incur any personal liability for the benefit of the Company such mortgages of the Company's property (present and future) as they think fit, and any such mortgage may contain a power of sale and such other powers, covenants, and provisions as shall be agreed on.

(16) Before declaring any dividend to set aside, out of the profits of the Company, such sums as they think proper as a reserve fund to meet contingencies or for equalising or for special dividends, or for repairing, insuring, improving and maintaining any of the property of the Company, and for such other purposes as the Directors shall in their absolute
discretion think conducive to the interest of the Company; and to invest the several sums so set aside upon such investments (other than shares of the Company) as they may think fit, and from time to time to deal with and vary such investments, and dispose of all or any part thereof for the benefit of the Company, and to divide the reserve fund into such special funds as they think fit, with full power to employ the assets constituting the reserve fund in the business of the Company, and that without being bound to keep the same separate from the other assets.

(17) From time to time to deal with, capitalise and/or otherwise dispose of any profits funds (reserved or otherwise) and/or any assets of the Company in any manner that the Directors may in their absolute and uncontrolled discretion deem advisable (including declarations of dividends and/or making calls) whereby there may be distributed amongst the shareholders any specific assets of the Company and/or paid and/or partly paid up shares of the Company and/or debentures and/or debenture stock of the Company and/or any paid or partly paid shares debentures and/or debenture stock of any other company and to absolutely settle any difficulty that may arise in connection with the foregoing in such manner as the Directors may think fit and all this without prejudice to any other powers that the Directors may have in this behalf either with or without the sanction and/or consent of any general meeting of the Company or otherwise.

(18) To continue and carry on the operations of the Provident Fund already established by The Bank and to make all necessary arrangements and agreements in this behalf with the Trustees of that Fund, and to continue and carry out with all modifications necessary to meet the circumstances the trusts declared in connection with the same by deed.

(19) To establish and aid in the establishment of any other or further Provident Fund to be established for the benefit of the officers of the Company, and to execute trusts, deeds, and other instruments, appoint trustees, make rules and regulations for the maintenance, administration, management, and ultimate destination of any Provident Fund (including that already established as aforesaid) and to allows benefits thereunder and to rescind, alter, add to, and amend any such rules and regulations and make others in addition thereto and in lieu thereof, and to do all such other acts and things (whether of the same nature or not) in relation to the said funds or any of them as the Directors may from time to time consider necessary and advisable.

(20) To from time to time pay and contribute to any such fund (or funds) as aforesaid out of the assets for the time being of the Company by way of capital payment and/or annual payment any sums of money which the Directors may in their absolute discretion think fit, and also to accept and retain on loan for the purpose of the business of the Company and/or retain, keep, and employ in the said business the whole or any part of any Provident Fund with all additions, accretions, and contributions to any such fund, and to from time to time determine the persons entitled to the benefits in respect of any such fund.

(21) From time to time to make, vary, and repeal by-laws for the regulation of the business of the Company, its officers and servants.
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(22) To enter into all such negotiations and contracts, and rescind and vary all such contracts, and execute and do all such acts, deeds, and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of the matters aforesaid, or otherwise for the purposes of the Company.

MANAGEMENT OF AFFAIRS OF COMPANY

BEYOND THE STATE.

103. (1) The Directors may from time to time provide for the management of the affairs of the Company outside the State of South Australia in such manner as they shall think fit, and the provisions contained in the eight next following paragraphs shall be without prejudice to the general powers conferred by this paragraph.

(2) The Directors from time to time, and at any time, may establish any local boards or agencies for managing any of the affairs of the Company outside the State of South Australia, and may appoint any persons to be members of such local board or any managers or agents, and may fix their remuneration.

(3) The Directors from time to time, and at any time, may 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 members for the time being of any 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, revoke, or vary any such delegation or any arrangements or appointments made under any of the provisions of this Article.

