Gazzetta tal-Gvern ta' Malta

The Malta Government Gazette

PUBBLIKATA B'AWTORITA' — PUBLISHED BY AUTHORITY

11,835] It-Tlieta, 7 ta' Diċembru, 1965 / *Tuesday, 7th December, 1965* [Prezz 1s. 4d. / [*Price 1s. 4d.*

NOTIFIKAZZJONIJIET TAL-GVERN

[Nru. 757]

AĠENT PRIM MINISTRU U MINISTRU TA' L-AFFARIJIET TAL-COMMONWEALTH U L-ESTERU

NGĦARRFU għall-informazzjoni ta' kulħadd illi, fuq il-parir ta' l-Onor. Prim Ministru, l-Eċċellenza Tiegħu l-Aġent Gvernatur-Ġenerali awtorizza lill-Onor. Dott. G. Felice, LL.D., M.P., Ministru ta' l-Iżvilupp Industrijali u Turiżmu, biex jagħmel id-doveri tal-Kariga ta' Prim Ministru u ordna illi l-imsemmi Onor. Dott. G. Felice, LL.D., M.P., jassumi d-doveri ta' Ministru ta' l-Affarijiet tal-Commonwealth u l-Esteru flimkien ma' dawk tal-Ministeru tiegħu f'kull każ b'seħħ mis-7 ta' Diċembru, 1965, matul l-assenza minn Malta ta' l-Onor. Dott. G. Borg Olivier, LL.D., Hon. D.Litt., M.P.

Is-7 ta' Diċembru, 1965.
(OPM 484/62)

[Nru. 758]

AĠENT MINISTRU TA' L-IŻVILUPP EKONOMIKU U FINANZI

NGĦARRFU għall-informazzjoni ta' kulħadd illi, fuq il-parir ta' l-Onor. il-Prim Ministru, l-Eċċellenza Tiegħu l-Aġent Gvernatur-Ġenerali ordna illi l-Onor. Dott T. Caruana Demajo, LL.D., M.P., Ministru tal-Ġustizzja, jassumi d-doveri ta' Ministru ta' l-Ippjanar Ekonomiku u Finanzi flimkien ma' dawk tal-Ministeru tiegħu b'seħħ mis-7 ta' Diċembru, 1965, matul l-assenza minn Malta ta' l-Onor. Dott. G. Borg Olivier, LL.D., Hon.D.Litt., M.P.

Is-7 ta' Diċembru, 1965.
(OPM 484/62)

GOVERNMENT NOTICES

[No. 757]

ACTING PRIME MINISTER AND MINISTER OF COMMONWEALTH AND FOREIGN AFFAIRS

IT is notified for general information that, acting on the advice of the Hon. the Prime Minister, His Excellency the Acting Governor-General has authorised the Hon. Dr G. Felice, LL.D., M.P., Minister of Industrial Development and Tourism, to perform the functions of the Office of Prime Minister and has directed that the said Hon. Dr G. Felice, LL.D., M.P., assume the duties of Minister of Commonwealth and Foreign Affairs in addition to those of his own Ministry in each case with effect from the 7th December, 1965, during the absence from Malta of the Hon. Dr G. Borg Olivier, LL.D., Hon. D.Litt., M.P.

7th December, 1965.

[No. 758]

ACTING MINISTER OF ECONOMIC PLANNING AND FINANCE

IT is notified for general information that, acting on the advice of the Hon. the Prime Minister, His Excellency the Acting Governor-General has directed that the Hon. Dr T. Caruana Demajo, LL.D., M.P., Minister of Justice, assume the duties of Minister of Economic Planning and Finance in addition to those of his own Ministry with effect from the 7th December, 1965, during the absence from Malta of the Hon. Dr G. Borg Olivier, LL.D., Hon. D.Litt., M.P.

7th December, 1965.

[Nru. 759]

KONSLU ONORARJU GĦALL-PORTUGALL

NGĦARRFU b'din illi, b'Kummissjoni datata l-31 ta' Mejju, 1965, il-President tar-Repubblika Portugiża innomina lis-Sur Antonio Mizzi biex ikun Konslu Onorarju għar-Repubblika tal-Portugall f'Malta.

Is-Sur Mizzi ġie mogħti għarfien proviżorju biex jaġixxi fil-kapaċità msemmija hawn fuq sakemm joħroġ l-Exequatur tal-Maestà Tagħha.

L-1 ta' Diċembru, 1965.
(CFA 2337/65)

[No. 759]

HONORARY CONSUL FOR PORTUGAL

IT is hereby notified that, by a Commission dated 31st May, 1965, the President of the Portuguese Republic has appointed Mr Antonio Mizzi to be Honorary Consul for the Republic of Portugal in Malta.

Mr Mizzi has been accorded provisional recognition to act in the aforesaid capacity pending the issue of Her Majesty's Exequatur.

1st December, 1965.

[Nru. 760]

Ir-Reġistratur tal-Qrati tar-Reviżjoni ta' l-Atti Notarili fil-Gżira ta' Malta Jerġa' Lura Għad-Doveri Tiegħu

IS-SUR Joseph M. Micallef, L.P., Reġistratur tal-Qrati tar-Reviżjoni ta' l-Atti Notarili fil-Gżira ta' Malta reġa' daħal għad-doveri tiegħu fis-27 ta' Ottubru, 1965, u l-arranġament imsemmi fin-Notifikazzjoni tal-Gvern Nru. 623 tat-12 ta' Ottubru, 1965 huwa b'din ikkanċellat.

Is-7 ta' Diċembru, 1965.

[No. 760]

Resumption of Duties by the Registrar of the Courts of Revision of Notarial Acts in the Island of Malta

MR Joseph M. Micallef, L.P., Registrar of the Courts of Revision of Notarial Acts in the Island of Malta resumed duties on the 17th October, 1965, and the arrangement referred to in Government Notice No. 623 of the 12th October, 1965 is hereby cancelled.

7th December, 1965.

[Nru. 761]

NGĦARRFU għall-informazzjoni ta' kulħadd illi, bis-saħħa ta' l-artikolu 56 (1) tal-Kodiċi ta' Organizzazzjoni u Proċedura Ċivili (Kapitolu 15), l-Onorevfioli Ministru tal-Ġustizzja innomina lis-Sur Louis Spiteri, li hu uffiċjal li jagħmel id-doveri fil-Qrati Superjuri tal-Maestà Tagħha, biex ikun Deputat Reġistratur f'dawk il-Qrati.

Is-7 ta' Diċembru, 1965.

[No. 761]

IT is notified for general information that, as empowered by section 56 (1) of the Code of Organization and Civil Procedure (Chapter 15), the Honourable the Minister of Justice has designated Mr Louis Spiteri, being an officer performing duties in Her Majesty's Superior Courts, to be Deputy Registrar in those Courts.

7th December, 1965.

[Nru. 762]

REGOLAMENTI TA' L-1952 DWAR IL-LOTTERIJI TAL-GVERN

Nomina ta' Membri tal-Kummissjoni għas-Sitta u Sittin Lotterija

NGĦARRFU b'din għall-informazzjoni ta' kulħadd illi, bis-saħħa tal-poteri mogħtijin bir-regolament 18 (1) tar-Regolamenti ta' l-1952 dwar il-Lotteriji tal-Gvern (pubblikati bin-Notifikazzjoni tal-Gvern Nru. 495 ta' l-1952), il-Ministru ta' l-Ippjanar Ekonomiku u Finanzi innomina lill-Maġistrat Dr. Vincent Refalo LL.D., u lis-Sur Joseph V. Tabone bħala membri tal-Kummissjoni dwar it-Tlugħ tal-Lotterija li se ssir fis-26 ta' Diċembru, 1965.

Is-7 ta' Diċembru, 1965.
(N.L. Admn. 122/65)

[No. 762]

GOVERNMENT LOTTERIES REGULATIONS, 1952

Appointment of Members of Commission for the Sixty-Sixth Lottery

IT is hereby notified for general information that, in exercise of the powers conferred by regulation 18 (1) of the Government Lotteries Regulations 1952 (published as Government Notice No. 495 of 1952), the Minister of Economic Planning and Finance has appointed Magistrate Dr. Vincent Refalo, LL.D., and Mr Joseph V. Tabone to be members of the Commission in respect of the Draw to be held on the 26th December, 1965.

7th December, 1965.

[Nru. 763]

Konsenja tal-boċċi tas-Sitta u Sittin Lotterija

Id-Direttur tal-Lottu Pubbliku javża illi għall-finijiet tar-regolament 19 tar-Regolamenti ta' l-1952 dwar il-Lotteriji tal-Gvern ippubblikati bin-Notifikazzjoni tal-Gvern Nru. 495 tat-18 ta' Ottubru, 1952, kif ġew wara emendati, ngħarrfu b'dan illi l-konsenja mill-Board tal-Lotterija lill-Kummissjoni u l-ippakkjar mill-ġdid mill-Kummissjoni tal-boċċi li jkun fihom il-matriċijiet tas-Sitta u Sittin Lotterija tal-Gvern li għandha titla' nhar il-Ħadd, is-26 ta' Diċembru, 1965, sejrin isiru fl-Uffiċċju Prinċipali tad-Dipartiment tal-Lottu Pubbliku, 74, Triq l-Ifran, Il-Belt Valletta, nhar il-Ġimgħa, l-24 ta' Diċembru, 1965, mit-8 a.m. 'il quddiem.

Matul din l-operazzjoni l-post ikun miftuħ għall-pubbliku.

Is-7 ta' Diċembru, 1965.
(N.L. Admn. 112/65)

[No. 763]

Handing over of spherical cases of the Sixty-Sixth Lottery

The Director of Public Lotto notifies that for the purposes of regulation 19 of the Government Lotteries Regulations, 1952, published by Government Notice No. 495 of the 18th October, 1952, as subsequently amended, it is hereby notified that the handing over by the Lottery Board to the Commission and the repacking by the Commission of the spherical cases containing the counterfoils of the Sixty-Sixth Government Lottery due to be drawn on Sunday, the 26th December, 1965, shall be carried out at the Head Office of the Public Lotto Department, 74, Old Bakery Street, Valletta, on Friday, 24th December, 1965, from 8 a.m. onwards.

During the operation the place shall be accessible to the public.

7th December, 1965.

Statement of the Consolidated Fund Account for period April-June of 1965-66 as compared with that for the corresponding period of 1964-65

(Published in terms of Section 61 of the Financial Administration and Audit Act, 1962)

	1965-66		1964-65	
	£	£	£	£
Balance on 1st April		(–) 59,820		(–) 374,159
Revenue from 1st April to 30th June				
Ordinary	2,426,646		2,391,072	
Capital	—	2,426,646	—	2,391,072
Transfers from Contingencies Fund		10,725		—
		2,377,551		2,016,913
Transfers to Contingencies Fund		59,550		—
Expenditure from 1st April to 30th June		2,318,001		
Ordinary	2,922,702		2,862,696	
Capital	553,633	3,476,335	686,360	3,549,056
BALANCE on 30th June ...		(–) 1,158,334		(–) 1,532,143

Ministry of Economic Planning and Finance,
The Palace,
Valletta.
16th September 1965.

JOS. FARRUGIA
Accountant-General

TQASSIM TA' KOTBA TAR-RAZZJON

Avviż lill-Istampa Nru. 9/65.

Id-Direttur tal-Kummerċ javża li t-tqassim ta' Kotba tar-Razzjon għall-1966 se jsir kif imfisser hawn taħt.

2. Biex ix-xogħol jiġi mħaffef, il-pubbliku huwa mitlub li japplika għall-Kotba l-ġodda tar-Razzjon wara li jkunu ħadu r-Razzjon għall-aħħar perijodu ta' l-1965 li jibda fil-15 ta' Diċembru.

3. Il-ħinijiet li fihom il-kapijiet tal-familji jistgħu jieħdu l-Kotba tar-Razzjon tagħhom huma kif ġej:—

	Mit-Tnejn sas-Sibt	
L-Imġarr (Malta)	mit-8.00 a.m.	san-12.30 p.m.
	mis-2.00 p.m.	sal- 5.00 p.m.
Inħawi oħra (Malta u Għawdex)	mit-8.00 a.m.	san-12.30 p.m.
	mis-2.00 p.m.	sas- 7.00 p.m.

4. Il-Ktieb tar-Razzjon ta' l-1965 irid jingħata lura meta jinħareġ il-Ktieb il-ġdid.

5. Il-kapijiet tal-familja li ma jiħdux il-Ktieb il-ġdid tar-Razzjon fil-ġranet imsemmija fl-Iskeda ta' hawnhekk, li saret għall-konvenjenza ta' dawk li joqogħdu barra mill-Belt Valletta, jew li ma jistgħux jattendu matul il-ħinijiet normali, jistgħu, wara li jagħalqu d-dati allokati għal kull area, jieħdu l-Ktieb tar-Razzjon tagħhom mill-Uffiċċji tar-Razzjon li ġejjin:—

It-Taqsima tar-Razzjon tad-Dipartiment tal-Kummerċ f'144, Triq id-Dejqa, Il-Belt Valletta, jekk huma reġistrati f'Malta, u

136, Triq Sant' Ursula, ir-Rabat, Għawdex, jekk huma reġistrati f'Għawdex.

6. Il-kapijiet tal-familja jistgħu, jekk huma jixtieqy hekk, jakkwistaw il-Ktieb tar-Razzjon tagħhom ta' l-1966 jekk huma jibagħtu bil-posta l-ktieb tagħhom ta' l-1965 f'envelope immarkat "Ktieb tar-Razzjon" u indirizzat kif ġej:—

Fil-każ ta' Malta:

Uffiċjal inkarigat mir-Razzjon,
144, Triq id-Dejqa,
Il-Belt Valletta.

Fil-każ ta' Għawdex:

Uffiċjal inkarigat mir-Razzjon,
136, Triq Sant' Ursula,
ir-Rabat, Għawdex.

Programm għat-Tqassim ta' Kotba tar-Razzjon għall-1966

MALTA

Data	Distrett	Post minn fejn jingħataw il-Kotba tar-Razzjon
Diċembru, 1965		
16, 17, 18 u 20	Il-Belt Valletta	Il-Liċeo, Triq il-Merkanti
16, 17, 18 u 20	Tas-Sliema	Għassa tal-Pulizija
16, 17 u 18	L-Imsida/tal-Pietà	"
16 u 17	**San Ġiljan**	"
16 u 17	**San Pawl il-Baħar**	"
16	Ħ'Attard	"
16	**L-Imqabba**	"
16	L-Isla	"

MALTA

Data	Distrett	Post minn fejn jinghataw il-Kotba tar-Razzjon
Diċembru, 1965		
17 u 18	Il-Furjana	Għassa tal-Pulizija
17	Il-Birgu	,,
18 u 20	Ħaż-Żabbar	,,
18 u 20	Iż-Żejtun	,,
18, 20 u 21	Il-Marsa	,,
20 u 21	Ħal Luqa	,,
20, 21 u 22	Ħal Qormi	,,
21 u 22	Ħal Tarxien	,,
21 u 22	Il-Gżira	,,
21 u 22	Il-Mosta	,,
21, 22 u 23	Birkirkara	,,
21	Marsaxlokk	,,
21	Wied il-Għajn	,,
22	Il-Qrendi	,,
23, 27 u 28	Raħal Ġdid	,,
23, 27 u 28	Bormla	,,
23 u 27	Lija/Balzan	,,
23 u 27	Birżebbuġa	,,
23 u 27	Iż-Żurrieq	,,
23 u 27	Il-Mellieħa	,,
23	Il-Gudja	,,
27	Ħal Għaxaq	,,
28 u 29	Is-Siġġiewi	,,
27, 28, 29 u 30	Il-Ħamrun	,,
28	Ħad-Dingli	,,
28 u 29	In-Naxxar	,,
28 u 29	Ħaż-Żebbuġ	,,
28, 29 u 30	Ir-Rabat/Mdina	,,
29	Ħal Safi	,,
29	Ħal Kirkop	,,
30	L-Imsierah	,,
30	Il-Kalkara	,,
30	L-Imġarr	,,
30	Ħal Għargħur	,,

GĦAWDEX

15 u 16	Ix-Xagħra	,,
16	San Lawrenz	,,
17 u 18	In-Nadur	,,
20	Il-Qala	,,
20	Għajnsielem	,,
21 u 22	Ix-Xewkija	,,
22	Kerċem	,,
23	Sannat	,,
23 (a.m.)	Il-Munxar	,,
23 (p.m.)	Sta. Luċija	,,
27	Iż-Żebbuġ	,,
27	L-Għasri	,,
27	L-Għarb	,,
28, 29 u 30	Ir-Rabat,	Uffiċċju tar-Razzjon, 136, Triq Santa Ursola, Ir-Rabat, Għawdex.

Is-7 ta' Diċembru, 1965.

DISTRIBUTION OF RATION BOOKS

Press Notice No. 9/65.

The Director of Trade notifies that the distribution of Ration Books for 1966 will be made as indicated hereunder.

2. In order to facilitate matters, the public is asked to apply for the new Ration Books after the Ration for the last period of 1965, commencing on the 15th December, has been withdrawn.

3. The hours during which heads of families may withdraw their Ration Books are as follows: —

	Mondays to Saturdays
Mġarr (Malta)	from 8.00 a.m. to 12.30 p.m. from 2.00 p.m. to 5.00 p.m.
Other areas (Malta & Gozo)	from 8.00 a.m. to 12.30 p.m. from 2.00 p.m. to 7.00 p.m.

4. The 1965 Ration Books will have to be surrendered against the issue of the new Book.

5. Heads of families who do not withdraw the new Ration Book on the days mentioned in the subjoined Schedule, which has been drawn up to meet the convenience of those living outside Valletta, or who may not attend during normal hours, may, after the close of the dates allotted for each area, collect their Ration Book from the following Rationing Offices: —

The Rationing Division of the Department of Trade at 144, Strait Street, Valletta, if they are registered in Malta, and

136, St. Ursola Street, Victoria, if they are registered in Gozo.

6. Heads of families may, if they so wish, obtain their 1966 Ration Book if they send by post their 1965 book in an envelope marked "Ration Book" and addressed as follows: —

In the case of Malta:

Officer i/c Rationing,
144, Strait Street,
Valletta.

In the case of Gozo:

Officer i/c Rationing,
136, St. Ursola Street,
Victoria, Gozo.

Programme for the Distribution of Ration Books for 1966

MALTA

Date	Area	Places from where the Ration Books will be issued
December, 1965		
16th, 17th, 18th and 20th	Valletta	The Lyceum, Merchants Street
16th, 17th, 18th and 20th	Sliema	Police Station
16th, 17th and 18th	Msida/Pietà	"
16th and 17th	St. Julian's	"
16th and 17th	St. Paul's Bay	"

Date	Area	Places from where the the Ration Books will be issued
16th	Attard	Police Station
16th	Mqabba	,,
16th	Senglea	,,
17th and 18th	Floriana	,,
17th	Vittoriosa	,,
18th and 20th	Żabbar	,,
18th and 20th	Żejtun	,,
18th, 20th and 21st	Marsa	,,
20th and 21st	Luqa	,,
20th, 21st and 22nd	Qormi	,,
21st and 22nd	Tarxien	,,
21st and 22nd	Gżira	,,
21st and 22nd	Mosta	,,
21st, 22nd and 23rd	Birkirkara	,,
21st	Marsaxlokk	,,
21st	Marsaskala	,,
22nd	Qrendi	,,
23rd, 27th and 28th	Paola	,,
23rd, 27th and 28th	Cospicua	,,
23rd and 27th	Lija/Balzan	,,
23rd and 27th	Birżebbuġa	,,
23rd and 27th	Żurrieq	,,
23rd and 27th	Mellieħa	,,
23rd	Gudja	,,
27th	Għaxaq	,,
28th and 29th	Siġġiewi	,,
27th, 28th, 29th and 30th	Ħamrun	,,
28th	Dingli	,,
28th and 29th	Naxxar	,,
28th and 29th	Żebbuġ	,,
28th, 29th and 30th	Rabat/Imdina	,,
29th	Safi	,,
29th	Kirkop	,,
30th	Msieraħ	,,
30th	Kalkara	,,
30th	Mġarr	,,
30th	Għargħur	,,
	GOZO	
15th and 16th	Xagħra	Police Station
16th	St. Lawrence	,,
17th and 18th	Nadur	,,
20th	Qala	,,
20th	Għajnsielem	,,
21st and 22nd	Xewkija	,,
22nd	Kerċem	,,
23rd	Sannat	,,
23rd (a.m.)	Munxar	,,
23rd (p.m.)	Sta. Luċija	,,
27th	Żebbuġ	,,
27th	Għasri	,,
27th	Għarb	,,
28th, 29th and 30th	Victoria	Rationing Office 136, St. Ursola Street, Victoria, Gozo.

7th December, 1965.

L-OGĦLA PREZZ TAL-LAĦAM

[Regolamenti ta' l-1952 għall-Kontroll tal-Bejgħ ta' l-Oġġetti, Regolament 16]

Ordni Nru. 789

Id-Direttur tal-Kummerċ javża li l-ogħla prezz li bih l-oġġetti ta' hawn taħt jistgħu jinbiegħu bl-ingrossa u/jew bl-imnut għandu, sakemm joħroġ avviż ieħor, ikun hekk:—

Oġġett	*L-Ogħla Prezz* *Bl-Ingrossa*		*Bl-Imnut*
	il-qantar		ir-ratal
Ċanga tal-Friża (Importata)			
Taħrika bla għadam	£32 18s. 4d.		7s. 3d.
Laħam tax-xikel bla għadam	£32 10s. 0d.		7s. 2d.
Għalja tal-koxxa u pexxun bla għadam	£31 13s. 4d		7s. 0d.
Flett	£67 18s. 4d.		14s. 3d.
Irbiegħ ta quddiem bla xikel u sidra bil-għadam	£20 16s 8d.	5s. 7d. 4s. 4d.	12½% fat and bone 25% fat and bone
Koxxa bla għadam	£31 13s. 4d.		7s. 0d.
Koxxa sħiħa bla għadam	£32 1s. 8d.		7s. 1d.
Saqajn tal-vitella mingħajr għadam	£37 18s. 4d.		8s. 3d.
Flett mingħajr għadam	£37 18s. 4d.		8s. 3d.

