

9. The Company shall be entitled to treat the registered holder of any share as the absolute owner thereof, and accordingly shall not be bound to recognize any partial, equitable, future, or contingent interest in any share, or any liability in respect of any share, other than the interest and liability to the Company of such registered holder.

10. The directors shall not employ the funds of the Company or any part thereof in the purchase of shares of the Company.

CERTIFICATES.

11. The certificates of shares shall be issued under the seal of the Company and signed by the president or vice-president and countersigned by the secretary, and in the absence of both president and vice-president, by one of the directors, and in the absence of the secretary one of the directors shall countersign instead. Such certificates shall be issued in such other manner as the directors shall from time to time by resolution determine.

12. Every member shall be entitled to one certificate for the shares registered in his name, or to several certificates each for a part of such shares. Each certificate of shares shall specify the number of the shares in respect of which it is issued.

13. 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.

14. For every certificate issued under the last preceding clause, there shall be paid to the Company the sum of 50 cents, or such smaller sum as the directors may determine.

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

TRANSFER AND TRANSMISSION.

16. Every transfer of any share in the Company shall be executed by the transferor and transferee, and the transferor shall be deemed to remain the holder of such share until the name of the transferee is entered into the register book in respect thereof.

17. The directors shall cause a valid and effectual form of instrument of transfer to be endorsed on the back of each certificate, and the instrument of any transfer of share shall be in the form so endorsed, or as near thereto as practicable.

18. Before registration of any transfer the instrument of transfer shall be left at the office of the Company together with the certificate of the shares to be transferred, and with such other evidence (if any) as the directors may require to prove the title of the transferor, and the transfer shall thenceforward be kept by the Company.

19. There shall be paid to the Company in respect of the registration of any transfer such fee, not exceeding 50 cents, as the directors deem fit.

20. The directors may decline to register any transfer of shares upon which the Company has a lien; and in case of shares not fully paid up, may refuse to register a transfer to a transferee of whom they do not approve.

21. The executors or administrators of a deceased member (not being one of several joint holders) shall be the only persons recognized 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 recognized by the Company as having any title to or interest in such shares.

22. Any guardian of any infant member, and any committee of a lunatic member, and any person becoming entitled to shares in consequence of the death 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, subject to the regulations as to transfers hereinbefore contained, transfer such shares to himself or any other person.

23. The transfer books shall be closed during the fourteen days immediately preceding the ordinary general meeting in each year.

INCREASE OF CAPITAL.

24. The Company in general meeting may, from time to time, increase the capital by the creation of new shares of such amount as may be deemed expedient by a vote representing two-thirds of the issued stock of the Company.

25. The new shares shall be issued upon such terms and conditions, and with such rights and privileges annexed thereto, as the general meeting resolving upon the creation thereof shall direct, 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.

26. 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 to all of the then members, in proportion to the amount of the capital held by them, or make other provisions as to the issue and allotment of new shares; and in default of any such determination, or so far as the same shall not extend, the new shares may be dealt with as if they formed part of the shares in the original capital.