(4) The Directors may at any time, and from time to time, by power of attorney under the seal, appoint any persons to be the 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 favor of the members, or any of the members, of any local board established aforesaid, or in favor of any company, or of the members, Directors, nominees, or managers of any company or firm, or otherwise in favor 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 attorneys as the Directors think fit.

(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 Australian State or in England, or in any other place, a branch register of members resident in such State, or England, or in such other place, and a local seal.
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(7) Any share certificates or debenture certificates issued by any local board or authority may be under the hands of one or more of the members of such local board or authority acting on behalf of the Company, and need not be executed under the seal or local seal of the Company.

(8) The Directors, may, from time to time, make such provisions as they may think fit respecting the transfer of shares or debentures from the register to any such branch register, and vice versa, and for the keeping of any such branch registers.

(9) 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.

SOLICITORS, &c.

104. Messrs. Baker, McEwin, Ligertwood and Millhouse, of Adelaide, are the present Solicitors to the Company in the State of South Australia.

THE SEAL.

105. The Directors shall provide a common seal with the name of the Company inscribed thereon, and may change the same from time to time, as they may think fit. And such common seal shall be kept at the registered office of the Company. And the said common seal shall not be affixed to any deed, instrument, or document, except under and by virtue of a minute of the Board and in the presence of one Director, and to every deed, instrument, or document to which the said seal shall be so affixed, the said Director as well as the Manager or other officer in whose presence the seal shall have been affixed shall add their names in witnessing the following form:—

Given under the common seal of The Bank of Adelaide, this day of 19 .

A. B., Director.

E. F., Manager (Seal.)

DIVIDENDS.

106. Subject as aforesaid, and to any terms and conditions on which any shares are issued, the profits of the Company shall be divisible among the members in proportion to the amount paid up, or deemed so to be, on the shares held by them respectively.

107. The Directors may from time to time declare and pay dividends out of the profits of the Company.

108. No dividend shall be payable except out of the profits of the Company, and no dividend shall carry interest as against the Company.

109. The declaration of the Directors as to the amount of the net profits of the Company shall be conclusive.

110. When declaring a dividend the Directors may make a call on the shareholders of such amount as the Directors may determine, but so that the call on each member shall not exceed the dividend payable to him, and so that the call may be made payable at the same time as the dividend, and the dividend may, if the Directors so think fit, be set off against the call. The power to make a call given in this Article shall be in addition to any powers herebefore given to make calls.

111. When declaring a dividend the Directors 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.
112. 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 (or representing premiums received on the issue of shares and standing to the credit of the share premium account) be capitalised and distributed amongst such of the shareholders as would be entitled to receive the same if distributed by way of dividend and in the same proportions 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 such shareholders in paying up in full any unissued shares of the Company which shall be distributed accordingly or in or towards payment of the uncalled liability on any issued shares, and that such distribution or payment shall be accepted by such shareholders in full satisfaction of their interest in the said capitalised sum.

113. For the purpose of giving effect to any resolution under the two last preceding articles the Directors may settle any difficulty which may arise in regard to the distribution as they think expedient, and in particular may issue fractional certificates, 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 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 section 25 of The Companies Act 1892, 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.

114. The Company may in general meeting pass a resolution to the effect that it is desirable to capitalise any profits arising from the revaluation of assets, and accordingly that the sum so capitalised be distributed as a bonus amongst the holders of ordinary shares in proportion to the ordinary shares held by them respectively and authorising the Directors to distribute amongst them sufficient unissued ordinary shares in like proportions to satisfy such bonus. When such resolution has been passed the Directors may allot and issue the number of unissued ordinary shares specified in such resolution credited as fully paid up to the holders of the outstanding ordinary shares in satisfaction of the said bonus and as nearly as may be in proportion to the number of ordinary shares held by them respectively, with full power to make such provisions by the issue of fractional certificates or otherwise as they think expedient for the case of fractions and prior to such allotment the Directors may authorise any person or persons on behalf of the holders of such ordinary shares to enter into any agreement with the Company providing for the allotment to them of such shares credited as fully paid up and in satisfaction as aforesaid. and any agreement made under such authority shall be effective.