L-ordnijiet kollha ta' qabel li ma jaqblux ma' ta' hawn fuq huma b'dan imħassrin.

Is-7 ta' Diċembru, 1965.

MAXIMUM PRICE OF MEAT

[Sale of Commodities (Control) Regulations 1952, Regulation 16]

Order No. 789

The Director of Trade notifies that the maximum price at which the following commodities may be sold by wholesale and/or retail shall, until further notice, be as follows:—

Commodity	*Maximum Price* *Wholesale*		*Retail*
	per qantar		per rotolo
Frozen Beef (Imported)			
Boneless Thickflanks	£32 18s. 4d.		7s. 3d.
Boneless Knuckles	£32 10s. 0d		7s. 2d.
Boneless Topsides and Silversides	£31 13s. 4d		7s. 0d.
Tenderloins and Fillets	£67 18s. 4d.		14s. 3d.
Crops (Bone-in)	£20 16s. 8d	5s. 7d. 4s. 4d.	12½% fat and bone 25% fat and bone
Boneless Rumps	£31 13s. 4s.		7s. 0d.
Boneless Butts	£32 1s. 8d.		7s. 1d.
Boneless Veal Legs	£37 18s. 4d.		8s 3d.
Boneless Striploins	£37 18s. 4d		8s. 3d.

All previous orders inconsistent with the above are hereby repealed.

7th December, 1965.

DIPARTIMENT TAX-XOGĦLIJIET PUBBLIĊI

Id-Direttur tax-Xogħlijiet Pubbliċi javża illi b'riferenza għall-artikolu 84, sub-artikolu (3) tal-Kodiċi tal-Liġijiet tal-Pulizija (Kapitolu 13), il-Bennejja huma mitlubin li jieħdu l-Liċenzji tagħhom lid-Direttur tax-Xogħlijiet Pubbliċi biex jiġu mġeddin kif ġej:—

Il-kunjomijiet li jibdew bl-ittra 'A' sa 'F' bejn it-3 u l-15 ta' Jannar, 1966;

Il-kunjomijiet li jibdew bl-ittra 'G' sa 'Z' bejn is-17 u l-31 ta' Jannar, 1966.

Il-Liċenzji kollha li ma jkunux imġedda sad-dati speċifikati hawn fuq jkunu nulli.

Is-7 ta' Diċembru, 1965.

PUBLIC WORKS DEPARTMENT

The Director of Public Works notifies that with reference to section 84, sub-section (3) of the Code of Police Laws (Chapter 13), Masons are hereby called upon to produce their licence to the Director of Public Works for renewal, as follows:—

Surnames beginning with 'A' to 'F' between the 3rd and the 15th January, 1966.

Surnames beginning with 'G' to 'Z' between the 17th and 31st January, 1966.

All licences which will not be renewed by the dates specified above shall be null and void.

7th December, 1965.

AVVIŻI TAL-PULIZIJA

[Nru. 217]

Bis-saħħa ta' l-artikolu 81 (1) tal-Kodiċi tal-Liġijiet tal-Pulizija (Kapitolu 13), il-Kummissarju tal-Pulizija b'dan igħarraf illi se jseħħu dawn l-arranġamenti tat-traffiku minħabba l-Fiera li se ssir f'Wied Għerżuma limiti tar-Rabat mit-8 a.m. 'il quddiem nhar il-Ħadd, id-19 ta' Diċembru, 1965.

Il-vetturi kollha ħlief il-karrozzi tal-linja, li jkunu sejrin Wied Għerżuma (Il-Kunċizzjoni), min-naħa tar-Rabat igħaddu mis-Saqajja, Pjazza tal-Mużew, Għariexem/Mtarfa Road Junction u mill-Imtarfa għall-Għeriexem/Mtarfa Road Junction u mbagħad, fiż-żewġ każi minn Triq il-Biċċerija, Il-Pont tal-Fiddien, Triq Bieb ir-Rua, minn mogħdija temporanja għall-karrozzi fi Triq il-Baħrija mill-art ta' Barġju u Triq il-Kunċizzjoni jew minn Triq il-Biċċerija

POLICE NOTICES

[No. 217]

In virtue of Section 81 (1) of the Code of Police Laws (Chapter 13), the Commissioner of Police notifies that the following traffic arrangements will operate in connexion with the forthcoming Fair at Wied Għerżuma, limits of Rabat, from 8.00 a.m. onwards on Sunday the 19th December, 1965.

All vehicles, except buses, preceeding to Wied Għerżuma (Il-Kunċizzjoni) from the direction of Rabat will approach from the direction of Saqqajja, Museum Esplanade, Għeriexem/Mtarta Road Junction, or from Mtarfa to Għeriexem/Mtarfa Road Junction and thence, in both cases through Il-Biċċerija Road, Fiddien Bridge, Bieb-Ir-Rua Road, Baħrija Road temporary car track through Ta' Barġju Land and Il-Kunċizzjoni Road or through Il-Biċċe-

Il-Pont tal-Fiddien, Triq l-Imtaħleb, Triq Ta' Landrijiet (jew Triq Wied Rini) Triq il-Baħrija u mogħdija temporanja tal-karozzi minn "Ta' Barġju" għal Triq il-Kunċizzjoni jew kif jiġi ordnat mill-Pulizija.

rija Road, Fiddien Bridge, Mtaħleb Road, Triq Ta' Landrijiet (or Wied Rini Road) Baħrija Road and temporary car track through "Ta' Barġju Land" Tal-Kunċizzjoni Road or as directed by the Police.

Il-vetturi kollha ħlief il-karrozzi tal-linja, li jkunu ġejjin minn Wied Għerżuma (il-Kunċizzjoni igħaddu minn Triq il-Kunċizzjoni u mbagħad jew minn Triq Tas-Salib, u Triq Binġemma jew minn Triq Bieb ir-Rua, il-Pont Tal-Fiddien, Triq il-Biċċerija, Triq ta' Slampa, Triq l-Imtarfa għal Triq il-Mosta jew minn Triq Tas-Salib, Triq il-Biċċerija, Triq Ta' Slampa, u Triq l-Imtarfa għal Triq il-Mosta jew kif jiġi ordnat mill-Pulizija.

All vehicles, except buses, travelling from Wied Għerżuma (Il-Kunċizzjoni) will proceed through Il-Kunċizzjoni Road and thence either through Tas-Salib Road, and Binġemma Road or through Bieb-Ir-Rua Road, Fiddien Bridge, Il-Biċċerija Road, Ta' Slampa, Mtarfa Road to Mosta Road or through Tas-Salib Road, Biċċerija Road, Ta' Slampa Road, and Mtarfa Road to Mosta Road or as directed by the Police.

Il-vetturi li jkunu sejrin lejn Wied Għerżuma (Il-Kunċizzjoni) min-naħa ta' Triq l-Imġarr Binġemma jgħaddu minn Wied Għerżuma għal Triq Binġemma, lejn Triq il-Kunċizzjoni jew kif jiġi ordnat mill-Pulizija.

Vehicles proceeding to Wied Għerżuma (Il-Kunċizzjoni) from the direction of Mġarr Binġemma Road will proceed to Wied Għerżuma via Binġemma Road, towards Il-Kunċizzjoni Road or as indicated by the Police.

Ir-rotot msemmija hawn fuq ikunu one-way kif speċifikat hawn fuq minbarra fejn jitgħaddew mod ieħor kif jidhrilha l-Pulizija.

The above mentioned routes will be one way as specified above except where otherwise directed by the Police.

Il-karozzi tal-linja għandhom fil-każi kollha, imorru lejn Wied Għerżuma mill-Pjazza tal-Mużew, Triq Għeriexem, Triq ta' Slampa, Triq il-Biċċerija, il-Pont tal-Fiddien, Triq Bieb ir-Rua u Triq il-Kunċizzjoni u viċi versa.

Buses will, in all cases, proceed to Wied Għerżuma via Museum Esplanade, Għeriexem Road, Ta' Slampa Road, Il-Biċċerija Road, Fiddien Bridge, Bieb-Ir-Rua and il-Kunċizzjoni Road and vice versa.

Il-Pulizija tista' tordna l-vetturi kollha biex isuqu 'l bogħod mill-inħawi ta' Wied Għerżuma jew li ma tħallix vetturi jersqu lejn l-inħawi jekk fil-fehma tal-Pulizija ma jkunx hemm spazju aktar għall-ipparkjar.

The Police may order vehicles to drive away from Wied Għerżuma Area, or prohibit vehicles from approaching the area altogether if they consider that no further parking space is available in that area.

L-ipparkjar fi triq li tagħti għall-Wied Għerżuma jitħalla biss fejn il-Pulizija tikkonsidra t-triq hija wiesgħa biżżejjed biex jitħalla ipparkjar bħal dan mingħajr ma jtellef it-traffiku.

Parking on the road leading to Wied Għerżuma will be prohibited only where the Police deem the road to be sufficiently wide to allow such parking without hindering the free flow of traffic.

Is-7 ta' Diċembru, 1965.

7th December, 1965.

[Nru. 218]

Bis-saħħa ta' l-artikolu 81 (1) tal-Kodiċi tal-Liġijiet tal-Pulizija (Kapitolu 13) il-Kummissarju tal-Pulizija b'dan igħarraf illi l-inġenji tas-sewqan ma jkunux jistgħu jgħaddu mit-triq imsemmija hawn taħt fid-dati indikati minħabba t-tqegħid ta' *mains* ta' l-ilma.

IR-RABAT

Mis-7 ta' Diċembru, 1965, sal-5 ta' Jannar, 1966, it-traffiku jiġi sospiż minn Triq l-Għeriexem/Mtarfa (minn l-Għajn tal-Għeriexem) sal-Biċċerija.

Il-vetturi li jkunu sejrin mid-direzzjoni tar-Rabat għall-Imtarfa jgħaddu mis-Saqqaja, Triq il-Mużew sa Triq l-Imtarfa li tagħti għall-Imtarfa (Stazzjon il-Qadim tal-Ferrovija) u vici-versa.

Il-vetturi li jkunu sejrin mid-direzzjoni ta' Għajn Qajjet igħaddu mid-direzzjoni ta' Triq Bir ir-Riebu u viċi-versa.

Is-7 ta' Diċembru, 1965.

[No. 218]

In virtue of section 81 (1) of the Code of Police Laws (Chapter 13) the Commissioner of Police hereby notifies that the transit of vehicles through the street mentioned hereunder will be suspended on the dates indicated in connection with the laying of water mains.

RABAT

From the 7th December, 1965, to 5th January, 1966, traffic will be suspended from Għeriexem/Mtarfa Road (from Il-Għajn Ta' Għeriexem) as far as Il-Biċċerija.

Vehicles proceeding from the direction of Rabat to Mtarfa will proceed through Saqqajja Square, Museum Road to Mtarfa Road leading to Mtarfa (Old Railway Station) and vice versa.

Vehicles proceeding from the direction of Għajn Qajjet will proceed from the direction of Riebu Well Street and vice versa.

7th December, 1965.

[Nru. 219]

Bis-saħħa ta' l-artikolu 81 (1) tal-Kodiċi tal-Liġijiet tal-Pulizija (Kapitolu 13), il-Kummissarju tal-Pulizija b'dan igħarraf illi l-inġenji tas-sewqan ma jkunux jistgħu jgħaddu mit-triq imsemmija hawn taħt fid-dati indikati minħabba t-tħaffir ta' fossa.

IS-SIĠĠIEWI

Mit-13 ta' Diċembru, 1965 sal-20 ta' Diċembru, 1965, minn Triq Notabile.

Is-7 ta' Diċembru, 1965.

[No. 219]

In virtue of section 81 (1) of the Code of Police Laws (Chapter 13), the Commissioner of Police hereby notifies that the transit of vehicles through the street mentioned hereunder, will be suspended on the dates indicated, in connexion with the digging of a cespit.

SIĠĠIEWI

From 13th December, 1965, to 20th December, 1965, through Notabile Road.

7th December, 1965.

[Nru. 220]

B'riferenza għall-Avviż tal-Pulizija Nru. 141, tal-10 ta' Settembru, 1965, il-Kummissarju tal-Pulizija jgħarraf illi l-vetturi tas-sewqan ma jkunux jistgħu jgħaddu għal żmien tliet xhur oħra mid-9 ta' Diċembru, 1965, minn Xatt il-Knisja bejn Triq Ċejlu u Triq is-Salib tal-Marsa, il-Marsa, minħabba xogħol urġenti quddiem il-Malta Power/Water Station, il-Marsa.

Is-7 ta' Diċembru, 1965.

[No. 220]

With reference to Police Notice No. 141, dated 10th September, 1965, the Commissioner of Police hereby notifies that the transit of vehicles through Church Wharf between Ċejlu Street and Marsa Cross Road, Marsa, will be suspended for a further period of three months from the 9th December, 1965, in connection with urgent works opposite the Malta Power/Water Station, Marsa.

7th December, 1965.

OFFERTI

UFFIĊĊJU TAT-TEŻOR

L-Accountant General u Direttur tal-Kuntratti javża li:—

Jistgħu jinbagħtu offerti magħluqin sal-10 a.m. tat-TNEJN, it-13 ta' Diċembru, 1965, għal:—

Avviż Nru. 344. Provvista ta' qliezet tal-*khaki drill.*

Avviż Nru. 349. Provvista ta' trab tal-ħalib.

Avviż Nru. 358. Qtugħ ta' trinek għad-drenaġġ f'Ħaż-Żabbar.

Avviż Nru. 359. Qtugħ ta' trinek għad-drenaġġ f'Raħal Ġdid.

Avviż Nru. 366. Tħaffir ta' trinek għad-drenaġġ fil-Mellieħa.

Jistgħu jinbagħtu offerti magħluqin sal-10 a.m. tal-ERBGĦA, il-15 ta' Diċembru, 1965, għal:—

Avviż Nru. 327. Provvista ta' katusi u *junctions* tal-fuħħar ivverniċjat.

Avviż Nru. 333. Provvista ta' materjal għall-insulazzjoni.

Avviż Nru. 334. Provvista ta' xibka ta' l-azzar.

Avviż Nru. 335. Provvista ta' *non-proprietary antibiotics.*

Jistgħu jinbagħtu offerti magħluqin sal-10 a.m. tat-TNEJN, il-20 ta' Diċembru, 1965, għal:—

Avviż Nru. 345. Provvista ta' ġebel tal-franka (Distrett tal-Punent) mis-16 ta' Marzu, 1966 sal-15 ta' Marzu, 1967.

Avviż Nru. 346. Provvista ta' żrar tal-qawwi eċċ. (Distrett tal-Punent) mis-16 ta' Marzu, 1966 sal-15 ta' Marzu, 1967.

Avviż Nru. 347. Provvisti (Għawdex) mis-16 ta' Marzu, 1966 sal-15 ta' Marzu, 1967.

Avviż Nru. 363. Provvista ta' skrivaniji tubulari għall-istudenti.

Avviż Nru. 364. Provvista ta' għamara għal *workshop* ta' l-inġinerija mekkanika.

Avviż Nru. 365. Provvista ta' trakkijiet.

* Avviż Nru. 376. Bini tal-fabbrika eċċ. ta' "Pasta Portelli" fl-Imsieraħ. (Jitħallas dritt ta' £3 għal kull sett ta' disinji li jiġu akkwistati mid-Dipartiment tax-Xogħlijiet Pubbliċi qabel ma' jittieħdu d-dokumenti ta' l-offerta).

TENDERS

THE TREASURY

The Accountant General and Director of Contracts notifies that:—

Sealed tenders will be received up to 10 a.m. on MONDAY, December 13, 1965, for:—

Advt. No. 344. Supply of khaki drill trousers.

Advt. No. 349. Supply of milk powder.

Advt. No. 358. Cutting of trenches for sewers at Żabbar.

Advt. No. 359. Cutting of trenches for sewers at Paola.

Advt. No. 366. Cutting of trenches for sewers at Mellieħa.

Sealed tenders will be received up to 10 a.m. on WEDNESDAY, December 15, 1965, for:—

Advt. No. 327. Supply of glazed stoneware pipes and junctions.

Advt. No. 333. Supply of insulating material.

Advt. No. 334. Supply of steel wire mesh.

Advt. No. 335. Supply of non-proprietary antibiotics.

Sealed tenders will be received up to 10 a.m. on MONDAY, December 20, 1965, for:—

Advt. No. 345. Supply of franka stone (West District) from March 16, 1966 to March 15, 1967.

Advt. No. 346. Supply of hard stone spalls etc. (West District) from March 16, 1966 to March 15, 1967.

Advt. No. 347. Provisions (Gozo) from March 16, 1966 to March 15, 1967.

Advt. No. 363. Supply of students' tubular desks.

Advt. No. 364. Supply of furniture for mechanical engineering workshop.

Advt. No. 365. Supply of trucks.

* Advt. No. 376. Construction of "Pasta Portelli" factory etc. at Msieraħ. (A fee of £3 will be charged for each set of drawings obtainable from the Public Works Department prior to withdrawal of the tender documents).

Jistgħu jinbagħtu offerti magħluqin sal-10 a.m. tal-ERBGĦA, it-22 ta' Diċembru, 1965, għal:—

Avviż Nru. 338. Provvista ta' diżinfettanti.

Avviż Nru. 350. Installazzjoni ta' l-elettriku fil-Biċċerija l-Marsa (Jitħallas dritt ta' 10/- għal kull kopja tad-dokumenti ta' l-offerta).

Avviż Nru. 351. Provvista ta' ħobs u għaġin (għawdex) mis-16 ta' Marzu, 1966 sal-15 ta' Marzu, 1967.

Avviż Nru. 352. Provvista ta' ġebel tal-franka (Distrett tal-Lvant) mis-16 ta' Marzu, 1966 sal-15 ta' Marzu, 1967.

Avviż Nru. 353. Provvista ta' żrar tal-qawwi eċċ. (Distrett tal-Lvant) mis-16 ta' Marzu, 1966 sal-15 ta' Marzu, 1967.

Avviż Nru. 354. Provvista ta' *luncheon meat* tal-porku (Malta) mis-16 ta' Marzu, 1966 sal-15 ta' Marzu, 1967.

Avviż Nru. 355. Provvista ta' laħam tal-friża (Malta) mis-16 ta' Marzu, 1966 sal-15 ta' Marzu, 1967.

Avviż Nru. 373. Provvista u tqegħid ta' rħam f'Putirjal.

Avviż Nru. 374. Provvista ta' *bituminous emulsion* mis-16 ta' Marzu, 1966 sal-15 ta' Marzu, 1967.

Avviż Nru. 375. Provvista ta' taħlita ta' asfalt sħun mis-16 ta' Marzu, 1966 sal-15 ta' Marzu, 1967.

Jistgħu jinbagħtu offerti magħluqin sal-10 a.m. tat-TNEJN, is-27 ta' Diċembru, 1965, għal:—

Avviż Nru. 356. Provvista ta' żrar tat-torba (distrett ta' Għawdex) mis-16 ta' Marzu, 1966, sal-15 ta' Marzu, 1967.

Avviż Nru. 357. Provvista ta' ġebla tal-franka (distrett ta' Għawdex) mis-16 ta' Marzu, 1966, sal-15 ta' Marzu, 1967.

Avviż Nru. 360. Provvista ta' ħatab maqsum (Għawdex) mis-16 ta' Marzu, 1966, sal-15 ta' Marzu, 1967.

Avviż Nru. 361. Provvista ta' ħut (Għawdex) mis-16 ta' Marzu, 1966, sal-15 ta' Marzu, 1967.

Avviż Nru. 362. Provvista ta' materjali tal-ħasil (Malta) mis-16 ta' Marzu, 1966, sal-15 ta' Marzu, 1967.

* Avviż Nru. 377. Trasport ta' oġġetti minn Malta għal Għawdex u viċi versa mis-16 ta' Marzu, 1966 sal-15 ta' Marzu, 1967.

* Avviż Nru. 378. Provvista ta' *Boiler suits* mill-1 ta' April, 1966 sal-31 ta' Marzu, 1967.

Sealed tenders will be received up to 10 a.m. on WEDNESDAY, December 22, 1965, for:—

Advt. No. 338. Supply of disinfectants.

Advt. No. 350. Electrical installation at the Civil Abattoir Marsa. (A fee of 10/- will be charged for each copy of the tender documents).

Advt. No. 351. Supply of bread and paste (Gozo) from March 16, 1966 to March 15, 1967.

Advt. No. 352. Supply of franka stone (East District) from March 16, 1966 to March 15, 1967.

Advt. No. 353. Supply of hard stone spalls etc. (East District) from March 16, 1966 to March 15, 1967.

Advt. No. 354. Supply of pork luncheon meat (Malta) from March 16, 1966 to March 15, 1967.

Advt. No. 355. Supply of frozen meat (Malta) from March 16, 1966 to March 15, 1967.

Advt. No. 373. Supply and fixing of marble at Kingsgate.

Advt. No. 374. Supply of bituminous emulsion from March 16, 1966 to March 15, 1967.

Advt. No. 375. Supply of hot asphalt from March 16, 1966 to March 15, 1967.

Sealed tenders will be received up to 10 a.m. on MONDAY, December 27, 1965, for:—

Advt. No. 356. Supply of torba spalls (Gozo district) from March 16, 1966, to March 15, 1967.

Advt. No. 357. Supply of franka stone (Gozo district) from March 16. 1966, to March 15, 1967.

Advt. No. 360. Supply of split firewood (Gozo) from March 16, 1966, to March 15, 1967.

Advt. No. 361. Supply of fish (Gozo) from March 16. 1966, to March 15, 1967.

Advt. No. 362. Supply of laundry materials (Malta) from March 16, 1966, to March 15, 1967.

* Advt. No. 377. Transport of articles from Malta to Gozo and vice versa from March 16, 1966 to March 15, 1967.

* Advt. No. 378. Supply of boiler suits from April 1, 1966 to March 31, 1967.

* Avviż Nru. 379. Legar ta' kotba mill-1 ta' April, 1966 sal-31 ta' Marzu, 1967.

* Avviż Nru. 380. Provvista ta' siment mis-16 ta' Marzu, 1966 sal-15 ta' Marzu, 1967.

* Avviż Nru. 381. Tbattil ta' fosos mis-16 ta' Marzu, 1966 sal-15 ta' Marzu, 1967.

* Avviż Nru. 382. Provvista ta' żejt fin mis-16 ta' Marzu, 1966 sal-15 ta' Marzu, 1967.

* Avviż Nru. 383. Provvista ta' ġir mis-16 ta' Marzu, 1966 sal-15 ta' Marzu, 1967.

* Avviż Nru. 384. Ħatt ta' oġġetti importati mid-Dipartimenti tal-Gvern Ċivili.

Jistgħu jinbagħtu offerti magħluqin sal-10 a.m. ta' l-ERBGĦA, id-29 ta' Diċembru, 1965, għal:—

Avviż Nru. 342. Provvista ta' *penetration bitumen.*

Avviż Nru. 348. Provvista ta' *heavy duty track mounted tractor shovel.*

Avviż Nru. 367. Provvista ta żrar tal-qawwi, eċċ. (Distrett ta' Għawdex) mis-16 ta' Marzu, 1965 sal-15 ta' Marzu, 1967.

Avviż Nru. 368. Provvista ta' żrar tal-qawwi, eċċ. (Distrett tal-Belt Valletta) mis-16 ta' Marzu, 1966 sal-15 ta' Marzu, 1967.

Avviż Nru. 369. Provvista ta' frott u ħxejjex (Għawdex) mis-16 ta' Marzu, 1966 sal-15 ta' Marzu, 1967.

Jistgħu jinbagħtu offerti magħluqin sal-10 a.m. tal-ERBGĦA, it-12 ta' Jannar, 1966, għal:—

Avviż Nru. 370. Provvista ta' splossivi industrjali u aċċessorji mis-16 ta' Marzu, 1966 sal-15 ta' Marzu, 1967.

Avviż Nru. 371. Provvista ta' *Douglas fir boards.*

Avviż Nru. 372. Provvista ta' *slotted right angle iron strips.*

Jistgħu jinbagħtu offerti magħluqin sal-10 a.m. tal-ERBGĦA, id-19 ta' Jannar, 1966, għal:—

* Avviż Nru. 385. Provvista ta' karta.

(*) Avviżi li qegħdin jidhru l-ewwel darba.

L-offerti għandhom isiru biss fuq il-formola preskritta li, flimkien mal-kondizzjonijiet u dokumenti oħra rilevanti, jistgħu jiġu akkwistati mill-Uffiċċju tat-Teżor, Il-Palazz, Il-Belt Valletta, f'kull ġurnata tax-xogħol bejn it-8.30 ta' filgħodu u nofs in-nhar.

Is-7 ta' Diċembru, 1965.

* Advt. No. 379. Bookbinding from April 1, 1966 to March 31, 1967.

* Advt. No. 380. Supply of cement from March 16, 1966 to March 15, 1967.

* Advt. No. 381. Emptying of cesspits from March 16, 1966 to March 15, 1967.

* Advt. No. 382. Supply of thin fuel oil from March 16, 1966 to March 15, 1967.

* Advt. No. 383. Supply of lime from March 16, 1966 to March 15, 1967.

* Advt. No. 384. Unloading of articles imported by Civil Government Departments.

Sealed tenders will be received up to 10 a.m. on WEDNESDAY, December 29, 1965, for:—

Advt. No. 342 Supply of penetration bitumen.

Advt. No. 348. Supply of a heavy duty track mounted tractor shovel.

Advt. No. 367. Supply of hard stone spalls etc. (Gozo District) from March 16, 1966 to March 15, 1967.

Advt. No. 368. Supply of hard stone spalls etc (Valletta District) from March 16, 1966 to March 15, 1967.

Advt. No. 369. Supply of fruit and vegetables (Gozo) from March 16, 1966 to March 15, 1967.

Sealed tenders will be received up to 10 a.m. on WEDNESDAY, January 12, 1966, for:—

Advt. No. 370. Supply of industrial explosives and accessories from March 16, 1966 to March 15, 1967.

Advt. No. 371. Supply of Douglas fir boards.

Advt. No. 372. Supply of slotted right angle iron strips.

Sealed tenders will be received up to 10 a.m. on WEDNESDAY, January 19, 1966, for:—

* Advt. No. 385. Supply of paper.

(*) Advertisements appearing for the first time.

Tenders should be made only on the prescribed form which, together with the relevant conditions and other documents, are obtainable on application at the Treasury, The Palace, Valletta, on any working day between 8.30 a.m. and noon.

7th December, 1965.

UFFIĊĊJU TA' L-ART

L-Aġent Kummissarju ta' l-Art javża li:—

Jistgħu jintbagħtu offerti magħluqa f'kull ġurnata u jiġu miftuħa kull nhar ta' Ħamis fl-10 a.m., għall-kiri tal-postijiet li jidhru hawn taħt.

Posti Nri. 4 u 8 sa 16, is-Suq ta' Bormla.

Posti Nri. 3, 5, 6, 7, 8, 10, 11, 13 u 18 u mħażen Nri. 1 u 2, Suq tal-Ħamrun.

Imwejjed tal-ħut Nri. 1 sa 5, Is-Suq tal-Ħut, il-Birgu.

Ħanut 7, Blokk XIII, Area tal-Knisja ta' San Pawl, Bormla.

Ortijiet taż-Żebbuġ (żewġ irqajja) f'Polverista Gate, Bormla.

Ort taż-Żebbuġ fi Triq l-Imġarr, Għajnsielem, Għawdex.

Olive Grove "Ta' Brieghen", l/o Xewkija, Gozo.

Jistgħu jinbagħtu offerti magħluqin sal-10 a.m. tal-ĦAMIS, id-9 ta' Diċembru, 1965, għal:—

Avviż Nru. 190. Kiri tal-ħanut 2, Blokk XIV, Pjazza Gavino Gulia, Bormla.

Avviż Nru. 191. Kiri tal-ħanut 22, Blokk II, Triq iż-Żewġ Mini, l-Isla.

Avviż Nru. 192. Kiri tal-kiosk ħdejn il-Pont ta' Manoel Island, il-Gżira.

Avviż Nru. 193. Kiri tal-posta I, ix-Xatt tal-Barriera, Il-Belt Valletta.

Jistgħu jinbagħtu offerti magħluqin sal-10 a.m. tal-ĦAMIS, is-16 ta' Diċembru, 1965 għal:—

Avviż Nru. 194. Kiri ta' boathouse 3, Buġibba, San Pawl il-Baħar.

L-offerti jridu jsiru biss fuq il-formola preskritta, li flimkien mal-kondizzjonijiet li għandhom x'jaqsmu u dokumenti oħra, jistgħu jiġu akkwistati jekk wieħed japplika għalihom fl-Uffiċċju ta' l-Art, 29, Triq Nofs in-Nhar, Il-Belt Valletta, f'kull ġurnata tax-xogħol bejn it-8.30 a.m. u nofs in-nhar.

Is-7 ta' Diċembru, 1965.

LAND OFFICE

The Acting Commissioner of Land notifies that:—

Sealed tenders for the lease of the following tenements will be received on any day and opened every Thursday at 10 a.m.

Stalls Nos. 4 and 8 to 16, Cospicua Market.

Stalls Nos. 3, 5, 6, 7, 8, 10, 11, 13 and 18 and Stores Nos. 1 and 2, Ħamrun Market.

Fish tables Nos. 1 to 5, Fish market, Vittoriosa.

Shop 7, Block XIII, St Paul's Church Area, Cospicua.

Olive groves (two plots) at Polverista Gate, Cospicua.

Olive Grove at Mġarr Road, Għajnsielem Gozo.

Ort taż-Żebbuġ "ta' Brieghen" limiti tax-Xewkija, Għawdex.

Sealed tenders will be received up to 10 a.m. on THURSDAY, 9th December, 1965, for:—

Advt. No. 190. Lease of shop 2, Block XIV, Gavino Gulia Square, Cospicua.

Advt. No. 191. Lease of shop 22, Block II, Two Gates Street, Senglea.

Advt. No. 192. Lease of the kiosk near Manoel Island Bridge, Gżira.

Advt. No. 193. Lease of stall I, Barriera Wharf, Valletta.

Sealed tenders will be received up to 10 a.m. on THURSDAY, 16th December, 1965, for:—

Advt. No. 194. Lease of boathouse 3, Buġibba, St Paul's Bay.

Tenders should be made only on the prescribed form which, together with the relevant conditions and other documents, are obtainable on application at the Land Office, 29, South Street, Valletta, on any working day between 8.30 a.m. and noon.

7th December, 1965.

DIPARTIMENT TA' L-EDUKAZZJONI

Id-Direttur ta' l-Edukazzjoni javża illi sal-10 a.m. ta' nhar il-Ġimgħa, il-21 ta' Jannar, 1966, jiġu milqugħin offerti magħluqin għal:—

Avviż Nru. 82/65. Provvista ta' Purtieri għall-Palk.

Avviż Nru. 83/65. Provvista ta' *Welding Sets* ta' l-Elettriku.

L-offerti għandhom jitniżżlu fuq il-formola preskritta li, flimkien mal-kondizzjonijiet relevanti u dokumenti oħra jistgħu jiġu akkwistati meta wieħed japplika fl-Uffiċċju ta' l-Edukazzjoni, 141, Triq San Kristofru, Il-Belt Valletta, f'kull ġurnata tax-xogħol bejn it-8.30 a.m. u nofs in-nhar.

Is-7 ta' Diċembru, 1965.

DIPARTIMENT TAD-DWANA U L-PORT

Il-Kontrollur tad-Dwana jilqa' offerti għall-provvista ta' brieret ta' l-uniformi lin-nies ta' dan id-Dipartiment.

L-offerti, f'*envelopes* magħluqin immarkati ċar "Brieret ta' l-Uniformi", għandhom jintefgħu fil-Kaxxa ta' l-offerti immarkata "Offerti" fl-Accounts Section tad-Dipartiment tad-Dwana (Taqsima tad-Dwana) mhux aktar tard minn nofs in-nhar ta' nhar it-Tnejn, is-27 ta' Diċembru, 1965.

Il-formoli ta' l-offerta u l-ispeċifikazzjonijiet jistgħu jiġu akkwistati mis-Section ta' l-Accounts, fid-Dwana, Il-Belt Valletta.

Is-7 ta' Diċembru, 1965.

DIPARTIMENT TAD-DWANA U L-PORT

Is-Suprintendent tal-Portijiet javża illi mhux aktar tard mill-11 a.m. ta' nhar it-Tlieta, it-28 ta' Diċembru, 1965, jirċievi offerti magħluqin għax-xiri u t-tneħħija ta' rmiġġijiet u skart tal-metall ieħor.

Il-formoli ta' l-offerta u kull informazzjoni oħra jistgħu jiġu akkwistati mill-Uffiċċju tas-Suprintendent tal-Portijiet, Xatt ta' Laskri, Il-Belt Valletta, f'kull ġurnata tax-xogħol matul il-ħinijiet ta' l-uffiċċju.

Is-7 ta' Diċembru, 1965.
(PORT CPD 651/59)

DEPARTMENT OF EDUCATION

The Director of Education notifies that sealed tenders will be received up to 10 a.m. on Friday, 21st January, 1966 for:—

Advt. No. 82/65. Supply of Stage Curtains.

Advt. No. 83/65. Supply of Electric Welding Sets.

Tenders should be made on the prescribed form which, together with the relevant conditions and other documents are obtained on application at the Education Office, 141, St Christopher Street, Valletta, on any working day between 8.30 a.m. and noon.

7th December, 1965.

CUSTOMS AND PORT DEPARTMENT

The Collector of Customs invites tenders for the supply of uniform caps to the personnel of this Department.

The tenders, in sealed envelopes marked clearly "Uniform Caps", shall be dropped into the Departmental tender box marked "Tenders" placed in the Accounts Section of the Customs Department (Customs Division) not later than 12 noon on Monday, the 27th December, 1965.

Forms of tender and specifications may be obtained from the Accounts Section, at the Custom House, Valletta.

7th December, 1965.

CUSTOMS AND PORT DEPARTMENT

The Superintendent of Ports notifies that sealed tenders will be received by him not later than 11.00 a.m. on Tuesday, 28th December, 1965, for the purchase and removal of moorings and other scrap metal.

Forms of tender and any further information may be obtained from the office of the Superintendent of Ports, Lascaris Wharf, Valletta, on any working day during office hours.

7th December, 1965.

DIPARTIMENT TAL-KUMMERĊ

Id-Direttur tal-Kummerċ javża li sa nofs in-nhar ta' nhar il-Ġimgħa, is-17 ta' Diċembru, 1965, f'dan l-Uffiċċju jirċievu offerti magħluqin għax-xiri ta' Ċilindri prodotti fil-Burmarrad Flour Mills minn qamħ Manitoba jew minn gradi simili ta' qamħ iżda mhux minn qamħ Durum.

Il-formoli ta' l-offerta, dawk biss ammissibbli, u l-kondizzjonijiet jistgħu jiġu akkwistati fuq talba jew f'dan l-Uffiċċju, 2, Triq il-Kavalier, Il-Belt Valletta, jew fil-Fergħa ta' l-Uffiċċju tal-Marsa, fil-Port Silo tal-Gvern, ix-Xatt ta' Pinto, il-Marsa.

L-offerti għandhom dejjem jimtlew bil-linka.

Id-Direttur tal-Kummerċ mhux marbut li jaċċetta l-aktar offerta baxxa jew kwalunkwe offerta u ma jagħtix raġunijiet għaliex aċċetta jew irrofta xi offerta partikolari.

Is-7 ta' Diċembru, 1965.

DEPARTMENT OF TRADE

The Director of Trade notifies that sealed tenders will be received at this Office up to noon of Friday, December 17th, 1965, for the purchase of Ċilindri produced at the Burmarrad Flour Mills from Manitoba or from similar grades of wheat but not from Durum Wheat.

Tender forms, the only ones admissible, and conditions may be obtained on application either at this Office at 2, Cavalier Street, Valletta, or at the Marsa Branch Office, at the Government Port Silo, Pinto Wharf, Marsa.

Tenders should invariably be filled up in ink.

The Director of Trade is not bound to accept the lowest or any tender and shall not give reasons for the acceptance or rejection of a particular tender.

7th December, 1965.

UNIVERSITA' IRJALI TA' MALTA

Ir-Reġistratur javża illi sa nofs in-nhar ta' nhar it-Tlieta, it-28 ta' Diċembru, 1965, fl-Uffiċċju ta' l-Università, Il-Belt Valletta, jiġu milqugħin offerti magħluqin għall-provvista ta' pożati, oġġetti tal-mejda, eċċ.

Il-formoli ta' l-offerta, l-ispeċifikazzjonijiet u l-kondizzjonijiet jistgħu jiġu akkwistati minn dan l-uffiċċju f'kull ġurnata tax-xogħol matul l-ħinijiet normali ta' l-uffiċċju.

Żewġ kopji ta' kull sett ta' dokumenti jingħataw b'xejn lil kull applikant. Għal settijiet oħra wieħed ikollu jħallas 2/6 għal kull sett.

Uffiċċju ta' l-Università,
Il-Belt Valletta,
It-2 ta' Diċembru, 1965.

THE ROYAL UNIVERSITY OF MALTA

The Registrar notifies that sealed tenders will be received at the Office of the University, Valletta up to noon on Tuesday, 28th December, 1965, for the supply of cutlery, tableware, etc.

Tender forms, specifications and conditions may be obtained at this office on any working day during normal office hours.

Two copies of each set of documents will be given free to each applicant. Additional sets will be charged for at the rate of 2/6 per set.

Office of the University,
Valletta,
2nd, December, 1965.

UFFIĊĊJU ĊENTRALI TA' L-ISTATISTIKA — CENTRAL OFFICE OF STATISTICS

RAPPORT LI JURI N-NUMRU TOTALI U T-TUNNELLAĠĠ NETT TA' VAPURI LI WASLU U TELQU MINN MALTA MATUL IL-ĠIMGĦA LI GĦALQET FIL-15 TA' OTTUBRU, 1965

STATEMENT SHOWING THE TOTAL NUMBER AND NET TONNAGE OF SHIPS THAT ARRIVED AT AND DEPARTED FROM MALTA DURING WEEK ENDING 15th OCTOBER, 1965

PAJJIŻ TAN-NAZZJONALITA *COUNTRY OF NATIONALITY*	WASLU *ARRIVALS*				TELQU *DEPARTURES*			
	Fuq 250 tunnellata *Above 250 Tons*		Ta' 250 Tunnellata u taħthom *250 Tons and under*		Fuq 250 Tunnellata *Above 250 Tons*		Ta' 250 Tunnellata u taħthom *250 Tons and under*	
	Nru. *No.*	Tunnellaġġ *Tonnage*	Nru. *No.*	Tunnellaġġ *Tonnage*	Nru. *No.*	Tunnellaġġ *Tonnage*	Nru. *No.*	Tunnellaġġ *Tonnage*
Renju Unit — United Kingdom ...	9	35,988	2	185	8	24,940	—	—
Bahamas—Bahamas ...	—	—	—	—	—	—	1	29
Hong Kong-Hong Kong	—	—	—	—	1	2,682	—	—
Malta—Malta	1	266	1	132	—	—	—	—
Arġentina—Argentina	—	—	—	—	1	4,407	—	—
Bulgarja—Bulgaria ...	—	—	—	—	1	777	—	—
Danimarka—Denmark	1	971	—	—	1	971	—	—
Franza—France ...	2	7,516	—	—	1	281	—	—
Ġermanja P.-Germany W	1	349	—	—	1	349	—	—
Greċja—Greece ...	—	—	—	—	1	4,314	—	—
Iżrael—Israel	3	14,530	—	—	2	2,640	—	—
Italja—Italy	13	13.263	3	463	12	12,522	1	90
Liberja—Liberia ...	1	1,954	—	—	—	—	—	—
Olanda—Netherlands ...	2	1,155	3	494	1	878	2	269
Norveġja—Norway ...	2	20,126	—	—	—	—	—	—
Panama—Panama ...	—	—	—	—	2	15.332	1	108
Portugal—Portugal ...	—	—	—	—	1	12,426	—	—
U.S.S.R.—U.S.S.R. ...	1	448	—	—	—	—	—	—
Jugoslavja—Yugoslavia	—	—	1	151	—	—	2	345
Total ...	36	96,566	10	1,425	33	82,510	7	841

RAPPORT LI JURI N-NUMRU U T-TUNNELAĠĠ TA' AJRUPLANI LI WASLU U TELQU MINN MALTA MATUL IL-ĠIMGĦA LI GĦALQET FIL-15 TA' OTTUBRU, 1965

STATEMENT SHOWING THE TOTAL NUMBER AND TONNAGE OF AIRCRAFT WHICH ARRIVED AT AND DEPARTED FROM MALTA DURING WEEK ENDING 15th OCTOBER, 1965

PAJJIŻ TAN-NAZZJONALITA *COUNTRY OF NATIONALITY*	WASLU *ARRIVALS*		TELQU *DEPARTURES*	
	Numru *Number*	Tunnellaġġ *Tonnage*	Numru *Number*	Tunnellaġġ *Tonnage*
Renju Unit—United Kingdom	33	1364.8	32	1364.1
Kenja—Kenya	2	4.2	2	4.2
Rodesja t'Isfel—S. Rhodesia	3	97.8	3	97.8
Ġermanja P.—Germany W.	1	32.4	1	32.4
Greċja—Greece	1	47.8	1	47.8
Italja—Italy	2	48.9	2	48.9
Libja—Libya	1	48.8	1	48.8
Total ...	43	1644.7	42	1644 0

Is-7 ta' Diċembru, 1965. 7th December, 1965.

AVVIŻI TAL-QORTI — COURT NOTICES

[501]

BY MINUTE filed this day in Her Majesty's Commercial Court, Edw. S. Engerer, L.P., produced the following document for publication in accordance with and for the purposes of the Commercial Code:

By these presents the undersigned

John Shand in his capacity as special attorney of The International Life Insurance Company (U.K.) Limited, a Limited Liability Company constituted and registered in the United Kingdom, nominated by power of attorney of the 22nd January, 1965 hereto attached and marked Document "A" of the one part, and

Doctor Edward Fenech Adami of the other part

form and constitute a Limited Liability Company under the terms and conditions hereinafter stated.