115. The Directors may deduct from the dividends payable to any member all such sums of money as may be payable by him to the Company on account of calls and/or on any other account whatsoever. And the Directors may retain any dividend on which the Company has a lien, and may apply the same in or towards satisfaction of the debts, liabilities, or engagements in respect of which the lien exists.

116. A transfer of shares shall not pass the right to any dividend declared thereon before the registration of the transfer.

117. The Directors may retain the dividends payable upon shares in respect of which any person is under the transmission clause entitled to become a member, or which any person under that clause is entitled to transfer, until such person shall become a member in respect thereof or shall duly transfer the same.

118. In case several persons are registered as the joint holders of any share, any one of such persons may give effectual receipts for all dividends and payments on account of dividends in respect of such share.
119. Unless otherwise directed, any dividend may be paid by cheque or warrant sent through the post to the registered address of the member entitled, or, in the case of joint holders, to the registered address of that one whose name stands first on the register in respect of the joint holding; and every cheque or warrant so sent shall be made payable to the order of the person to whom it is sent.

120. All dividends unclaimed for one year after having been declared may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed.

ACCOUNTS.

121. The Directors shall cause true accounts to be kept of the sums of money received and expended by the Company, and the matters in respect of which such receipt and expenditure takes place, and of the assets, credits, and liabilities of the Company.

122. The books of account shall be kept at the office of the Company, or at such other place or places as the Directors shall think fit.

123. 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 the members; and no member 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 a resolution of the Company in general meeting.

124. At the first ordinary general meeting in the year 1929, and at the first ordinary general meeting in each subsequent year, the Directors shall lay before the Company a profit and loss account, and a balance sheet, containing a summary of the property and liabilities of the Company, made up to a date not more than four months before the meeting, from the time when the last preceding account and balance sheet were made up.

125. Every such balance sheet shall be accompanied by a report of the Directors as to the state and condition of the Company; and the account, report, and balance sheet shall be signed by one Director and countersigned by the Secretary.

AUDIT.

126. The accounts of the Company shall be examined, and the correctness of the profit and loss account and balance sheet ascertained by one or more Auditor or Auditors.

127. The Company at the first ordinary general meeting in each year shall appoint an Auditor or Auditors to hold office for the ensuing year, and the following provisions shall have effect, that is to say—

(1) A Director or officer of the Company shall not be capable of being appointed Auditor of the Company.

(2) The present Auditors shall remain the Auditors until the first ordinary general meeting, unless previously removed by a resolution of the shareholders in general meeting, in which case the shareholders at such meeting may appoint an Auditor or Auditors.

(3) A person other than a retiring Auditor shall not be capable of being appointed Auditor at an ordinary general meeting unless notice of an intention to nominate that person to the office of Auditor has been given by a shareholder to the Company not less than fourteen clear days before the meeting.

(4) The Directors of the Company may fill any casual vacancy in the office of Auditor, but while any such vacancy continues the surviving or continuing Auditor or Auditors (if any) may act.
128. The remuneration of the Auditors of the Company shall be fixed in general meeting.

129. Every Auditor of the Company shall have a right of access at all times to the books and accounts and vouchers of the Company, and shall be entitled to require from the Directors and officers of the Company such information and explanation as may be necessary for the performance of the duties of the Auditors.

130. Every account of the Directors, when audited and approved by a general meeting, shall be conclusive, except as regards any error discovered therein within three months next after the approval thereof. Whenever any such error is discovered within that period, the account shall forthwith be corrected, and thenceforth shall be conclusive.

NOTICES.

131. A notice may be served by the Company upon any member either personally or by sending it through the post in a prepaid envelope or wrapper, addressed to such member at his registered place of address.