Name of Company

1. The name of the Company is "The International Life Insurance Company (Malta) Limited".

Office of the Company

2. The registered office of the Company shall be at No. 171 Old Bakery Street, Valletta, or such other address in Malta as shall be determined from time to time by the Board of Directors.

Private Company

3. The Company is a private company and accordingly:—

(a) The right to transfer shares in the company shall be limited in manner hereinafter appearing.

(b) The number of Members shall be limited to fifty, not including persons who are in the employment of the company and persons who, having been formerly in the employment of the Company were, while in that employment and have continued after the determination of that employment to be, Members; provided that where two or more persons hold one or more shares in the company jointly, they shall, for the purposes of this paragraph, be treated as a single Member.

(c) No invitation shall be made to the public to subscribe for any shares or debentures of the Company.

Duration

4. The duration of the Company shall be for fifty (50) years.

Objects

5. The objects for which the Company is established are:

Traduzzjoni

B'NOTA ppreżentata l-lum fil-Qorti tal-Kummerċ tal-Maestà Tagħha r-Reġina, il-P.L. Edw. S. Engerer ġieb id-dokument hawn taħt miktub biex jiġi pubblikat skond il-fehma u r-rieda tal-Kodiċi tal-Kummerċ:

Bil-preżenti l-hawn taħt iffirmati

John Shand fil-kwalità tiegħu ta' mandatarju speċjali ta' The International Life Insurance Company (U.K.) Limited, soċjetà anonima kostitwita u reġistrata fir-Renju Unit, nominat bi prokura tat-22 ta' Jannar, 1965, hawn annessa u markata Dokument "A" mill-ewwel naħa u

Dottor Edward Fenech Adami min-naħa l-oħra

iwaqqfu u jikkostitwixxu Soċjetà anonima bil-pattijiet u kondizzjonijiet hawn taħt imsemmija.

Isem tas-Soċjetà

1. L-isem tas-Soċjetà hu "The International Life Insurance Company (Malta) Limited".

Uffiċċju tas-Soċjetà

2. L-uffiċċju tas-Soċjetà jkun f'Nru. 171, Triq l-Ifran, il-Belt Valletta jew f'dak l-indirizz ieħor f'Malta kif jiġi deċiż minn żmien għal żmien mill-Board tad-Diretturi.

Soċjetà Privata

3. Is-Soċjetà hi soċjetà privata u allura:

(a) Id-dritt li jiġu trasferiti l-azzjonijiet tas-Soċjetà jkun limitat bil-mod li jingħad aktar 'il quddiem.

(b) In-numru tal-membri hu limitat għal ħamsin, liema numru ma jinkludix persuni li jkunu fl-impieg tas-Soċjetà u persuni li, billi qabel kienu impjegati mas-Soċjetà, kienu membri waqt li kienu hekk impjegati u baqgħu membri wara li spiċċaw minn dak l-impieg; b'dana li meta tnejn jew aktar persuni jkollhom flimkien azzjoni waħda jew iktar tas-Soċjetà, huma għandhom, għall-finijiet ta' dan il-paragrafu, jitqiesu bħala membru wieħed.

(ċ) Ma għandha ssir ebda stedina lill-pubbliku biex jissottoskrivi azzjonijiet jew debentures tas-Soċjetà.

Żmien

4. Iż-żmien tas-Soċjetà jkun ta' ħamsin (50) sena.

Skopijiet

5. L-iskopijiet li għalihom is-Soċjetà qed tiġi mwaqqfa huma:

(1) To carry on the business of life assurance in all its branches, and in particular to grant or effect assurances of all kinds for payment of money by way of a single payment, or by several payments, or by way of immediate or deferred annuities or otherwise, upon the happening of all or any of the following events, namely, the death, or marriage, or birth, or survivorship, or failure of issue of or the attainment of a given age by any person or persons, or the expiration of any fixed or ascertainable period, or the occurrence of any contingency or event which would or might be taken to affect the interest, whether in possession, vested, contingent, expectant, prospective, or otherwise of any person or persons in any property, or the loss or recovery of contractual or testamentary capacity in any person or persons, and also in connection with assurances on the life or lives of any such person or persons.

(2) To grant assurances of all kinds for payment of money by way of a single payment or by several payments, or by way of annuities, or otherwise, upon the happening of personal injuries caused by accident of any description, or upon the happening of sickness or bodily or mental incapacity, whether temporary or permanent, and generally to carry on the business of accident insurance in all its branches.

(3) To grant annuities of all kinds, whether dependent on human life or otherwise, and whether perpetual or terminable, and whether immediate or deferred, and whether contingent or otherwise.

(4) To contract with leaseholders, borrowers, lenders, annuitants, and others for the establishment, accumulation, provision, and payment of sinking funds, redemption funds, depreciation funds, renewal funds, endowment funds, and any other special funds, either in consideration of a lump sum, or of an annual premium, or otherwise, and generally on such terms and conditions as may be arranged.

(5) To purchase and deal in and lend on life, reversionary, and other interests in property of all kinds, whether absolute or contingent or expectant, and whether determinable or not; and to acquire, lend money on, redeem, cancel, or extinguish by purchase, surrender, or otherwise, any policy, security, grant, or contract issued, made, or taken over or entered into by the Company.

(6) To reassure, reinsure, counter-assure or counter-insure all or any risks, and to undertake all kinds of reassurance, reinsurance, counter-assurance and counter-insurance connected with all or any of the businesses aforesaid.

(7) To give to any class or section of those who assure, or have other dealings with the Company, any rights over or in relation to any fund or funds, or a right to participate in the profits of the Company, or in the profits of any particular branch or part of its business, or any other special privileges, advantages, or benefits.

(1) Li tmexxi n-negozju ta' assigurazzjoni tal-ħajja fil-fergħat kollha tiegħu u b'mod partikulari li tagħti jew teffettwa kull xorta ta' assigurazzjonijiet għall-ħlas ta' flus bi ħlas wieħed jew b'diversi ħlasijiet, jew b'annwalitajiet immedjati jew posposti jew xort'oħra, meta jiġru dawn il-ġrajjiet jew uħud minnhom, jiġifieri, il-fatt li persuna jew persuni jmutu, jew jiżżewġu, jew jitwieldu, jew jibqgħu ħajja wara l-mewt ta' ħaddieħor, jew ma jkollhomx tfal jew jilħqu ċerta età, jew il-fatt li żmien fiss jew li jista' jiġi aċċertat jagħlaq, jew li tiġri xi kontinġenza jew ġrajja li kienet jew li tista' titqies li taffettwa drittijiet posseduti, akkwistati, kontinġenti, mistennija, prospettivi jew drittijiet oħra ta' persuna jew persuni fi proprjetà, jew it-telf jew l-irkupru tal-kapaċità ta' persuna jew persuni li jagħmlu kuntratti jew testmenti, u wkoll f'konnessjoni ma' assigurazzjonijiet fuq il-ħajja jew ħajjiet ta' dik il-persuna jew dawk il-persuni.

(2) Li tagħti assigurazzjonijiet ta' kull xorta għall-ħlas ta' flus fi ħlas wieħed jew f'diversi ħlasijiet, jew b'annwalitajiet jew xort'oħra, meta tkorri persuna minħabba kull xorta ta' aċċident, jew meta persuna timrad jew tiġi inkapaċitata fiżikament jew mentalment, għal ftit taż-żmien jew għal dejjem, u in ġenerali li tmexxi n-negozju ta' assigurazzjoni kontra aċċidenti fil-fergħat kollha tiegħu.

(3) Li tagħti annwalitajiet ta' kull xorta, sew dipendenti fuq il-ħajja tal-bniedem jew xort'oħra, u sew għal dejjem jew le, u kemm immedjati jew posposti, u sew kontinġenti jew xort'oħra.

(4) Li tagħmel kuntratti ma' ċenswalisti, mutwatarji, mutwanti, benefiċjarji u oħrajn għat-twaqqif, ġbir, provvediment u ħlas ta' sinking funds, fondi għal fidwa, fondi għal deprezzament, fondi għal tiġdid, fondi għal dotazzjoni, u fondi oħra speċjali, għall-korrispettiv ta' somma waħda, jew ta' premium ta' kull sena, jew xort'oħra, u in ġenerali b'dawk il-pattijiet u kondizzjonijiet li jistgħu jiġu miftehma.

(5) Li tixtri u tinnegozja fi u tislef fuq vitalizji, drittijiet ta' riversjoni jew oħrajn fuq kull xorta ta' proprjetà, assoluti, kontinġenti jew mistennija, u li jistgħu jiġu mitmuma jew le; u li takkwista, tislef flus fuq, tifdi, tħassar jew ittemm b'xiri ċessjoni jew xort'oħra kull polza, sigurtà, għotja jew kuntratt li s-Soċjetà tkun ħarġet, għamlet, ħadet jew daħlet għalihom.

(6) Li tassigura mill-ġdid, tassigura reċiprokament kull xorta ta' riskji, u li tintraprendi kull xorta ta' ri-assigurazzjoni u kontro-assigurazzjoni li għandha x'taqsam man-negozji fuq imsemmija jew uħud minnhom.

(7) Li tagħti lil xi kategorija jew sezzjoni ta' dawk li jassiguraw, jew li b'xi mod ikollhom x'jaqsmu mas-soċjetà, drittijiet fuq jew dwar xi fond jew fondi, jew dritt li jkollhom sehem fil-qliegħ tas-Soċjetà, jew fil-qliegħ ta' xi fergħa jew sehem partikulari min-negozju tagħha, jew xi privileġġi, vantaġġi jew benefiċċji oħra speċjali.

(8) To act as agents for the issue of any bills, bonds, shares, unit trust units, mutual fund securities, debentures, debenture stocks, or other securities, whether or not offered to the public for subscription or purchase, and to guarantee the subscription of any such securities, and to act as trustee, executor, or administrator with or without remuneration, and to undertake trusts of all kinds and the conduct of any business connected with trusts of any description or the estates of deceased persons, and to receive for safe custody.

(8) Li tagħmilha ta' aġenti għall-ħruġ ta' kambjali, obbligazzjonijiet, azzjonijiet, unit trust units, titoli ta' fond reċiproku, debentures, debenture stock, jew titoli oħra, sew jekk offerti lill-pubbliku għas-sottoskrizzjoni jew xiri kemm jekk le, u li tiggarantixxi s-sottoskrizzjoni ta' dawk it-titoli, u li tagħmilha ta' fiduċjarju, esekutur jew amministratur bi jew mingħajr kumpens, u li tintraprendi kull xorta ta' trusts u li tmexxi negozju konness ma' kull xorta ta' trusts jew il-patrimonju ta' persuni mejta, u li tirċievi biex iżżomm fis-sgur.

(9) To lend or advance money upon or without security, including the lending of money upon policies issued by the Company or in respect of which it is liable, and to apply any of the funds of the Company in buying up, cancelling, extinguishing, or obtaining a release from any policy, contract, or liability.

(9) Li tislef jew tavanza flus bi jew mingħajr sigurtà, inkluż is-self ta' flus fuq polizzi maħruġa mis-Soċjetà jew li dwarhom hi jkollha xi obbligu, u li tapplika fondi tas-Soċjetà biex tixtri, tħassar, jew takkwista ħelsien minn xi polizza, kuntratt jew obbligazzjoni.

(10) To pay, satisfy, or compromise any claims made against the Company which it may seem expedient to pay, satisfy or compromise, notwithstanding that the same may not be valid in law.

(10) Li tħallas, tissodisfa jew tagħmel kompromess dwar pretensjonijiet kontra s-Soċjetà li jista' jidher li jkun jaqbel li jiġu mħallsa, sodisfatti jew li jsir kompromess dwarhom, minkejja li dawn ma jkunux validi skond il-liġi.

(11) To carry on any other business which may seem to the Company capable of being conviently carried on in connection with the foregoing, or which it may be advisable to undertake with a view to developing, rendering valuable, prospecting or turning to account, any property, real or personal, belonging to the Company, or in which the Company may be interested.

(11) Li tmexxi kull negozju ieħor li s-Soċjetà jista' jidhrilha tajjeb biex jiġi mmexxi b'mod li jaqbel f'konnessjoni ma' dak li ngħad fuq, jew li jista' jkun ta' min jidħol għalih bil-ħsieb li proprjetà, reali jew personali, tas-Soċjetà jew li s-Soċjetà jista' jkollha interess fiha tiġi żviluppata, isir ikollha valur, isir tiftix fiha jew issir tħalli qliegħ.

(12) To purchase, take on lease or in exchange or otherwise acquire, sell, improve, manage, develop, lease, mortgage, turn to account, deal in and dispose of lands and buildings, whether freehold or leasehold or of any other tenure, easements, concessions, claims, rights or privileges and movable and immovable property of every description and to lay out land for building purposes, build thereon, let on building or other leases and advance money to builders, tenants and others.

(12) Li tixtri, tieħu b'ċens jew bi tpartit jew xort'oħra takkwista, tbiegħ, itejjeb, tmexxi, tisviluppa, tikri, tirhan, tagħmel iħallu qliegħ, tinnegozja fi u tiddisponi minn artijiet u bini, sew liberi jew b'ċens jew b'kull titolu ieħor, servitù, konċessjonijiet, pretensjonijiet, drittijiet jew privileġġi u kull xorta ta' proprjetà mobbli u immobbli u li tlesti art biex tinbena, tibni fuqha, tikri bini jew ħwejjeġ oħra u tavanza flus lill-bennejja, inkwilini u oħrajn.

(13) To construct, execute, carry out, equip, improve, work, develop, administer, manage or control, in any part of the world, offices, factories, railways, roadways, tramways, docks, harbours, piers, wharves, canals, water-courses, dams, reservoirs, wells, aqueducts, furnaces, gasworks, mines, quarries, embankments, irrigations, reclamations, sewage, drainage, sanitary and water works, electricity, telephonic, telegraphic, and power works, houses, buildings and erections of all descriptions; and all other works and things which may be deemed expedient for the purposes of the Company and to pay or contribute to the payment of the cost of constructing, executing, working, developing, and administering the same.

(13) Li tibni, tesegwixxi, tagħmel, tgħammar, ittejjeb, taħdem, tisviluppa, tamministra, tmexxi jew tikkontrolla f'kull parti tad-dinja, uffiċċji, fabbriki, ferroviji, toroq, linji tat-tram, baċini, portijiet, bankini, mollijiet, kanali, mogħdijiet ta' l-ilma, digi, ġibjuni, bjar, akwedotti, forġ, fabbriki tal-gass, minjieri, barrieri, arġni, irrigazzjonijiet, reklamazzjonijiet, drenaġġ, u xogħlijiet sanitarji u ta' l-ilma, xogħlijiet ta' l-elettriku, tat-telefon, tat-telegrafu u ta' ġeneraturi, djar u kull xorta ta' bini, u kull xorta ta' xogħlijiet u oġġetti oħra li jistgħu jitqiesu li jaqblu għall-finijiet tas-Soċjetà u li tħallas jew tikkontribwixxi għall-ħlas ta' l-ispiża biex l-istess jiġu mibnija, esegwiti, maħduma, sviluppati u amministrati.

(14) To sell, let, lease, grant licences, easements and other rights over and in any other manner dispose of or deal with the whole or any part of the undertaking, property, assets, rights, effects and businesses of the Company for such consideration as may be thought fit and in particular for a rent or rents or stocks, shares, debentures, debenture stock or other obligations of any other company.

(15) To acquire and undertake on any terms, and subject to any conditions, 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 property suitable for the purposes of the Company.

(16) To amalgamate with or enter into partnership or any joint purse or profit-sharing arrangement with or to co-operate in any way with or assist or subsidise, any company firm or person carrying on, or proposing to carry on, any business within the objects of the Company.

(17) To purchase with a view to closing or reselling in whole or in part any business or properties which may seem or be deemed likely to injure by competition or otherwise any business or branch of business which the Company is authorised to carry on, and to close, abandon and give up any works or businesses at any time acquired by the Company.

(18) To carry on any business or branch of a business which the Company is authorised to carry on by means or through the agency of any companies, whether subsidiaries or otherwise, and to enter into any arrangement with any such company for taking the profits and bearing the losses of any business or branch so carried on, or for financing any such company or guaranteeing its liabilities, or to make any other arrangement which may seem desirable with reference to any business or branch so carried on including power at any time and either temporarily or permanently, to close any such branch or business.

(19) To act as directors or managers of or to appoint directors or managers of any subsidiary or of any other company in which the Company is or may be interested.

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

(21) To promote or concur in the promotion of any company, the promotion of which shall be considered desirable.

(22) To give all descriptions of guarantee and indemnities.

(14) Li tbiegħ, tikri, tagħti b'ċens, tagħti liċenzi, servitù u drittijiet oħra fuq u b'kull mod ieħor tiddisponi minn jew tinnegozja bi jew b'kull sehem minn l-impriża, proprjetà, attiv, drittijiet, effetti u negozji tas-Soċjetà għal dak il-korrispettiv li jista' jintħaseb sewwa u b'mod partikulari għal kera jew krejjiet jew stocks, azzjonijiet, debentures, debenture stock jew obbligazzjonijiet oħra ta' soċjetà oħra.

(15) Li takkwista u tintraprendi b'kull pattijiet u kondizzjonijiet kull jew kull sehem minnegozju, proprjetà u obbligazzjonijiet ta' persuna jew soċjetà li tkun tmexxi negozju li s-Soċjetà hi awtorizzata li tmexxi jew li jkollha proprjetà tajba għall-finijiet tas-Soċjetà.

(16) Li tamalgama jew tidħol f'soċjetà jew joint purse arrangement jew arranġament għallqsim ta' qliegħ ma' jew li tikkoopera ma' jew tgħin jew tissussidja, soċjetà, ditta jew persuna li tkun tmexxi jew tkun biħsiebha tmexxi xi negozju li jaqa' taħt l-iskopijiet tas-Soċjetà.

(17) Li tixtri bil-ħsieb li tagħlaq jew tbiegħ mill-ġdid kull jew kull sehem minn negozju jew proprjetajiet li jistgħu jidhru jew jitqiesu li aktarx jagħmlu ħsara b'konkorrenza jew xort'oħra linnegozju jew lil xi fergħa min-negozju li s-Soċjetà hi awtorizzata li tmexxi, u li tagħlaq, tabbanduna u titlaq xogħlijiet jew negozji f'xi żmien akkwistati mis-Soċjetà.

(18) Li tmexxi kull negozju jew fergħa ta' negozju li s-Soċjetà hi awtorizzata tmexxi permezz ta' l-aġenzija ta' soċjetajiet oħra, sew sussidjarji kemm le, u li tidħol f'arranġament ma' dik is-soċjetà biex iddaħħal il-qliegħ jew issofri t-telf ta' xi negozju jew fergħa ta' negozju hekk immexxija, jew biex tiffinanzja dik is-soċjetà jew tiggarantixxi l-obbligazzjonijiet tagħha, jew li tagħmel kull arranġament ieħor li jista' jidher ta' min jixtieqU b'riferenza għal negozju jew fergħa ta' negozju hekk immexxija inkluża s-setgħa li f'kull żmien tagħlaq dik il-fergħa jew negozju għal ftit żmien jew għal dejjem.

(19) Li tagħmilha ta' diretturi jew managers ta' jew li tinnomina diretturi jew managers ta' soċjetà sussidjarja jew ta' soċjetà oħra li fiha s-Soċjetà hi jew tista' tkun interessata.

(20) Li tieħu sehem fit-tmexxija, superviżjoni u kontroll tan-negozju jew operazzjonijiet ta' soċjetà jew impriża u għal dan il-fini li tinnomina u tikkumpensa diretturi, fiduċjarji, komputisti jew esperti oħra jew aġenti.

(21) Li tippromwovi jew tikkonkorri filpromozzjoni ta' soċjetà li l-promozzjoni tagħha tista' tkun ta' min jixtieqha.

(22) Li tagħti kull xorta ta' garanziji u indennizzi.

(23) To subscribe for underwrite, purchase or otherwise acquire, and to hold, dispose of and deal with the shares, stocks, securities, and evidences of indebtedness or the right to participate in profits or other similar documents issued by any government, authority, corporation or by any company or body of persons, and any options or rights in respect thereof, and to buy and sell foreign exchange.

(24) To borrow and raise money in any manner and on any terms.

(25) For any purpose and in any manner and from time to time to hypothecate, mortgage or charge the whole or any part of the undertaking, property and rights (including property and rights to be subsequently acquired) of the Company, and any money uncalled on any shares of the capital, original or increased, of the Company and whether at the time issued or created or not and to create, issue, make and give debentures, debenture stock, bonds or other obligations, perpetual or otherwise, with or without any hypothec, mortgage or charge on all or any part of such undertaking, property, rights and uncalled money.

(26) To make, draw, accept, endorse, discount, negotiate, execute and issue and to buy, sell and deal in promissory notes, bills of exchange, cheques, bills of lading, shipping documents, dock and warehouse warrants, and other instruments negotiable or transferable or otherwise.

(27) To lend money with or without security and to subsidise, assist and guarantee the payment of money by or the performance of any contract, engagement or obligation by any persons or companies.

((28) To invest any monies of the Company not for the time being required for the general purposes of the Company in such investments (other than shares in the Company) as may be thought proper, and to hold, sell or otherwise deal with such investments.

(29) To insure any of the property or assets of the Company against any insurable risk or risks and to effect, purchase or take assurances on the lives of any debtors to the Company, or on the lives of any other persons in whom the Company may have an insurable interest.

(30) To undertake and transact all kinds of trust and agency business.

(31) To grant pensions or gratuities to any persons (including Directors and other officers) who may be or have been in the employment or service in any capacity of the Company or of any subsidiary of the Company or of the predecessors in business of the Company or of any such subsidiary or the relations, connections or dependents of any such persons, to establish or support associations, institutions, clubs, funds and trusts which may be considered calculated to benefit any such persons or otherwise advance the

(23) Li tissottoskrivi, tixtri jew xort'oħra takkwista, u li tippossjedi, tiddisponi minn u tinnegozja b'azzjonijiet, stocks, titoli u xiehda ta' dejn jew id-dritt ta' sehem fil-qliegħ jew dokumenti oħra bħal dawn maħruġa minn gvern, awtorità, enti jew korp, jew minn kull soċjetà jew enti, u ozzjonijiet jew drittijiet dwarhom, u li tixtri u tbiegħ flus barranin.

(24) Li tissellef u tipprokura flus b'kull mod u kondizzjonijiet.

(25) Għal kull fini u b'kull mod u minn żmien għal żmien li tipoteka, tirhan jew tgħabbi b'piż kull jew kull sehem mill-impriża, proprjetà u drittijiet (inklużi proprjetà u drittijiet li jridu jiġu akkwistati wara) tas-Soċjetà, u kull flus mhux imsejħa fuq azzjonijiet tal-kapital oriġinali jew miżjud tas-Soċjetà u sew jekk f'dak iż-żmien ikunu maħruġa jew maħluqa kemm le u li toħloq, toħroġ, tagħmel u tagħti debentures, debenture stock, obbligazzjonijiet jew obbligazzjonijiet oħra, perpetwi jew xort'oħra, bi jew mingħajr ipoteka, rahan jew piż fuq kull jew kull sehem mill-impriża, proprjetà, drittijiet u flus mhux imsejħa.

(26) Li tagħmel, toħroġ, taċċetta, tiġġira, tiskonta, issarraf, tesegwixxi u toħroġ u li tixtri, tbiegħ u tinnegozja b'obbligazzjonijiet, kambjali, cheques, polizzi tal-kargu, dokumenti tat-tagħbija, ħatt u konsenja ta' merkanzija u titoli oħra negozjabbli jew trasferibbli jew xort'oħra.

(27) Li tislef flus bi jew mingħajr sigurtà u li tissussidja, tgħin u tiggarantixxi l-ħlas ta' flus minn jew it-twettiq ta' xi kuntratt jew obbligazzjoni minn persuni jew soċjetajiet.

(28) Li tinvesti flus tas-Soċjetà li fiż-żmien li jkun ma jkunux meħtieġa għall-finijiet ġenerali tas-Soċjetà f'dawk l-investimenti (li ma jkunux azzjonijiet tas-Soċjetà) kif jista' jitqies sewwa, u li tippossjedi, tbiegħ jew xort'oħra tinnegozja b'dawk l-investimenti.

(29) Li tassigura proprjetà jew attiv tas-Soċjetà kontra kull riskju jew riskji li jistgħu jiġu assigurati u li tagħmel, tixtri jew tieħu assigurazzjonijiet fuq il-ħajja tad-debituri tas-Soċjetà, jew fuq il-ħajjiet ta' persuni oħra li s-Soċjetà jista' jkollha fihom interess li jista' jiġi assigurat.

(30) Li tintraprendi u tagħmel kull xorta ta' negozju ta' trust u aġenzija.

(31) Li tagħti pensjonijiet jew gratifiki lil persuni (inklużi diretturi u uffiċjali oħra) li jistgħu jkunu jew setgħu kienu f'kull xorta ta' impieg jew servizz tas-Soċjetà jew ta' xi sussidjarja tas-Soċjetà jew tal-predeċessuri fin-negozju tas-Soċjetà jew ta' dik is-sussidjarja jew lill-qraba jew dipendenti ta' dawk il-persuni, li twaqqaf jew tgħin għaqdiet, istituti, każini, fondi u trusts li jistgħu jitqiesu li jibbenefikaw lil dawk il-persuni jew xort'oħra jġibu 'l quddiem l-interessi tas-Soċjetà jew tal-membri tagħha, u li twaqqaf u

interests of the Company or of its members, and to establish and contribute to any scheme for the purchase by trustees of shares of the Company to be held for the benefit of the Company's employees and to lend money to the Company's employees to enable them to purchase shares of the Company.

(32) To subscribe or guarantee money for any national, charitable, benevolent, public, general or useful object, or for any exhibition.

(33) To pay all preliminary expenses of the Company and any company promoted by the Company or any company in which the Company is or may contemplate being interested, including in such preliminary expenses all or any part of the costs and expenses of owners of any business or property acquired by the Company.

(34) To enter into any arrangements with any government or authority, imperial, supreme, municipal, local or otherwise, or company that may seem conducive to the Company's objects or any of them, and to obtain from any such government, authority or company any charters, contracts, decrees, rights, grants, loans, privileges or concessions which the Company may think it desirable to obtain, and to carry out, exercise and comply with the same.

(35) To do anything authorised by these articles in any part of the world and as principals, agents, contractors, trustees or otherwise, and by or through trustees, agents or otherwise, and either alone or in conjunction with others.

(36) To distribute among the Members of the Company in specie any property of the Company.

(37) To do all such other things as may be considered to be incidental or conducive to the attainment of the above objects or any of them.

And it is hereby declared that (1) the word "company" in this clause except where used in reference to this Company, shall be deemed to include any partnership or other body of persons, whether corporate or unincorporate and (2) except where the context expressly so requires, none of the several paragraphs of this clause, or the objects therein specified, or the powers thereby conferred shall be limited by, or be deemed merely subsidiary or auxiliary to any other paragraph of this clause, or the objects in such other paragraph specified, or the powers thereby conferred.

Business

6. Any branch or kind of business, which the Company is either expressly or by implication authorised to undertake, may be undertaken at such time or times as the Board thinks fit, and may be suffered to be in abeyance, whether already commenced or not, so long as

tikkontribwixxi għal skema għax-xiri minn fiduċjarji ta' azzjonijiet tas-Soċjetà biex jinżammu għall-benefiċċju ta' l-impjegati tas-Soċjetà u li tislef flus lill-impjegati tas-Soċjetà biex ikunu jistgħu jixtru azzjonijiet tas-Soċjetà.

(32) Li tissottoskrivi jew tiggarantixxi flus għal kull skop nazzjonali, ta' karità, benefiċenza, pubbliku, ġenerali jew utili, jew għal kull wirja.

(33) Li tħallas kull spejjeż preliminari tas-Soċjetà u ta' kull soċjetà promossa mis-Soċjetà jew ta' soċjetà li hi jew tista' taħseb li tkun interessata fiha, inklużi f'dawk l-ispejjeż preliminari kull jew kull sehem minn l-ispejjeż tas-sidien ta' negozju jew proprjetà akkwistati mis-Soċjetà.

(34) Li tidħol f'arranġamenti ma' kull gvern jew awtorità, imperjali, suprema, muniċipali, lokali jew xort'oħra, jew soċjetà li jistgħu jidhru li jwasslu għall-iskopijiet tas-Soċjetà jew uħud minnhom, u li takkwista mingħand dak il-gvern awtorità jew soċjetà charters, kuntratti, digrieti, drittijiet għotjiet, self, privileġġi jew konċessjonijiet li s-Soċjetà jista' jidhrilha li jkun ta' min jixtieq jakkwista, u li tmexxihom, tħaddimhom u tagħmel kif jingħad fihom.

(35) Li tagħmel kull ħaġa awtorizzata b'dawn l-Artikoli f'kull parti tad-dinja u sew bħala mandanti, aġenti, kuntratturi fiduċjarji jew xort'oħra, u permezz ta' fiduċjarji aġenti jew xort'oħra u sew weħidha jew flimkien ma' oħrajn.

(36) Li tqassam in specie fost il-membri tas-Soċjetà proprjetà tas-Soċjetà.

(37) Li tagħmel dawk l-affarijiet oħra kollha li jistgħu jitqiesu li jkunu inċidentali jew li jwasslu biex jintlaħqu l-iskopijiet fuq imsemmija jew uħud minnhom.

U qed jiġi bil-preżenti dikjarat (1) li l-kelma "soċjetà" f'din il-klawsola, ħlief fejn hi użata b'riferenza għal din is-Soċjetà, għandha titqies li tinkludi kull soċjetà jew korp ieħor ta' persuni, sew morali kemm le u (2) ħlief fejn li-kontest jeħtieġ xort'oħra, ebda wieħed mid-diversi paragrafi ta' din il-klawsola jew l-iskopijiet fihom imsemmija, jew is-setgħat bihom mogħtija ma għandhom jiġu limitati minn, jew jitqiesu li jkunu biss sussidjarji jew awsiljari għal xi paragrafu ieħor ta' din il-klawsola, jew l-iskopijiet speċifikati f'dak il-paragrafu ieħor, jew is-setgħat bih mogħtija.

Negozju

6. Kull fergħa jew xorta ta' negozju, li s-Soċjetà hi espressament jew impliċitament awtorizzata li tagħmel, tista' ssir f'dak iż-żmien jew żmenijiet li l-Board jidhirlu sewwa, u tista' titħalla sospiża, sew jekk tkun ġa mibdija kemm le, sakemm il-Board iqis li ma jkunx jaqbel li

the Board deems it expedient not to commence or proceed with such branch or kind of business.

7. No part of the funds of the Company shall be employed in the purchase of, or in loans upon the security of, the Company's shares, and the Company shall not, except as authorised by law give any financial assistance for the purpose of or in connection with any purchase or subscription of shares in the Company or, if and when it is a subsidiary, in its holding company, nor, except as authorised by law, make, or guarantee or provide any security in connection with, a loan to any Director or to any director of its holding company, if any. The Company shall not, except as authorised by law, be a member of a company which is its holding company.

Limited Liability

8. The liability of the Members is limited in the case of each Member to the amount (if any) unpaid on the share or shares held by him.

Capital

9. The Authorised share capital of the Company is fifty thousand pounds (£50,000) divided into fifty thousand (50,000) shares of one pound each.

The initial issued capital of the Company is five thousand pounds (£5,000) and is made up of five thousand (5,000) Ordinary Shares of one pound (£1) each which are subscribed and allotted as follows:

(a) four thousand and nine hundred (4,900) Ordinary Shares of £1 each — The International Life Insurance Company (UK) Limited.

(b) Doctor Edward Fenech Adami one hundred (100) Ordinary Shares of £1 each.

10. The persons subscribing the initial issued capital of the Company bind themselves to pay immediately 50% of the amount subscribed by them.

Variations of Rights

11. Whenever the capital of the Company is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, either with the consent in writing of the holders of three-fourths of the issued shares of the class, or with the sanction of an Extraordinary Resolution passed at a separate General Meeting of such holders (but not otherwise), be varied or abrogated and may be so varied or abrogated either whilst the Company is a going concern or during or in contemplation of a winding up. To every such separate General Meeting all the provisions of these articles relating to General Meetings or to the

jibda jew ikompli dik il-fergħa jew xorta ta' negozju.

7. Ebda sehem mill-fondi tas-Soċjetà ma għandhom jiġu impjegati fix-xiri ta', jew f'self garantit minn, azzjonijiet tas-Soċjetà, u s-Soċjetà ma għandhiex, ħlief kif awtorizzata mil-liġi, tagħti għajnuna finanzjarja għal jew f'konnessjoni max-xiri jew sottoskrizzjoni ta' azzjonijiet tas-Soċjetà jew, jekk u meta tkun sussidjarja, fis-soċjetà li għandha interess li jagħtiha kontroll fiha, lanqas, ħlief kif awtorizzat mil-liġi, ma għandha tagħmel jew tiggarantixxi jew tipprovdi garanzija f'konnessjoni ma' self lil Direttur jew lil Direttur ta' Soċjetà li jkollha interess li jagħtiha kontroll fiha. Is-Soċjetà ma għandhiex, ħlief kif ikun awtorizzat mil-liġi, tkun membru ta' soċjetà li jkollha interess li jagħtiha kontroll fiha.

Responsabbiltà Limitata

8. Ir-responsabbiltà tal-membri hi limitata fil-każ ta' kull membru għall-ammont (jekk ikun hemm) mhux imħallas fuq l-azzjoni jew azzjonijiet li hu jkollu.

Kapital

9. Il-kapital f'azzjonijiet awtorizzat tas-Soċjetà hu ta' ħamsin elf lira (£50,000) maqsum f'ħamsin elf (50.000) azzjoni ta' lira l-waħda.

Il-kapital maħruġ tal-bidu tas-Soċjetà hu ta' ħamest elef lira (£5,000) u hu magħmul minn ħamest elef (5,000) Azzjoni Ordinarja ta' lira (£1) il-waħda li jinsabu sottoskritti u mqassma kif ġej:

(a) erbat elef u disa' mitt (4,900) azzjoni ordinarja ta' £1 il-waħda — The International Life Insurance Company (U.K.) Limited.

(b) Dottor Edward Fenech Adami mitt (100) azzjoni ordinarja ta' £1 il-waħda.

10. Il-persuni li qed jissottoskrivu l-kapital maħruġ tal-bidu tas-Soċjetà jobbligaw ruħhom li jħallsu immedjatament 50% ta' l-ammont sottoskritt minnhom.

Tibdil fid-Drittijiet

11. Meta l-kapital tas-Soċjetà jkun maqsum f'kategoriji differenti ta' azzjonijiet, id-drittijiet annessi ma' kull kategorija (jekk ma jkunx xorta oħra maħsub fil-kondizzjonijiet tal-ħruġ ta' l-azzjonijiet ta' dik il-kategorija) jistgħu, jew bil-kunsens bil-miktub tal-possessuri ta' tliet kwarti mill-azzjonijiet maħruġa tal-kategorija, jew bl-approvazzjoni ta' Riżoluzzjoni Straordinarja mgħoddija f'Laqgħa Ġenerali separata ta' dawk il-possessuri (iżda mhux xort'oħra), jiġu varjati jew imħassra u jistgħu jiġu hekk varjati jew imħassra sew waqt li s-Soċjetà tkun qed taħdem jew waqt jew meta jkun hemm il-ħsieb li ssir likwidazzjoni. Għal kull Laqgħa Ġenerali separata bħal din għandhom japplikaw mutatis

proceedings threat shall, mutatis mutandis, apply, except that the necessary quorum shall be two persons at least holding or representing by proxy one-third in nominal amount of the issued shares of the class (but so that if at any adjourned meeting of such holders a quorum as above defined is not present, those Members who are present in person or by proxy shall be a quorum), and that the holders of shares of the class shall, on a poll, have one vote in respect of every share of the class held by them respectively.

12. The special rights conferred upon the holders of any shares or class of shares issued with preferred or other special rights shall not, unless otherwise expressly provided by these Articles or the conditions of issue of such shares, be deemed to be varied by the creation or issue of further shares ranking pari passu therewith.

Shares

13. Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares, any share in the Company may be issued with such preferred, deferred, or other special rights or such restrictions, whether in regard to dividend, voting, return of capital or otherwise as the Company may from time to time by resolution determine.

14. Subject to the provisions of these Articles relating to new shares, all unissued shares for the time being in the capital of the Company shall be at the disposal of the Board, and the Board may (subject to the provisions of the law) allot, grant options over, or otherwise dispose of them to such persons, on such terms and conditions, and at such times as the Board shall think fit, but so that no share shall be issued at a discount, except in accordance with the provisions of the law.

15. The Company may exercise the powers of paying commissions conferred by law; provided that the commission paid or agreed to be paid shall not exceed 10 per cent of the price at which the shares in respect of which the commission is paid, are issued and shall be disclosed in the manner required by law. Such commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in one way and partly in another. The Company may also on any issue of shares pay such brokerage as may be lawful.

16. If any shares are issued for the purpose of raising money to defray the expenses of the construction of any works or buildings or the provision of any plant which cannot be made profitable for a lengthened period, the Company may subject to the conditions and restrictions contained in the law, pay interest on so much

mutandis id-disposizzjonijiet ta' dawn l-Artikoli dwar Laqgħat Ġenerali jew dwar il-proċeduri fihom, biss il-quorum meħtieġ ikun ta' żewġ persuni li jkollhom jew jirrappreżentaw bi prokura mill-anqas terz ta' l-ammont nominali ta' l-azzjonijiet maħruġa ta' dik il-kategorija (iżda b'dana li jekk f'laqgħa aġġurnata ta' dawk il-possessuri ma jkunx hemm preżenti quorum kif fuq imfisser, il-membri preżenti personalment jew bi prokura jiffurmaw quorum), u li l-possessuri ta' l-azzjonijiet ta' dik il-kategorija f'każ ta' votazzjoni bil-miktub għandu jkollhom vot wieħed għal kull azzjoni li huma jkollhom f'dik il-kategorija.

12. Id-drittijiet speċjali mogħtija lill-possessuri ta' azzjoni jew kategorija ta' azzjonijiet maħruġa bi drittijiet ta' preferenza jew drittijiet oħra speċjali ma għandhomx, jekk ma jkunx xort'oħra espressament maħsub f'dawn l-Artikoli jew fil-kondizzjonijiet tal-ħruġ ta' dawk l-azzjonijiet, jitqiesu li jkunu ġew varjati bil-ħolqien jew ħruġ ta' azzjonijiet oħra li jkunu pari passu magħhom.

Azzjonijiet

13. Bla ħsara għal xi drittijiet speċjali qabel mogħtija lill-possessuri ta' azzjonijiet jew kategorija ta' azzjonijiet ġa eżistenti, azzjoni fis-Soċjetà tista' tinħareġ b'dawk id-drittijiet ta' preferenza, posponiment jew drittijiet oħra speċjali jew b'dawk ir-restrizzjonijiet, dwar dividend, votazzjoni, radd lura ta' kapital jew xort'oħra kif is-Soċjetà tista' minn żmien għal żmien b'riżoluzzjoni tiddeċidi.

14. Bla ħsara għad-disposizzjonijiet ta' dawn l-Artikoli dwar azzjonijiet ġodda, azzjonijiet fil-kapital tas-Soċjetà li fiż-żmien li jkun ikunu mhux maħruġa jkunu għad-disposizzjoni tal-Board, u l-Board jista' (bla ħsara għad-disposizzjonijiet tal-liġi) iqassamhom, jagħti ozzjonijiet dwarhom jew xort'oħra jiddisponi minnhom lil dawk il-persuni b'dawk il-pattijiet u kondizzjonijiet, u f'dawk iż-żmenijiet kif il-Board jista' jidhirlu sewwa, iżda b'mod li ebda azzjoni ma tinħareġ bi skont, ħlief skond id-disposizzjonijiet tal-liġi.

15. Is-Soċjeta tista' tħaddem is-setgħat li tħallas kummissjonijiet mogħtija mil-liġi; b'dana li l-kummissjoni mħallsa jew miftehma li tiġi mħallsa ma għandhiex tkun iktar mill-10 fil-mija tal-prezz tal-ħruġ ta' l-azzjonijiet li dwarhom il-kummissjoni tiġi mħallsa u għandu jingħata tagħrif dwarha bil-mod meħtieġ mil-liġi. Dik il-kummissjoni tista' tiġi sodisfatta bil-ħlas ta' flus kontanti jew bit-tqassim ta' azzjonijiet imħallsa għal kollox jew mhux għal kollox jew biċċa mod jew biċċa ieħor. Is-Soċjetà tista' wkoll meta jinħarġu azzjonijiet tħallas dik is-senserija li tista' titħallas skond il-liġi.

16. Jekk jinħarġu azzjonijiet biex jiġu prokurati flus ħalli jitħallsu l-ispejjeż tal-bini ta' postijiet tax-xogħol jew bini jew biex jiġi provdut impjant li ma jistgħux isiru iħallu qliegħ għal żmien twil, is-Soċjetà tista' bla ħsara għall-kondizzjonijiet u restrizzjonijiet li jinsabu fil-liġi, tħallas imgħax fuq tant minn dak il-kapital f'azzjonijiet li

of such share capital as is for the time being paid up, and may charge the sum so paid by way of interest to capital as part of the cost of construction of the works or buildings or the provision of the plant.

17. Except as required by law no person shall be recognised by the Company as holding any share upon any trust, and the Company shall not be bound by or be compelled in any way to recognise any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as by these Articles or by law otherwise provided) any other right in respect of any share, except an absolute right to the entirety thereof in the registered holder.

Certificates

18. Every person whose name is entered as a Member in the Register shall be entitled without payment to receive within two months after allotment or transfer (or within such other period as the conditions of issue shall provide) one certificate in respect of each class of shares held by him, or, upon payment of such sum (if any), not exceeding one shilling for every certificate after the first as the Board shall from time to time determine, to several certificates, each for one or more of his shares except that shares of different classes may not be included in the same certificate. Where a Member has transferred a part of the shares comprised in his holding he shall be entitled to a certificate for the balance without charge. Every certificate shall be issued under the Seal of the Company and shall specify the shares to which it relates, and the amount paid up thereon. In the case of a share held jointly by several person the Company shall not be bound to issue more than one certificate for each class of shares so held, and delivery of a certificate for a share to one of several joint holders shall be deemed sufficient delivery to all.

19. If a share certificate is worn out, defaced, lost or destroyed, it may be renewed on payment of such fee (if any) not exceeding one shilling and on such terms (if any) as to evidence and indemnity with or without security as the Board requires. In the case of loss or destruction the person availing himself of the provisions of this Article shall also pay to the Company all expenses incident to the investigation of evidence of loss or destruction and the preparation of the requisite form of indemnity.