132. Each holder of registered shares, whose registered place of address is not in South Australia, may from time to time notify in writing to the Company an address in South Australia, which shall be deemed his registered place of address within the meaning of the last preceding clause.

133. As regards those members who have no registered place of address in South Australia, a notice posted up in the office shall be deemed to be well served on them at the expiration of twenty-four hours after it is so posted up.

134. Any notice required to be given by the Company to the members, or any of them, and not expressly provided for by these presents, shall be sufficiently given if given by advertisement.

135. Any notice required to be or which may be given by advertisement shall be advertised once in one or more Adelaide daily newspapers.

136. All notices shall, with respect to any registered shares to which persons are jointly entitled, be given to whichever of such persons is named first in the register, and notice so given shall be sufficient notice to all the holders of such shares.

137. Any notice sent by post shall be deemed to have been served on the day following that on which the envelope or wrapper containing the same is posted, and in proving such service it shall be sufficient to prove that the envelope or wrapper containing the notice was properly addressed and put into the post office. A certificate in writing signed by the Manager or other officer of the Company that the letter envelope or wrapper containing the notice was so addressed and posted shall be conclusive evidence thereof.

138. Every person who, by operation of law, transfer, or other means whatsoever, shall become entitled to any share, shall be bound by every notice in respect of such shares which previously to his name and address being entered on the register shall be duly given to the person from whom he derives his title to such share.

139. Any notice or document delivered or sent by post to or left at the registered address of any member in pursuance of these presents shall, notwithstanding such member be then deceased, and whether or not the Company have notice of his decease, be deemed to have been duly served in respect of any registered shares, whether held solely or jointly with other persons by such member, until some other person be registered in his stead as the holder or joint holder thereof, and such service shall for all purposes of these presents be deemed a sufficient service of such notice or document on his heirs, executors, or administrators, and all persons (if any) jointly interested with him in any share.
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140. The signature to any notice to be given by the Company may be written or printed.

141. When a given number of days notice or notice extending over any other period is required to be given, the day of service shall, unless it is otherwise provided, be counted in such number of days or other period.

142. In the event of a winding-up of the Company, every member of the Company, who is not for the time being in South Australia, shall be bound, within fourteen days after the passing of an effective resolution to wind up the Company voluntarily, and after the making of an order for the winding-up of the Company, to serve notice in writing on the Company appointing some householder in Adelaide, upon whom all summonses, notices, process, orders, and judgments in relation to or under the winding-up of the Company may be served, and in default of such nomination the liquidator of the Company shall be at liberty, on behalf of such member, to appoint some such person and service upon any such appointee, whether appointed by the member or the liquidator, shall be deemed to be good personal service on such member for all purposes; and where the liquidator makes any such appointment he shall, with all convenient speed, give notice thereof to such member by advertisement in one Adelaide daily newspaper, or by a registered letter sent through the post and addressed to such member at his address as mentioned in the register of members of the Company, and such notice shall be deemed to be served on the day following that on which the advertisement appears or the letter is posted.

143. Every Director, Manager, Auditor, Trustee, member of a committee, officer, servant, agent, accountant, or other person employed in the business of the Company, shall, before entering upon his duties, sign a declaration pledging himself to observe a strict secrecy respecting all transactions of the Company in relation to the customers and the state of accounts with any persons, and in matters relating thereto, and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties, except when required so to do by the Directors or by any meeting, or by a Court of Law, or by the persons to whom such matters relate, and except so far as may be necessary in order to comply with any of the provisions in these presents contained.

INDEMNITY:

144. Every Director, Manager, and other officer or servant of the Company shall be indemnified by the Company against, and it shall be the duty of the Directors out of the funds of the Company to pay all costs, losses, and expenses which any such Director, Manager, officer or servant may incur or become liable to by reason of any contract entered into, or act or thing done by him as such Director, Manager, officer or servant, or in any way in the discharge of his duties, including travelling expenses.