Calls on Shares

20. The Board may from time to time (subject to any terms upon which any shares may have been issued) make calls upon the Members in respect of any moneys unpaid on their shares (whether on account of the nominal value of the shares or by way of premium); provided that (except as otherwise fixed by the terms of issue) no call on any share shall exceed one-fourth of the nominal amount of the share or be payable within

fiż-żmien li jkun ikun imħallas, u tista' tqies dik is-somma hekk imħallsa bħala mgħax fuq il-kapital bħala sehem mill-ispejjeż tal-bini tal-postijiet tax-xogħol jew bini jew il-provvediment ta' l-impjant.

17. Ħlief kif meħtieġ mil-liġi ebda persuna ma għandha tiġi magħrufa mis-Soċjetà bħala li tippossjedi xi azzjoni bi trust, u s-Soċjetà ma tkunx marbuta jew kostretta b'xi mod li tagħraf interess ekwu, kontinġenti, futur jew parzjali f'azzjoni, jew xi interess f'xi sehem frazzjonali ta' azzjoni jew (ħlief biss kif maħsub b'dawn l-Artikoli jew mil-liġi) xi dritt ieħor dwar azzjoni ħlief dritt assolut għall-azzjoni kollha kemm hi tal-possessur reġistrat.

Ċertifikati

18. Kull persuna li isimha jinsab imdaħħal bħala Membru fir-Reġistru jkollha dritt li tirċievi bla ħlas fi żmien xahrejn wara t-tqassim jew trasferiment (jew f'dak iż-żmien ieħor kif maħsub fil-kondizzjonijiet tal-ħruġ), ċertifikat dwar kull kategorija ta' azzjonijiet posseduti minnha, jew, bi ħlas ta' dik is-somma (jekk ikun hemm), ta' mhux iktar minn xelin għal kull ċertifikat wara l-ewwel wieħed kif il-Board jista' minn żmien għal żmien jiddeċidi, diversi ċertifikati, kull wieħed għal azzjoni waħda jew iktar, biss azzjonijiet ta' diversi kategoriji ma jistgħux jiġu inklużi fl-istess ċertifikat. Meta Membru jkun ittrasferixxa sehem mill-azzjonijiet posseduti minnu hu jkollu dritt għal ċertifikat bla ħlas dwar il-bqija ta' l-azzjonijiet. Kull ċertifikat jinħareġ bis-siġill tas-Soċjetà u għandu jispeċifika l-azzjonijiet li għalihom jirriferixxi, u l-ammont imħallas fuqhom. Fil-każ ta' azzjoni posseduta minn diversi persuni flimkien, is-Soċjetà ma tkunx marbuta li toħroġ aktar minn ċertifikat wieħed għal kull kategorija ta' azzjonijiet hekk posseduti, u l-konsenja ta' ċertifikat ta' azzjoni lil wieħed mid-diversi ko-possessuri titqies konsenja biżżejjed lilhom ilkoll.

19. Jekk ċertifikat ta' azzjoni jittiekel, jitħassar, jintilef jew jinqered, dan jista' jiġi maħruġ mill-ġdid bi ħlas ta' dak id-dritt (jekk ikun hemm) li ma jkunx iktar minn xelin u b'dawk il-kondizzjonijiet (jekk ikun hemm) dwar xiehda u indennizz bi jew mingħajr sigurtà kif il-Board jeħtieġ. Fil-każ ta' telf jew qerda il-persuna li tagħmel użu mid-disposizzjonijiet ta' dan l-Artikolu għandha tħallas ukoll lis-Soċjetà l-ispejjeż kollha inċidentali għall-investigazzjoni tax-xiehda tat-telf jew qerda u t-tlestija tal-formola ta' indennizz meħtieġa.

Sejħat dwar Azzjonijiet

20. Il-Board jista' minn żmien għal żmien (bla ħsara għall-kondizzjonijiet li bihom jistgħu jkunu nħarġu azzjonijiet) jagħmel sejħat lill-Membri dwar flus mhux imħallsa fuq l-azzjonijiet tagħhom (sew akkont tal-valur nominali ta' l-azzjonijiet jew bħala premium); b'dana li (ħlief kif inhu xort'oħra ffissat bil-kondizzjonijiet tal-ħruġ) ebda sejħa dwar azzjoni ma għandha tkun għal aktar minn kwart ta' l-ammont nominali ta' l-azzjoni

one month from the date fixed for the payment of the last preceeding call. Each Member shall (subject to receiving at least one month's notice specifying the time or times and place of payment) pay to the Company at the time or times and place so specified the amount called on his shares. A call may be revoked or the time fixed for its payment postponed by the Board.

21. (a) A call shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed, and may be made payable by instalments.

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

(c) If a sum called in respect of a share is not paid before or on the day appointed for payment, the person from whom the sum is due shall pay interest thereon from the day fixed for payment to the time of actual payment at such rate, not exceeding 8 per cent per annum, as the Board determines; but the Board shall be at liberty to waive payment of such interest wholly or in part.

(d) Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall for the purpose of these Articles be deemed to be a call duly made and payable on the date on which, by the terms of issue, the same becomes payable, and in case of non-payment all the provisions of these Articles relating to payment of interest and expenses, forfeiture and otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

(e) The Board may, on the issue of shares, differentiate between the holders as to the amount of calls to be paid and the times of payment.

22. The Board may, if it thinks fit, receive from any Member willing to advance the same, all or any part of the moneys uncalled and unpaid upon any shares held by him, and may pay upon all or any of the moneys so advanced (until the same would but for such advance become presently payable) interest at such rate (if any) as may be agreed upon between the Board and such Member.

Forfeiture of Shares

23. If a Member fails to pay the whole or any part of any call or instalment of a call on the day fixed for payment, the Board may, at any time thereafter during such time as any part of such call or instalment remains unpaid, serve a

jew ikollha titħallas fi żmien xahar mid-data iffissata għall-ħlas tas-sejħa ta' qabel li tkun saret l-aħħar. Kull Membru għandu (b'dana li jirċievi mill-inqas xahar qabel avviż li jispeċifika ż-żmien jew żmenijiet u l-post tal-ħlas) iħallas lis-Soċjetà fiż-żmien jew żmenijiet u post hekk speċifikati l-ammont imsejjaħ dwar l-azzjonijiet tiegħu. Sejħa tista' tiġi mħassra jew iż-żmien iffissat għall-ħlas tagħha jista' jiġi pospost mill-Board.

21. (a) Sejħa għandha titqies li tkun saret fil-ħin meta r-riżoluzzjoni tal-Board li tawtorizza s-sejħa ġiet mgħoddija, u tista' jkollha titħallas b'rati.

(b) Il-ko-possessuri ta' azzjoni jkunu solidalment obbligati li jħallsu s-sejħat kollha dwarha.

(ċ) Jekk somma msejħa dwar azzjoni ma tiġix imħallsa qabel jew fil-ġurnata iffissata għall-ħlas, il-persuna li jkollha tħallas dik is-somma għandha tħallas imgħax fuqha mill-ġurnata ffissata għall-ħlas saż-żmien tal-ħlas effettiv b'dik ir-rata, li ma tkunx aktar minn 8 fil-mija fis-sena, kif il-Board jiddeċidi; iżda l-Board ikun ħieles li jirrinunzja għal dak l-imgħax kollu jew għal sehem minnu.

(d) Kull somma li skond il-kondizzjonijiet tal-ħruġ ta' azzjoni jsir ikollha titħallas mattqassim jew f'data fissa, sew akkont tal-valur nominali ta' azzjoni jew bħala premium, għandha għall-finijiet ta' dawn l-Artikoli titqies li tkun sejħa magħmula kif għandu jkun u li jkollha tit-ħallas fid-data li fiha hi jkollha titħallas skond il-kondizzjonijiet tal-ħruġ u fil-każ ta' nuqqas ta' ħlas id-disposizzjonijiet kollha ta' dawn l-Artikoli dwar il-ħlas ta' imgħax u spejjeż, konfiska u xort'oħra għandhom japplikaw bħallikieku dik is-somma kellha titħallas bis-saħħa ta' sejħa magħmula u notifikata kif għandu jkun.

(e) Il-Board jista', meta joħroġ azzjonijiet, jagħmel differenzi bejn il-possessuri dwar l-ammont ta' sejħat li għandhom jitħallsu u ż-żmenijiet tal-ħlas.

22. Il-Board jista', jekk jidhirlu sewwa, jirċievi mingħand kull Membru li jkun irid javanzahom, kull jew kull sehem mill-flus mhux imsejħa u mhux imħallsa dwar azzjonijiet minnu posseduti, u jista' jħallas fuq kull jew fuq kull sehem mill-flus hekk avanzati (sakemm dawk il-flus li ma kienx għal dak l-avanz isir ikollhom jitħallsu) imgħax b'dik ir-rata (jekk ikun hemm) li tista' tiġi miftehma bejn il-Board u dak il-Membru.

Konfiska ta' Azzjonijiet

23. Jekk Membru jonqos li jħallas kull jew kull sehem minn sejħa jew rata ta' sejħa fil-ġurnata ffissata għall-ħlas tagħha, il-Board jista', f'kull żmien wara sakemm sehem minn dik is-sejħa jew rata jibqa' mhux imħallas, jinnotifikah

notice on him requiring pament of so much of the call or instalment as is unpaid, together with any accrued interest and any costs, charges and expenses incurred by the Company by reason of such non-payment.

24. The notice shall fix a further day (not being less than seven days from the date of the notice) on or before which and the place where the payment required by the notice is to be made, and shall state that, in the event of non-payment at or before the time and at the place specified, the shares on which the call was made will be liable to be forfeited.

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

26. A forfeited share may be sold, re-allotted or otherwise disposed of, either to the person who was before forfeiture the holder thereof or entitled thereto, or to any other person, upon such terms and in such manner as the Board thinks fit, and at any time before sale, re-allottment or disposal, the forfeiture may be annulled on such terms as the Board thinks fit. The Board may authorise some person to execute the transfer of a forfeited share to any such other person.

27. A person whose shares have been forfeited shall cease to be a Member in respect of the forfeited shares, but shall, nothwithstanding the forfeiture, remain liable to pay to the Company all moneys which at the date of forfeiture were then payable by him to the Company in respect of the shares, with interest thereon at the rate of 8 per cent per annum from the date of forfeiture until payment, but the Board shall be at liberty to waive payment of such interest wholly or in part.

28. The Board may accept the surrender of any share which it is in a position to forfeit upon such terms and conditions as may be agreed. Any share so surrendered may be disposed of in the same manner and upon the same terms as a forfeited share.

29. A declaration in writing that the declarant is one of the directors or the Secretary, and that a share has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of such facts as against all persons claiming to be entitled to the share, and such declaration and the receipt of the Company for the consideration (if any) given for the share on the sale, re-allotment or disposal thereof shall constitute a good title to the share, and the person to whom the share is sold, re-allotted or disposed of shall be registered as the holder

b'avviż li jitolbu l-ħlas tas-sehem mhux imħallas minn dik is-sejħa jew rata, flimkien ma' kull imgħax li jkun inġabar u spejjeż li jkunu saru mis-Soċjetà minħabba dak in-nuqqas ta' ħlas.

24. L-avviż għandu jiffissa ġurnata oħra (li ma tkunx inqas minn sebat ijiem mid-data ta' l-avviż) li fiha jew qabilha u l-post fejn għandu jsir il-ħlas mitlub bl-avviż, u għandu jgħid li, f'każ ta' nuqqas ta' ħlas fil- jew qabel iż-żmien u fil-post speċifikati, l-azzjonijiet li dwarhom kienet saret is-sejħa jkunu jistgħu jiġu konfiskati.

25. Jekk ma jsirx kif meħtieġ b'avviż bħal dak imsemmi fuq, azzjoni li dwarha dak l-avviż ikun ingħata tista', f'kull żmien wara, qabel ma jkunu saru l-ħlasijiet mitluba bl-avviż, tiġi konfiskata b'riżoluzzjoni tal-Board f'dak is-sens. Kull konfiska għandha tinkludi kull dividendi dikjarati dwar l-azzjonijiet konfiskati u li ma jkunux fil-fatt ġew imħallsa qabel il-konfiska.

26. Azzjoni konfiskata tista' tiġi mibjugħa, imqassma mill-ġdid jew xort'oħra mneħħija, jew lill-persuna li qabel il-konfiska kienet il-possessur tagħha jew kellha dritt għaliha, jew lil kull persuna oħra, b'dawk il-kondizzjonijiet u b'dak il-mod li l-Board jidhirlu sewwa, u f'kull żmien qabel il-bejgħ, tqassim mill-ġdid jew tneħħija, il-konfiska tista' tiġi mħassra b'dawk il-kondizzjonijiet li l-Board jidhirlu sewwa. Il-Board jista' jawtorizza persuna biex tesegwixxi t-trasferiment ta' azzjoni konfiskata lil dik il-persuna oħra.

27. Persuna li l-azzjonijiet tagħha jkunu ġew konfiskati ma tibqax aktar Membru dwar l-azzjonijiet konfiskati, iżda għandha, minkejja l-konfiska, tibqa' obbligata li tħallas lis-Soċjetà l-flus kollha li fid-data tal-konfiska kellhom jitħallsu minnha lis-Soċjetà dwar l-azzjonijiet, bl-imgħax tat-8 fil-mija fis-sena mid-data tal-konfiska sal-ġurnata tal-ħlas, iżda l-Board ikun ħieles li jirrinunzja għall-ħlas ta' dak l-imgħax kollu jew għal sehem minnu.

28. Il-Board jista' jaċċetta ċ-ċessjoni ta' azzjoni li hu jkun f'qagħda li jikkonfiska b'dawk il-pattijiet u kondizzjonijiet li jistgħu jiġu miftehma. Azzjoni hekk ċeduta tista' tiġi mneħħija bl-istess mod u bl-istess kondizzjonijiet bħal azzjoni konfiskata.

29. Dikjarazzjoni bil-miktub li d-dikjarant hu wieħed mid-Diretturi jew is-Segretarju, u li azzjoni ġiet konfiskata kif għandu jkun fid-data imsemmija fid-dikjarazzjoni, għandha tkun prova konkluživa ta' dawk il-fatti kontra kull min jippretendi li jkollu dritt għall-azzjoni, u dik id-dikjarazzjoni u l-irċevuta tas-Soċjetà għall-korrispettiv (jekk ikun hemm) mogħti għall-azzjoni meta tinbiegħ, titqassam mill-ġdid jew titneħħa jikkostitwixxu titolu tajjeb għall-azzjoni, u l-persuna li lilha tiġi mibjugħa, imqassma mill-ġdid jew imneħħija l-azzjoni għandha tiġi reġis-

thereof, and his title to the share shall not be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale, re-allottment or disposal of the share.

Transfer of Shares

30. All transfers of shares shall be effected by transfer in writing in any usual common form or in such other form as the Board may from time to time or at any time approve.

31. The instrument of transfer of a share shall be executed by or on behalf of the transferor and transferee; provided that the Board may dispense with execution by the transferee in any case in which it thinks fit to do so. The transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register in respect thereof.

32. The Board may, in its absolute discretion, refuse to register any instrument of transfer of shares, but shall not be bound to specify the grounds upon which such registration is refused.

33. The Board may refuse to register any instrument of transfer of shares, if:

(a) The registration fee of two shillings and sixpence (or such lesser fee (if any) as the Board from time to time prescribes as the registration fee) is not paid to the Company in respect thereof; or

(b) it is not accompanied by the certificate for the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; or

(c) it is of shares of more than one class; or

(d) the transferee named therein is:

(i) A minor; or

(ii) A person incapable by reason of mental disorder of managing and administering his property and affairs; or

(iii) A partnership in its partnership name; or

(e) in the case of a transfer to joint holders, they exceed four in number.

34. If the Board refuses to register a transfer, it shall, within two months after the date on which the transfer was lodged with the Company, send to the transferee notice of the refusal.

35. The registration of transfers may be suspended on the register closed at such times and for such period as the Board may from time to time determine, provided that it shall not be closed for more than thirty days in any year.

trata bħala l-possessur tagħha, u t-titolu tagħha għall-azzjoni ma jiġix affettat b'ebda irregolarità jew invalidità fil-proċeduri dwar il-konfiska, bejgħ, tqassim mill-ġdid jew tneħħija ta' l-azzjoni.

Trasferiment ta' Azzjonijiet

30. Kull trasferiment ta' azzjonijiet għandu jsir bi trasferiment bil-miktub fil-forma tas-soltu jew f'dik il-forma oħra li l-Board tad-Diretturi jista' minn żmien għal żmien japprova.

31. L-att ta' trasferiment ta' azzjoni jista' jiġi esegwit minn jew f'isem iċ-ċedent u ċ-ċessjonarju; b'dana li l-Board jista' jiddispensa mill-esekuzzjoni miċ-ċessjonarju f'kull każ li hu jidhirlu sewwa li jagħmel hekk. Iċ-ċedent jitqies li jibqa' l-possessur ta' l-azzjoni sakemm l-isem taċ-ċessjonarju jiġi mdaħħal fir-Reġistru dwarha.

32. Il-Board jista', fid-diskrezzjoni assoluta tiegħu, jirrifjuta li jirreġistra att ta' trasferiment ta' azzjonijiet, iżda ma jkunx marbut li jgħid għaliex dik ir-reġistrazzjoni ġiet rifjutata.

33. Il-Board jista' wkoll jirrifjuta li jirreġistra att ta' trasferiment ta' azzjonijiet, jekk:

(a) ma jiġix imħallas dwaru lis-Soċjetà dritt tar-reġistrazzjoni ta' tmintax irbiegħi (jew inqas (jekk ikun hemm) li l-Board jista' minn żmien għal żmien jippreskrivi bħala dritt tar-reġistrazzjoni); jew

(b) ma jkollux miegħu ċ-ċertifikat ta' l-azzjonijiet li għalihom jirriferixxi, u dik ix-xiehda oħra li l-Board jista' raġonevolment jitlob biex jiġi pruvat id-dritt taċ-ċessjonarju li jagħmel it-trasferiment; jew

(ċ) ikun ta' azzjonijiet ta' iktar minn kategorija waħda; jew

(d) iċ-ċessjonarju fih imsemmi ikun:

(i) minuri; jew

(ii) persuna inkapaċi minħabba mard tal-moħħ li tmexxi u tamministra l-proprjetà u l-affarijiet tagħna; jew

(iii) soċjetà f'isem l-istess soċjetà; jew

(e) fil-każ ta' trasferiment lil ko-possessuri dawn ikunu iktar minn erbgħa.

34. Jekk il-Board jirrifjuta li jirreġistra trasferiment hu għandu, fi żmien xahrejn wara d-data li fiha t-trasferiment ikun ġie depositat għand is-Soċjetà, jibgħat liċ-ċessjonarju avviż tar-rifjut.

35. Ir-reġistrazzjoni tat-trasferimenti tista' tiġi sospiża u r-Reġistru jiġi magħluq f'dawk iż-żmenijiet u għal dak iż-żmien li l-Board jista' minn żmien għal żmien jiddeċidi, b'dana li ma jingħalaqx għal aktar minn tletin ġurnata f'sena waħda.

Transmission of Shares

36. In case of the death of a Member, the survivor, where the deceased was a joint holder, and the universal or particular successors of the deceased, where he was a sole holder, shall be the only persons recognised by the Company as having any title to his share, but nothing herein contained shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.

37. Any person becoming entitled to a share in consequence of the death or bankruptcy of a Member may, upon such evidence as to his title being produced as may from time to time be properly required by the Board, and subject as hereinafter provided elect either to be registered himself as a holder of the share or to have some person nominated by him registered as the transferee thereof but the Board shall, in either case, have the same right to refuse or suspend registration as it would have had in the case of a transfer of the share by that Member before his death or bankruptcy as the case may be.

38. If the person so becoming entitled shall elect to be registered himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects. If he shall elect to have another person registered, he shall testify his election by executing a transfer of the share to that person. All the provisions of these Articles relating to the right to transfer and the registration of transfers of shares shall apply to any such notice or transfer as if the death or bankruptcy of the Member had not occurred and the notice or transfer were a transfer executed by that Member.

39. A person becoming entitled to a share in consequence of the death or bankruptcy of a Member shall, subject to the requirements of Article 131 be entitled to receive, and may give a discharge for all dividends and other moneys payable in respect of the share, but he shall not be entitled to receive notices of or to attend or vote at meetings of the Company or to any of the rights or privileges of a Member until he shall have become a Member in respect of the share. The Board may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share and if the notice is not complied with within sixty days the Board may thereafter withhold payment of all dividends or other moneys payable in respect of the share and such person shall not thereafter have any right to attend or vote at any General Meeting in respect of the share until the requirements of the notice have been complied with.

Stock

40. The Company may from time to time by Ordinary Resolution convert any fully paid shares

Mogħdija ta' Azzjonijiet

36. Fil-każ tal-mewt ta' Membru, is-superstiti, meta l-mejjet kien ko-possessur, u l-werrieta universali jew partikulari tal-mejjet, meta dan kien uniku possessur, ikunu l-persuni waħdiena magħrufa mis-Soċjetà bħala li jkollhom titolu għall-azzjonijiet tiegħu, iżda xejn minn dak li hawn jingħad ma jħoll il-patrimonju ta' ko-possessur mejjet minn xi responsabbiltà dwar azzjoni li kienet ko-posseduta minnu flimkien ma' oħrajn.