145. No Director or other officer of the Company shall be liable for the acts, receipts, neglects, or defaults of any other Director or officer, or for joining in any receipt or other act for conformity, or for any loss or expense happening to the Company through the insufficiency or deficiency of title to any property acquired by order of the Directors for, or on behalf of, the Company, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency, or tortious act of any person with whom any moneys, securities, or effects shall be deposited, or for any loss occasioned by any error of judgment or oversight on his part, or for any other loss, damage, or misfortune whatever which shall happen in the execution of the duties of his office in relation thereto, unless the same happen through his own dishonesty.

ARBITRATION.

146. The Company may, from time to time, by writing under its common seal, agree to refer, and may refer, to arbitration any existing or future difference, question, or other matter whatsoever in dispute between itself and any other company or per-
19° GEORGII V. (PRIVATE ACT).

The Bank of Adelaide's Registration under the Companies Act 1892 Act.—1928.

son, and the parties to the arbitration may delegate to the person or persons to whom the reference is made power to settle any terms, order anything to be done, or determine any matter capable of being lawfully determined by the parties to the reference themselves or the Directors or other managing body of any company party to the reference.

WINDING-UP.

147. If the Company shall be wound up, and the assets available for distribution among the members as such, shall be insufficient to repay the whole of the paid-up capital, such assets shall be distributed so that, as nearly as may be, the losses shall be borne by the members in proportion to the capital paid up, or which 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 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 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.

SALE OF UNDERTAKING.

148. On any sale of the undertaking of the Company, the Directors or the liquidators on a winding-up may, if authorised by a special resolution, accept fully paid or partly paid-up shares, debentures or securities of any other company, whether British, foreign, or colonial, either then existing or to be formed for the purchase in whole or in part of the property of the Company, and the Directors (if the profits of the Company permit) or the liquidators (on a winding-up) may distribute such shares, securities, or any other property of the Company amongst the members without realisation, or vest the same in trustees for them, and any special resolution may provide for the distribution or appropriation of the cash, shares or other securities, benefits or property, otherwise than in accordance with the strict legal rights of the members or contributories of the Company, and for the valuation of any such securities or property at such price and in such manner as the meeting may approve, and all holders of shares shall be bound to accept and shall be bound by any valuation or distribution so authorised, and waive all rights in relation thereto, save only in case the Company is proposed to be or is in the course of being wound up, such statutory rights (if any) under Section 173 of The Companies Act 1892, as are incapable of being varied or excluded by these presents.

We, the undersigned, being shareholders in The Bank of Adelaide, have subscribed our names to this Memorandum of Association pursuant to the provisions of "The Bank of Adelaide's Registration under The Companies Act 1892 Act".

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Dated this day of 1928.

Witness to the above signatures.
## First Part

**Weekly Statement showing the amount and nature of the Debts, Engagements, and Liabilities, and of the Assets and Property or Securities of the Bank of Adelaide, from the 1st to the 31st, 19...**