37. Persuna li jsir ikollha dritt għal azzjoni minħabba l-mewt jew falliment ta' membru tista', wara li tiġi prodotta dik ix-xiehda tat-titolu kif jista' minn żmien għal żmien jiġi regularment meħtieġ mill-Board, u bla ħsara għal dak li jinsab aktar 'il quddiem maħsub, tagħżel jew li tiġi reġistrata hi stess bħala l-possessur ta' l-azzjoni jew li persuna nominata minnha tiġi reġistrata bħala ċ-ċessjonarju tagħha iżda l-Board għandu, f'kull każ ikollu l-istess dritt li jirrifjuta jew jissospendi r-reġistrazzjoni li kien ikollu fil-każ ta' trasferiment ta' l-azzjoni minn dak il-membru qabel il-mewt jew falliment tiegħu skond il-każ.

38. Jekk il-persuna li jsir hekk ikollha jedd tagħżel li tiġi reġistrata hi stess, hi għandha tikkonsenja jew tibgħat lis-Soċjetà avviż bil-miktub iffirmat minnha li jgħid li hi tagħżel li tagħmel hekk. Jekk tagħżel li tiġi reġistrata persuna oħra hi għandha tagħti xiehda ta' l-għażla tagħha billi tesegwixxi trasferiment ta' l-azzjoni lil dik il-persuna. Id-disposizzjonijiet kollha ta' dawn l-Artikoli dwar id-dritt ta' trasferiment u r-reġistrazzjoni tat-trasferimenti ta' azzjonijiet għandhom japplikaw għal avviż jew trasferiment bħal dawk bħallikieku l-mewt jew falliment tal-membru ma kienux ġraw u l-avviż jew trasferiment kienu trasferiment esegwit minn dak il-Membru.

39. Persuna li jsir jkollha jedd għal azzjoni minħabba l-mewt jew falliment ta' membru għandha bla ħsara għal dak li jinsab meħtieġ fl-Artikolu 131 ikollha dritt tirċievi, u tista' tagħti kwittanza għal kull dividend u flus oħra li jkollhom jitħallsu dwar l-azzjoni, iżda ma jkollhiex dritt tirċievi avviżi ta' jew li tattendi jew tivvota fil-laqgħat tas-Soċjetà jew għal xi drittijiet jew privileġġi ta' Membru sakemm ma tkunx saret membru dwar dik l-azzjoni. Il-Board jista' minn żmien għal żmien jagħti avviż fejn jitlob lil dik il-persuna li tagħżel jew li tiġi reġistrata hi stess jew li tittrasferixxi l-azzjoni u jekk ma jsirx kif jingħad fl-avviż fi żmien sittin ġurnata l-Board jista' wara jwaqqaf il-ħlas ta' kull dividend jew flus oħra li jkollhom jitħallsu dwar dik l-azzjoni u dik il-persuna ma jkollhiex wara ebda dritt li tattendi jew tivvota f'Laqgħa Ġenerali dwar dik l-azzjoni sakemm ma jsirx kif ikun ngħad fl-avviż.

Stock

40. Is-Soċjetà tista' minn żmien għal żmien b'Riżoluzzjoni Ordinarja tikkonverti azzjonijiet

into stock, and re-convert any stock into fully paid shares of any denomination.

41. The holders of stock may transfer the same or any part thereof in the same manner and subject to the same regulations as and subject to which the shares from which the stock arose might previously to conversion have been transferred, or as near thereto as circumstances admit. The Board may from time to time fix the minimum amount of stock transferable but so that the minimum shall not exceed the nominal amount of the shares from which the stock arose.

42. The holders of stock shall, according to the amount of the stock held by them have the same rights, privileges and advantages as regards dividends participation in assets on a winding up, voting at meetings, and other matters, as if they held the shares from which the stock arose, but no such rights, privileges or advantages (except participation in dividends and profits and in the assets on a winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred such rights, privileges or advantages.

43. All the provisions of these Articles applicable to fully paid shares, shall apply to stock, and the words "share" and "Member" shall be construed accordingly.

Consolidation, Sub-Division and Cancellation of Shares

44. The Company may from time to time by ordinary Resolution:

(a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares and authorise the Board to make such provisions as they think fit for the case of any fractions arising in the course of such consolidation and division.

(b) sub-divide its shares, or any of them, into shares of smaller amount than is fixed by these Articles subject, nevertheless, to any provisions of the law and so that, as between the holders of the resulting shares one or more of such shares may by the resolution by which the sub-division is effected be given any preference or advantage as regards dividend, capital, voting or otherwise over the others or any other of such shares but so that in the sub-division the proportion between the amount paid and the amount, if any, unpaid on each share resulting from the sub-division shall be the same as it was in the case of the share from which such shares were derived.

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

imħallsa għal kollox fi stock, u tikkonverti mill-ġdid stock f'azzjonijiet imħallsa għal kollox ta' kull denominazzjoni.

41. Il-possessuri ta' stock jistgħu jittrasferixxu dak li stock jew kull sehem minnu bl-istess mod u suġġetti għall-istess regolamenti li bihom u taħthom l-azzjonijiet li minnhom hareġ dak li stock setgħu ġew trasferiti qabel ma ġew konvertiti, jew kemm jista' jkun kif jippermettu ċ-ċirkostanzi. Il-Board jista' minn żmien għal żmien jiffissa l-inqas ammont ta' stock li jista' jiġi trasferit iżda b'mod li dak il-minimum ma jkunx iktar mill-ammont nominali ta' l-azzjonijiet li minnhom ħareġ dak li stock.

42. Il-possessuri ta' stock għandhom, skond l-ammont ta' stock minnhom possedut, ikollhom l-istess drittijiet, privileġġi u vantaġġi dwar dividendi, sehem fl-attiv f'każ ta' likwidazzjoni. votazzjoni fil-laqgħat u ħwejjeġ oħra, bħallikieku kienu jippossjedu l-azzjonijiet li minnhom ħareġ dak li stock, iżda ebda drittijiet, privileġġi jew vantaġġi bħal dawn (ħlief sehem fid-dividendi u qliegħ u fil-attiv f'każ ta' likwidazzjoni) ma jingħataw bi stock li, li kien jeżisti f'azzjonijiet, ma kienx jagħti dawk id-drittijiet, privileġġi jew vantaġġi.

43. Id-disposizzjonijiet kollha ta' dawn l-Artikoli li japplikaw għal azzjonijiet imħallsa għal kollox, għandhom japplikaw għal stock, u l-kliem "azzjoni" u "Membru" għandhom jiġu mifhuma konformement.

Konsolidazzjoni, Suddiviżjoni u Tħassir ta' Azzjonijiet

44. Is-Soċjetà tista' minn żmien għal żmien b'Riżoluzzjoni Ordinarja:

(a) tikkonsolida u taqsam il-kapital f'azzjonijiet kollu tagħha jew kull sehem minnu f'azzjonijiet ta' ammont ikbar mill-azzjonijiet eżistenti tagħha u tawtorizza lill-Board li jieħu dawk id-disposizzjonijiet li jidhirlu sewwa f'każ ta' frazzjonijiet li jinħolqu fil-kors ta' dik il-konsolidazzjoni u taqsim.

(b) tissuddividi l-azzjonijiet tagħha, jew kull sehem minnhom, f'azzjonijiet ta' ammont iżgħar minn dak iffissat b'dawn l-Artikoli bla ħsara, madankollu, għal xi disposizzjonijiet tal-liġi u b'mod li, bejn il-possessuri ta' l-azzjonijiet li jirriżultaw waħda jew iżjed minn dawk l-azzjonijiet jistgħu bir-riżoluzzjoni li biha ssir is-suddiviżjoni jingħataw preferenza jew vantaġġ dwar dividend, kapital, votazzjoni jew xort'oħra fuq l-azzjonijiet l-oħra iżda b'mod li fis-suddiviżjoni l-proporzjon bejn l-ammont imħallas u l-ammont, jekk ikun hemm, mhux imħallas fuq kull azzjoni li tirriżulta mis-suddiviżjoni għandu jkun bħal ma kien fil-każ ta' l-azzjoni li minnha ħarġu dawk l-azzjonijiet.

(ċ) Tħassar azzjonijiet li, fid-data tal-mogħdija tar-Riżoluzzjoni, ma jkunux ittieħdu, jew ma jkunx ġie miftiehem li jittieħdu, minn xi perdiminish the amount of its share capital by the amount of the shares so cancelled.

Increase of Capital

45. The Company may from time to time by Ordinary Resolution increase its share capital by such sum, to be divided into shares of such amounts, as the resolution shall prescribe.

46. The Company may by an Ordinary Resolution increasing the share capital direct that the new shares or any of them shall be offered in the first instance either at par or at a premium or (subject to the provisions of the law) at a discount to all the existing holders of any class of shares for the time being in proportion as nearly as may be to the number of shares of such class held by them respectively or make any other provisions as to the issue of such new shares, and, subject to or in default of any such direction, the provisions of these Articles shall apply to the new shares in the same manner in all respects as if they had formed part of the shares in the original capital.

Reduction of Capital

47. Subject to the consents and incidents required by law, the Company may by special Resolution reduce its share capital, any capital redemption reserve fund and any share premium account in any way and in particular, without prejudice to the generality of such powers, may extinguish or reduce the liability on any of its shares in respect of share capital not paid up, or, either with or without extinguishing or reducing liability on any of its shares, (a) cancel capital which has been lost or is unrepresented by available assets, or (b) pay off any share capital which is in excess of the wants of the Company.

48. The Company may by special Resolution create and sanction the issue of Preference Shares which are, or at the option of the Company are to be, liable to be redeemed, subject to and in accordance with the provisions of the law. The Special Resolution sanctioning any such issue shall also specify by way of an addition to these Articles the terms on which and the manner in which any such Preference Shares shall be redeemed.

Convening of General Meeting

49. Within eighteen months from its incorporation and in every year subsequent to that in which the first Annual General Meeting is held, the Company shall hold a General Meeting as its Annual General Meeting in addition to any other meetings in that year and shall specify the meeting as such in the notice convening it. Not more than fifteen months shall elapse between the date of one Annual General Meeting and that of the next. Subject as aforesaid Annual

suna, u tnaqqas l-ammont tal-kapital f'azzjonijiet bl-ammont ta' l-azzjonijiet hekk imħassra.

Żjieda fil-Kapital

45. Is-Soċjetà tista' minn żmien għal żmien b'Riżoluzzjoni Ordinarja żżid il-kapital f'azzjonijiet tagħha b'dik is-somma, li tiġi mqassma f'azzjonijiet ta' dawk l-ammonti, kif tippreskrivi r-riżoluzzjoni.

46. Is-Soċjetà tista' b'Riżoluzzjoni Ordinarja li żżid il-kapital f'azzjonijiet tordna li l-azzjonijiet ġodda jew uħud minnhom għandhom jiġu offerti l-ewwelnett bil-par jew bi premium jew (bla ħsara għad-disposizzjonijiet tal-liġi) bi skont lill-possessuri eżistenti ta' kull kategorija ta' azzjonijiet taż-żmien li jkun fil-proporzjon kemm jista' jkun għan-numru ta' azzjonijiet ta' l-istess kategorija posseduti minnhom rispettivament jew tagħmel disposizzjonijiet oħra għall-ħruġ ta' dawk l-azzjonijiet ġodda, u, bla ħsara għal jew fin-nuqqas ta' dik l-ordni, id-disposizzjonijiet ta' dawn l-Artikoli għandhom japplikaw għall-azzjonijiet il-ġodda bl-istess mod f'kull rigward bħallikieku kienu jiffurmaw parti mill-azzjonijiet fil-kapital oriġinali.

Tnaqqis fil-Kapital

47. Bla ħsara għall-kunsensi u inċidenti meħtieġa mil-liġi, is-Soċjetà tista' b'Riżoluzzjoni Speċjali tnaqqas il-kapital f'azzjonijiet tagħha, kull fond ta' riżerva għall-fidwa ta' kapital u kull "share premium account" b'kull mod u b'mod partikulari, bla ħsara għall-ġeneralità ta' dawk is-setgħat, tista' tneħħi jew tnaqqas l-obbligazzjoni fuq xi sehem mill-azzjonijiet tagħha dwar kapital f'azzjonijiet mhux imħallas, jew billi jew mingħajr ma tneħħi jew tnaqqas l-obbligazzjoni fuq uħud mill-azzjonijiet tagħha, (a) tħassar kapital li ġie mitluf jew li mhux rappreżentat b'attiv disponibbli, jew (b) tħallas kapital f'azzjonijiet li jkun ikbar mill-ħtiġiet tas-Soċjetà.

48. Is-Soċjetà tista' b'Riżoluzzjoni Speċjali toħloq u tapprova l-ħruġ ta' Azzjonijiet ta' Preferenza li jistgħu, jew b'ozzjoni tas-Soċjetà għandhom, jinfdew bla ħsara għal u skond id-disposizzjonijiet tal-liġi. Ir-Riżoluzzjoni Speċjali li tapprova dik il-ħarġa għandha ssemmi b'żjieda għal dawn l-Artikoli l-kondizzjonijiet u l-mod li bih dawk l-Azzjonijiet ta' Preferenza għandhom jiġu mifdija.

Sejħat ta' Laqgħat Ġenerali

49. Fi żmien tmintax-il xahar mit-twaqqif tagħha u f'kull sena li tiġi wara dik li fiha ssir l-ewwel Laqgħa Ġenerali tas-Sena, is-Soċjetà għandha żżomm Laqgħa Ġenerali bħala l-Laqgħa Ġenerali tas-Sena tagħha b'żjieda għal kull laqgħa oħra f'dik is-sena, u għandha tispeċifika l-laqgħa bħala tali fl-avviż li jsejħilha. Mhux iktar minn ħmistax-il xahar għandhom jgħaddu bejn id-data ta' Laqgħa Ġenerali tas-Sena u dik ta' warajha. Bla ħsara għal dak li

General Meetings shall be held at such times and places as the Board may determine.

50. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.

51. The Board may call an Extraordinary General Meeting whenever it thinks fit, and, on the requisition of Members in accordance with the law, it shall forthwith convene an Extraordinary General Meeting. If at any time there are not within Malta sufficient Directors capable of acting to form a quorum any Director or any two Members of the Company may convene an Extraordinary General Meeting in the same manner as nearly as possible as that in which meetings may be convened by the Board.

Notice of General Meetings

52. Fourteen clear days' notice at the least or, in the case of an Annual General Meeting or a meeting convened to pass a special Resolution, twenty-one clear days' notice at the least (in all cases exclusive of the day on which the notice is served or deemed to be served and of the day for which the notice is given) shall be given in manner provided by these Articles to such Members as are, under the provisions of these Articles, entitled to receive notices from the Company, to each of the Directors and also to the Company's Auditors.

53. A meeting shall, notwithstanding that it is called by shorter notice than that specified in the last preceding Article, be deemed to have been duly called if it is so agreed:—

(a) in the case of a meeting called as an Annual General Meeting, by all the Members having the right to attend and vote thereat; and

(b) in the case of any other meeting, by a majority in number of the Members having that right together holding not less than 95 per cent. in nominal value of the shares giving that right.

54. Every notice of meeting shall specify the place, the day and the hour of meeting, and, in the case of special business, the general nature of such business. Every notice convening an Annual General Meeting shall specify the Meeting as such and every notice convening a meeting to pass a special or Extraordinary Resolution shall also specify the intention to propose the resolution as a special or Extraordinary Resolution, as the case may be. Every notice of meeting shall state with reasonable prominence that a Member entitled to attend and vote is entitled to appoint a proxy to attend and on a poll to vote thereat instead of him and that a proxy need not be a Member.

ngħad qabel il-Laqgħat Ġenerali tas-Sena għandhom isiru f'dawk iż-żmenijiet u postijiet kif il-Board jista' jiddeċidi.

50. Il-Laqgħat Ġenerali kollha minbarra l-Laqgħat Ġenerali tas-Sena għandhom jissejħu Laqgħat Ġenerali Straordinarji.

51. Il-Board jista' jsejjaħ Laqgħa Ġenerali Straordinarja kull meta jidhirlu sewwa, u, fuq talba tal-Membri skond il-liġi, hu għandu minnufih isejjaħ Laqgħa Ġenerali Straordinarja. Jekk f'xi żmien ma jkunx hawn f'Malta biżżejjed Diretturi biex jiffurmaw quorum Direttur jew żewġ Membri tas-Soċjetà jistgħu jsejħu Laqgħa Ġenerali Straordinarja bl-istess mod kemm jista' jkun li bih il-laqgħat għandhom jiġu msejħa mill-Board.

Avviż ta' Laqgħat Ġenerali

52. Mill-anqas erbatax-il ġurnata qabel jew, fil-każ ta' Laqgħa Ġenerali tas-Sena jew ta' laqgħa msejħa biex tgħi mgħoddija Riżoluzzjoni Speċjali, mill-anqas wieħed u għoxrin ġurnata qabel (fil-każi kollha mingħajr ma jingħaddu l-ġurnata li fiha l-avviż jiġi notifikat jew jitqies li jkun ġie notifikat u l-ġurnata li għaliha jingħata l-avviż) għandu jingħata avviż bil-mod maħsub f'dawn l-Artikoli lil dawk il-membri li, skond id-disposizzjonijiet ta' dawn l-Artikoli, għandhom dritt jirċievu avviżi mingħand is-Soċjetà, lil kull wieħed mid-Diretturi u wkoll lill-Awdituri tas-Soċjetà.

53. Laqgħa għandha, minkejja li tkun ġiet imsejħa b'avviż f'iqsar żmien minn dak imsemmi fl-Artikolu ta' qabel dan, titqies li tkun ġiet imsejħa kif għandu jkun jekk jiġi hekk approvat:

(a) fil-każ ta' laqgħa imsejħa bħala Laqgħa Ġenerali tas-Sena, mill-Membri kollha li jkollhom dritt jattendu u jivvutaw fiha; u

(b) fil-każ ta' kull laqgħa oħra, mill-maġġoranza tan-numru tal-Membri li jkollhom dak id-dritt u li jkollhom flimkien mhux inqas minn 95 fil-mija tal-valur nominali ta' l-azzjonijiet li jagħtu dak id-dritt.

54. Kull avviż ta' laqgħa għandu jsemmi l-post, il-ġurnata u l-ħin tal-laqgħa, u, fil-każ ta' xogħol speċjali, ix-xorta ġenerali ta' dak ix-xogħol. Kull avviż li jsejjaħ Laqgħa Ġenerali tas-Sena għandu jsemmi l-Laqgħa bħala tali u kull avviż li jsejjaħ laqgħa biex tiġi mgħoddija Riżoluzzjoni Speċjali jew Straordinarja għandu jsemmi wkoll il-ħsieb li tiġi proposta Riżoluzzjoni bħala Riżoluzzjoni Speċjali jew Straordinarja, skond il-każ. Kull avviż ta' laqgħa għandu jsemmi bi prominenza raġonevoli li Membru li għandu dritt jattendi u jivvota għandu dritt jinnomina prokuratur biex jattendi u f'każ ta' votazzjoni jivvota f'dik il-laqgħa minflok u li mhux meħtieġ li prokuratur jkun Membru.

55. The accidental omission to give notice of any meeting, or the non-receipt of the notice of the meeting by any person entitled to receive the same, shall not invalidate the proceedings at the meeting.

Proceedings at General Meetings

56. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all business that is transacted at an Annual General Meeting, with the exception of sanctioning or declaring dividends, the consideration of the accounts and balance sheet, the reports of the Directors and Auditors and any other documents required to be annexed to the Balance Sheet, the appointment of, and the fixing of the remuneration of, the Auditors and the voting of remuneration or extra remuneration to the Directors.

57. No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business, Two Members present in person, or by proxy, holding or representing not less than three-fourths in nominal amount of the shares conferring on the holders thereof the right to attend and vote at the meeting, shall be a quorum for all purposes. A corporation being a Member shall be deemed to be personally present for the purpose of this Article if represented by its representative duly authorised in accordance with Article 69.

58. If within fifteen minutes from the time fixed for the meeting a quorum is not present, the meeting, if convened on the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to such day and to such time, and place, as may be fixed by the Chairman of the meeting and if at such adjourned meeting a quorum is not present within fifteen minutes from the time fixed for holding the meeting, the Members present in person or by proxy shall be a quorum.

59. The chairman (if any) of the Board or in his absence the deputy chairman (if any) shall preside as chairman at every General Meeting of the Company. If there is no such chairman or deputy chairman, or if at any meeting neither the chairman nor the deputy chairman is present within fifteen minutes after the time fixed for holding the meeting or is willing to act as chairman of the meeting, the Members present shall choose some Director, or if no Director is present, or if all the Directors present decline to take the chair, they shall choose some Member present to be chairman of the Meeting.

60. The chairman of the meeting may with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting except

55. In-nuqqas aċċidentali li jingħata avviż ta' laqgħa, jew il-fatt li avviż ta' laqgħa ma jiġix riċevut minn persuna li jkollha dritt tirċevih, ma jħassarx il-validità tal-proċeduri f'dik il-laqgħa.

Proċeduri f'Laqgħat Ġenerali

56. Għandu jitqies bħala speċjali kull xogħol li jsir f'Laqgħa Ġenerali straordinarja kif ukoll kull xogħol li jsir f'Laqgħa Ġenerali tas-Sena minbarra l-approvazzjoni jew dikjarazzjoni ta' dividendi, l-eżami tal-kontijiet u tal-karta bilanċjali, ir-rapporti tad-Diretturi u l-Awdituri u kull dokument ieħor meħtieġ li jkun anness mal-karta bilanċjali, in-nomina ta' u l-iffisar tal-kumpens ta' l-Awdituri u l-ivvutar ta' kumpens jew kumpens extra lid-Diretturi.