<table>
<thead>
<tr>
<th>Liabilities</th>
<th>Amount</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Notes in Circulation</td>
<td>Not bearing Interest</td>
<td>£ s. d.</td>
</tr>
<tr>
<td>Bills in Circulation</td>
<td>Not bearing Interest</td>
<td>£ s. d.</td>
</tr>
<tr>
<td>Balance due to other Banks</td>
<td></td>
<td>£ s. d.</td>
</tr>
<tr>
<td>Deposits</td>
<td>Not bearing Interest</td>
<td>£ s. d.</td>
</tr>
<tr>
<td></td>
<td>Bearing Interest</td>
<td>£ s. d.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>£ s. d.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Assets</th>
<th>Amount</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coined Gold and Silver, and other</td>
<td>£ s. d.</td>
<td></td>
</tr>
<tr>
<td>Coined Metals</td>
<td>£ s. d.</td>
<td></td>
</tr>
<tr>
<td>Gold and Silver, in bullion and bars</td>
<td>£ s. d.</td>
<td></td>
</tr>
<tr>
<td>Public Securities</td>
<td>£ s. d.</td>
<td></td>
</tr>
<tr>
<td>Landed Property</td>
<td>£ s. d.</td>
<td></td>
</tr>
<tr>
<td>Notes and Bills of other Banks</td>
<td>£ s. d.</td>
<td></td>
</tr>
<tr>
<td>Amount of all debts due to the Bank,</td>
<td>£ s. d.</td>
<td></td>
</tr>
<tr>
<td>including Notes, Bills of Exchange,</td>
<td>£ s. d.</td>
<td></td>
</tr>
<tr>
<td>and all Stock and Funded Debts of</td>
<td>£ s. d.</td>
<td></td>
</tr>
<tr>
<td>every description, excepting Notes,</td>
<td>£ s. d.</td>
<td></td>
</tr>
<tr>
<td>Bills, and Balances due to the</td>
<td>£ s. d.</td>
<td></td>
</tr>
<tr>
<td>Bank from other Banks</td>
<td>£ s. d.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Totals</th>
<th>£ s. d.</th>
</tr>
</thead>
</table>

General Manager.

Accountant or Clerk.

---

**Second Part**

**General Abstract, showing the average amount of the Liabilities and Assets of the Bank of Adelaide, taken from the several weekly statements during the Quarter from the 1st to the 31st, 19...**

<table>
<thead>
<tr>
<th>Liabilities</th>
<th>Amount</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Notes in Circulation</td>
<td>Not bearing Interest</td>
<td>£ s. d.</td>
</tr>
<tr>
<td>Bills in Circulation</td>
<td>Not bearing Interest</td>
<td>£ s. d.</td>
</tr>
<tr>
<td>Balance due to other Banks</td>
<td></td>
<td>£ s. d.</td>
</tr>
<tr>
<td>Deposits</td>
<td>Not bearing Interest</td>
<td>£ s. d.</td>
</tr>
<tr>
<td></td>
<td>Bearing Interest</td>
<td>£ s. d.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>£ s. d.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Assets</th>
<th>Amount</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coined Gold and Silver, and other</td>
<td>£ s. d.</td>
<td></td>
</tr>
<tr>
<td>Coined Metals</td>
<td>£ s. d.</td>
<td></td>
</tr>
<tr>
<td>Gold and Silver, in bullion and bars</td>
<td>£ s. d.</td>
<td></td>
</tr>
<tr>
<td>Public Securities</td>
<td>£ s. d.</td>
<td></td>
</tr>
<tr>
<td>Landed Property</td>
<td>£ s. d.</td>
<td></td>
</tr>
<tr>
<td>Notes and Bills of other Banks</td>
<td>£ s. d.</td>
<td></td>
</tr>
<tr>
<td>Amount of all debts due to the Bank,</td>
<td>£ s. d.</td>
<td></td>
</tr>
<tr>
<td>including Notes, Bills of Exchange,</td>
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<td></td>
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<td>and all Stock and Funded Debts of</td>
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<td>every description, excepting Notes,</td>
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<tr>
<td>Bank from other Banks</td>
<td>£ s. d.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Totals</th>
<th>£ s. d.</th>
</tr>
</thead>
</table>

General Manager.

Accountant or Clerk.

---

**Place and date.**

I, A.B., make oath, that, to the best of my knowledge and belief, the foregoing abstract is a true and faithful account of the average amount of Assets and Liabilities of the above Bank during the period specified; and that the same was made up from the weekly statements thereof, kept in pursuance of the provisions of the Bank of Adelaide's Registration under the Companies Act 1892 Act.

(Signed) A.B.

Sworn before me, at , this day of , 19...

C.D., Justice of the Peace.

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Adelaide: By authority, HARRISON WEIR, Government Printer, North Terrace.