57. Ebda xogħol ma għandu jsir f'Laqgħa Ġenerali jekk ma jkunx hemm quorum preżenti meta l-laqgħa tgħaddi biex tibda x-xogħol. Żewġ membri preżenti personalment, jew bi prokura, li jkollhom jew jirrappreżentaw mhux inqas minn tliet kwarti tal-ammont nominali ta' l-azzjonijiet li jagħtu lill-possessuri tagħhom id-dritt li jattendu u jivvutaw fil-laqgħa, jiffurmaw quorum għall-finijiet kollha. Enti li tkun membru titqies li tkun personalment preżenti għall-finijiet ta' dan l-Artikolu jekk tkun rappreżentata mir-rappreżentant tagħha awtorizzat kif għandu jkun skond l-Artikolu 69.

58. Jekk fi żmien ħmistax-il minuta mill-ħin iffissat biex tinżamm il-laqgħa ma jkunx hemm quorum preżenti, il-Laqgħa, jekk tkun issejħet fuq talba tal-Membri, għandha tiġi xolta. F'kull każ ieħor għandha tibqa' aġġurnata għal dik il-ġurnata u għal dak il-ħin u post kif jista' jiġi ffissat mill-president tal-laqgħa u jekk f'dik il-laqgħa aġġurnata ma jkunx hemm quorum preżenti fi żmien ħmistax-il minuta mill-ħin iffissat biex tinżamm l-laqgħa, il-Membri preżenti personalment jew bi prokura jiffurmaw quorum.

59. Il-president (jekk ikun hemm) tal-Board jew jekk ma jkunx preżenti d-deputat president (jekk ikun hemm) għandhom jippresjedu bħala president f'kull laqgħa ġenerali tas-Soċjetà. Jekk ma jkunx hemm president jew deputat president, jew jekk f'xi laqgħa la l-president u lanqas id-deputat president ma jkunu preżenti fi żmien ħmistax-il minuta wara l-ħin iffissat biex tinżamm il-laqgħa jew ma jkunu jridu jagħmluha ta' president tal-laqgħa, il-membri preżenti għandhom jagħżlu Direttur, jew jekk ebda Direttur ma jkun preżenti, jew jekk id-Diretturi kollha preżenti jirrifjutaw li jippresjedu, huma għandhom jagħżlu membru preżenti biex ikun president tal-laqgħa.

60. Il-president tal-laqgħa jista' bil-kunsens tal-laqgħa li fiha jkun hemm quorum preżenti (u għandu jekk il-laqgħa hekk tordna) jaġġorna l-laqgħa minn żmien għal żmien u minn post għal ieħor, iżda ebda xogħol ma għandu jsir f'laqgħa aġġurnata ħlief ix-xogħol li ma jkunx

business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given in like manner as in the case of the original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

61. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless (before or on the declaration of the result of the show of hands) a poll is demanded:

(a) By the chairman of the meeting; or

(b) by at least three Members present in person or by proxy and entitled to vote; or

(c) by any Member or Members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting; or

(d) by a Member or Members present in person or by proxy holding shares in the Company conferring a right to vote at the meeting, being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right.

Unless a poll is so demanded, a declaration by the Chairman of the meeting that a resolution has been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the minute book, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against such resolution.

62. If a poll is duly demanded, it shall be taken in such manner, as the chairman of the meeting may direct, and the result of a poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

63. No poll shall be demanded on the election of a chairman of a meeting or on any question of adjournment. A poll demanded on any other question shall be taken at such time and place as the chairman of the meeting directs, but in any case not more than twenty-eight days after the meeting at which the poll was demanded and any business other than that upon which a poll has been demanded, may be proceeded with pending the completion of the poll. The demand for a poll may be withdrawn at any time before the conclusion of the meeting or the date fixed for the taking of the poll.

64. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a further or casting vote in

sar fil-laqgħa li minnha jkun sar l-aġġurnament. Meta laqgħa tiġi aġġurnata għal tletin ġurnata jew iktar, avviż tal-laqgħa aġġurnata għandu jingħata bl-istess mod bħal fil-każ tal-laqgħa oriġinali. Ħlief kif ingħad fuq, ma jkunx meħtieġ li jingħata avviż ta' aġġurnament jew tax-xogħol li jkun se jsir f'laqgħa aġġurnata.

61. F'Laqgħa Ġenerali riżoluzzjoni mressqa għall-voti tal-laqgħa għandha tiġi deċiża b'wirja ta' l-idejn, jekk (qabel jew wara d-dikjarazzjoni tar-riżultat tal-wirja ta' l-idejn) ma tintalabx votazzjoni bil-miktub:

(a) mill-president tal-laqgħa; jew

(b) minn mill-anqas tliet Membri preżenti personalment jew bi prokura u li jkollhom dritt jivvutaw; jew

(ċ) minn Membru jew Membri preżenti personalment jew bi prokura u li jirrappreżentaw mhux inqas minn wieħed minn kull għaxra tat-total tad-drittijiet tal-vot tal-Membri kollha li jkollhom dritt jivvutaw f'dik il-laqgħa; jew

(d) minn Membru jew Membri preżenti personalment jew bi prokura li kollhom azzjonijiet fis-Soċjetà li jagħtu dritt għall-vot f'dik il-laqgħa, li jkunu azzjonijiet li fuqhom tħallset somma totali ugwali għal mhux inqas minn wieħed minn kull għaxra tas-somma totali mħallsa fuq l-azzjonijiet kollha li jagħtu dak id-dritt.

Jekk ma tintalabx votazzjoni bil-miktub, dikjarazzjoni mill-president tal-laqgħa li riżoluzzjoni għaddiet, jew għaddiet unanimament jew b'maġġoranza partikulari, jew intilfet, u minuta f'dak is-sens fil-ktieb tal-minuti, għandha tkun prova konklużiva tal-fatt, mingħajr prova tan-numru jew proporzjon tal-voti reġistrati favur jew kontra dik ir-riżoluzzjoni.

62. Jekk tintalab votazzjoni bil-miktub kif għandu jkun, din għandha tittieħed b'dak il-mod li jordna l-president tal-laqgħa, u r-riżultat tal-votazzjoni bil-miktub jitqies li jkun ir-riżoluzzjoni tal-laqgħa li fiha tkun intalbet il-votazzjoni bil-miktub.

63. Ebda votazzjoni bil-miktub ma għandha tintalab dwar l-elezzjoni ta' president ta' laqgħa jew dwar kwistjoni ta' aġġurnament. Votazzjoni bil-miktub mitluba dwar kull kwistjoni oħra għandha tittieħed f'dak iż-żmien u post li jordna l-president tal-laqgħa, iżda f'kull każ mhux iżjed minn tmienja u għoxrin ġurnata wara l-laqgħa li fiha tkun intalbet il-votazzjoni bil-miktub u kull xogħol minbarra dak li dwaru tkun intalbet il-votazzjoni bil-miktub ikun jista' jsir sakemm tispiċċa l-votazzjoni bil-miktub. It-talba għall-votazzjoni bil-miktub tista' tiġi rtirata f'kull żmien qabel l-egħluq tal-laqgħa jew id-data iffissata biex tittieħed il-votazzjoni.

64. Fil-każ li l-voti jiġu ndaqs, sew f'każ ta' wirja ta' l-idejn jew ta' votazzjoni bil-miktub, il-president tal-laqgħa li fiha ssir il-wirja ta' l-idejn jew tintalab il-votazzjoni bil-miktub ikollu dritt għal vot ieħor jew casting vote b'żjieda għall-

addition to the votes to which he may be entitled as a Member or as a representative or proxy of a Member.

Votes of Members

65. Subject to any terms as to voting upon which any shares may be issued, or may for the time being be held, every Member present in person shall have one vote on a show of hands, and on a poll every Member present in person or by proxy and entitled to vote shall have one vote for every share of which he is the holder.

66. On a poll votes may be given in person or by proxy.

67. On a poll a Member entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses in the same way.

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

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

70. A Member incapable by reason of mental disorder of managing and administering his property and affairs, may vote, whether on a show of hands or on a poll, by his curator, or other person authorised by any court of competent jurisdiction to act on his behalf, and such person may on a poll vote by proxy.

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

72. No objection shall be raised to the qualification of any vote except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the chairman of the meeting, whose decision shall be final and conclusive.

voti li għalihom hu jista' jkollu dritt bħala Membru jew rappreżentant jew prokuratur ta' Membru.

Voti tal-Membri

65. Bla ħsara għall-kondizzjonijiet dwar votazzjoni li bihom xi azzjonijiet jistgħu jinħarġu jew jistgħu fiż-żmien li jkun ikunu posseduti, kull Membru preżenti personalment għandu jkollu vot wieħed f'każ ta' wirja ta' l-idejn, u f'każ ta' votazzjoni bil-miktub kull Membru preżenti personalment jew bi prokura u li jkollu dritt jivvota jkollu vot wieħed għal kull azzjoni li tagħha hu jkun il-possessur.

66. F'każ ta' votazzjoni bil-miktub il-voti jistgħu jingħataw personalment jew bi prokura.

67. F'każ ta' votazzjoni bil-miktub Membru li jkollu dritt għal iktar minn vot wieħed, jekk jivvota, mhux bilfors juża l-voti tiegħu kollha jew jivvota xorta bil-voti tiegħu kollha li juża.

68. Fil-każ ta' ko-possessuri ta' azzjoni l-vot ta' l-aktar wieħed anzjan li jivvota, personalment jew bi prokura, għandu jiġi aċċettat b'esklużjoni tal-voti tal-ko-possessuri l-oħra, u għal dan il-fini l-anzjanità għandha tiġi deċiża bl-ordni li fih jinsabu l-ismijiet fir-Reġistru.

69. Enti li tkun membru tas-Soċjetà tista', b'riżoluzzjoni tad-diretturi tagħha jew ta' korp ieħor li jmexxiha, tawtorizza lil dik il-persuna li jidhrilha sewwa biex taġixxi bħala r-rappreżentant tagħha f'Laqgħa Ġenerali, u l-persuna hekk awtorizzata jkollha dritt li tħaddem l-istess setgħat f'isem l-enti li hi tirrappreżenta li kienet tkun tista' tħaddem dik l-enti li kieku kienet membru individwali tas-Soċjetà.

70. Membru mhux kapaċi minħabba mard talmoħħ li jmexxi u jamministra l-proprjetà u l-affarijiet tiegħu, jista' jivvota, sew f'każ ta' wirja ta' l-idejn u ta' votazzjoni bil-miktub, permezz tal-kuratur tiegħu, jew ta' persuna oħra awtorizzata minn Qorti kompetenti biex taġixxi f'ismu, u dik il-persuna tista' tivvota permezz ta' prokuratur f'każ ta' votazzjoni bil-miktub.

71. Ebda Membru ma jkollu dritt jivvota f'Laqgħa Ġenerali jekk is-sejħat kollha jew somom oħra li fiż-żmien li jkun ikollhom jitħallsu minnu dwar l-azzjonijiet fis-Soċjetà ma jkunux ġew imħallsa.

72. Ebda oġġezzjoni ma tista' titqajjem dwar il-kwalifika ta' votant ħlief fil-laqgħa jew laqgħa aġġurnata li fiha l-vot li ssir oġġezzjoni għalih jingħata, u kull vot mhux imħassar f'dik il-laqgħa għandu jkun validu għall-finijiet kollha. Kull oġġezzjoni bħal din li ssir fiż-żmien kif għandu jkun għandha tiġi riferita lill-president tal-laqgħa, li d-deċiżjoni tiegħu tkun finali u konkluživa.

73. Proxy forms may be sent by the Company to all Members entitled to notice of and to attend and vote at any meeting at which the business of the meeting includes special business, and such proxy forms may be so worded that a Member may vote either for or against the resolutions to be proposed at the meeting which comprise such special business. The instrument appointing a proxy shall be in writing under the hand of the appointor or his attorney, or, if such appointor be a corporation, under the hand of an officer or duly authorised attorney, but the execution of such instrument need not be attested.

74. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed, or an office or notarially certified copy of such power or authority, shall be deposited at the Office, or at such other place as the notice of meeting shall specify, not less than forty-eight hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposers to vote, or in the case of a poll, not less than forty-eight hours before the time appointed for taking the poll, and in default the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date named in it as the date of its execution.

75. A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or incapacity of the principal, or revocation of the instrument of proxy or of the authority under which the instrument of proxy was executed, or the transfer of the share in respect of which the instrument of proxy is given; provided that no intimation in writing of such death, incapacity, revocation or transfer shall have been received by the Company at the Office before the commencement of the meeting or adjourned meeting at which the instrument of proxy is used.

Number and Appointment of Directors

76. Unless and until otherwise from time to time determined by an Ordinary Resolution of the Company, the Directors shall not be less than two nor more than seven in number. The first Directors shall be the following:

Mr. Richard Hammerman

Mr Bernard Cornfield

Mr. Samuel C. Welker.

77. International Life Insurance Company (U.K.) Ltd. or other holding company for the time being of the Company shall, while the Company is its subsidiary, be entitled to appoint any person or persons to be a Director or Directors of the Company and to remove any Director from office. Every appointment or removal of a Director under this Article shall be effected by notice in writing signed on behalf of the holding company by the Chairman or the President or a Vice-President for the time being of that

73. Jistgħu jintbagħtu formoli ta' prokura mis-Soċjetà lill-Membri kollha li jkollhom dritt jirċievu avviż u jivvutaw f'laqgħa li x-xogħol li jkollu jsir fiha jinkludi xogħol speċjali, u dawk il-formoli ta' prokura jista' jkun fihom kliem b'mod li Membru jista' jivvota favur jew kontra r-riżoluzzjonijiet li jkunu se jiġu proposti f'dik il-laqgħa li jinkludu dak ix-xogħol speċjali. L-att li jinnomina prokuratur għandu jkun bil-miktub iffirmat minn min jagħmel in-nomina jew il-prokuratur tiegħu, jew, jekk min jinnomina jkun enti, iffirmat minn uffiċjal jew prokuratur awtorizzat kif għandu jkun, iżda l-esekuzzjoni ta' dak l-att ma jkunx meħtieġ li tiġi attestata.

74. L-att li jinnomina prokuratur u l-prokura u awtorità oħra (jekk ikun hemm) li taħtha jiġi ffirmat, jew kopja uffiċjali jew ċertifikata minn Nutar ta' dik il-prokura jew awtorità, għandu jiġi depositat fl-Uffiċċju, jew f'dak il-post ieħor kif jispeċifika l-avviż tal-laqgħa, mhux inqas minn tmienja u erbgħin siegħa qabel il-ħin iffissat biex tinżamm il-laqgħa jew laqgħa aġġurnata li fiha l-persuna msemmija fl-att tkun biħsiebha tivvota, jew f'każ ta' votazzjoni bil-miktub, mhux inqas minn tmienja u erbgħin siegħa qabel il-ħin iffissat biex issir il-votazzjoni, u fin-nuqqas il-prokura ma titqiesx bħala valida. Ebda att li jinnomina prokuratur ma jkun validu wara li jgħaddu tnax-il xahar mid-data imsemmija fiha bħala d-data ta' l-esekuzzjoni tiegħu.

75. Vot mogħti skond il-kondizzjonijiet ta' prokura għandu jkun validu, minkejja li qabel ikun miet jew inkapaċitat il-mandant, jew tkun ġiet imħassra l-prokura jew l-awtorità li taħtha ġie esegwit l-att ta' prokura, jew li tkun ġiet trasferita l-azzjoni li dwarha tkun ngħatat il-prokura; b'dana li, qabel il-bidu tal-laqgħa jew laqgħa aġġurnata li fiha jsir użu minn dak l-att ta' prokura, s-Soċjetà ma tkun irċeviet fl-uffiċċju ebda int.ma bil-miktub ta' dik il-mewt, inkapaċità, tħassir jew trasferiment.

Numru u Nomina tad-Diretturi

76. Jekk u sakemm ma jiġix xort'oħra deċiż minn żmien għal żmien b'Riżoluzzjoni Ordinarja tas-Soċjetà, id-Diretturi ma għandhomx ikun inqas minn tnejn jew iktar minn sebgħa fin-numru. L-ewwel Diretturi jkunu dawn li ġejjin:

Is-Sur Richard Hammerman

Is-Sur Bernard Cornfield

Is-Sur Samuel C. Welker.

77. L-International Life Insurance Company (U.K.) Ltd. jew is-soċjetà li fiż-żmien li jkun ikollha interess li jagħtiha kontroll f'din is-Soċjetà, sakemm din is-Soċjetà tkun is-sussidjarja tagħha, ikollha dritt li tinnomina persuna jew persuni biex ikunu Direttur jew Diretturi tas-Soċjetà u li tneħħi kull Direttur mill-kariga. Kull nomina jew tneħħija ta' Direttur taħt dan l-Artikolu għandha ssir b'avviż bil-miktub iffirmat f'isem is-Soċjetà mill-President jew Viċi-President taż-żmien li jkun ta' dik is-Soċjetà u għandu jit-

company and left at the Office. The first Directors appointed in pursuance of Article 76 shall each be deemed to have been appointed in pursuance of this Article.

78. The Board shall cause to be kept the Register of the Directors' holdings of shares and debentures of the Company and of its subsidiaries or holding company (if any) required by law and shall cause the same to be available for inspection during the period and by the persons prescribed, and shall produce the same at every Annual General Meeting as required by law.

Remuneration of Directors

79. The Directors shall be paid out of the funds of the Company by way of remuneration for their services such sums as the Company may from time to time by Ordinary Resolution determine and such remuneration shall be divided among them in such proportion and manner as the Directors may determine and, in default of such determination within a reasonable period, equally. Subject as aforesaid, a Director holding office for part only of a year shall be entitled to a proportionate part of a full year's remuneration. The Directors shall also be entitled to be repaid by the Company all such reasonable travelling (including hotel and incidental) expenses as they may incur in attending meetings of the Board, or of committees of the Board, or General Meetings, or which they may otherwise properly incur in or about the business of the Company.

80. Any Director who by request performs special services or goes or resides abroad for any purposes of the Company may be paid such extra remuneration by way of salary, percentage of profits or otherwise as the Board may determine.

Powers of Directors

81. The business of the Company shall be managed by the Board, and the Board may pay all expenses incurred in forming and registering the Company, and may exercise all such powers of the Company as are not by law or by these Articles required to be exercised by the Company in General Meeting, subject nevertheless to any regulations of these Articles, to the provisions of the law, and to such regulations, being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the Company in General Meeting, but no regulations made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if such regulation had not been made. The general powers given by this Article shall not be limited or restricted by any special authority or power given to the Board by any other Article.

82. The Board may from time to time establish and maintain or procure the establishment and maintenance of any non-contributory or contributory pension schemes or provident

ħalla fl-Uffiċċju. L-ewwel Diretturi nominati skond l-Artikolu 76 għandhom jitqiesu li ġew nominati skond id-disposizzjonijiet ta' dan l-Artikolu.

78. Il-Board għandu jara li jinżamm Reġistru ta' l-azzjonijiet u debentures posseduti mid-Diretturi fis-Soċjetà jew f'soċjetajiet sussidjarji għaliha jew li għandhom interess ta' kontroll fiha (jekk ikun hemm) kif meħtieġ mil-liġi, u għandu jara li dan ir-Reġistru jkunu jistgħu jarawh il-persuni preskritti fiż-żmien preskritt, u għandu jipproduċi dan id-Reġistru f'kull Laqgħa Ġenerali tas-Sena kif meħtieġ mil-liġi.

Kumpens lid-Diretturi

79. Id-Diretturi għandhom jiġu mħallsa mill-fondi tas-Soċjetà bħala kumpens għas-servizzi tagħhom dawk is-somom li s-Soċjetà tista' minn żmien għal żmien b'Riżoluzzjoni Ordinarja tiddeċidi u dak il-kumpens għandu jiġi mqassam fosthom f'dak il-proporzjon u mod kif id-Diretturi jistgħu jiddeċidu u, jekk jonqsu li jieħdu dik id-deċiżjoni fi żmien raġonevoli, indaqs. Bla ħsara għal dak li ngħad fuq, Direttur li jkun fil-kariga għal parti biss minn sena jkollu dritt għal sehem proporzjonali tal-kumpens ta' sena sħiħa. Id-Diretturi jkollhom ukoll dritt li jiġu mħallsa lura mis-soċjetà dawk l-ispejjeż ta' vjaġġar (inklużi l-ispejjeż tal-lukanda u inċidentali) li huma jistgħu jagħmlu biex jattendu laqgħat tal-Board, jew ta' kumitati tal-Board, jew Laqgħat Ġenerali, jew li huma jistgħu xort'oħra jagħmlu fi jew dwar in-negozju tas-Soċjetà.

80. Direttur li jiġi mitlub iwettaq servizzi speċjali jew imur jew joqgħod barra l-pajjiż għall-finijiet tas-Soċjetà jista' jiġi mħallas dak il-kumpens extra bħala salarju, perċentwali mill-qligħ jew xort'oħra kif il-Board jista' jiddeċidi.

Setgħat lid-Diretturi

81. In-negozju tas-Soċjetà għandu jiġi mmexxi mill-Board, u l-Board jista' jħallas l-ispejjeż kollha li jsiru biex tiġi mwaqqfa u reġistrata s-Soċjetà, u jistgħu jħaddmu dawk is-setgħat kollha tas-Soċjetà li mhumiex bil-liġi jew b'dawn l-Artikoli meħtieġa li jiġu mħaddma mis-Soċjetà f'Laqgħa Ġenerali, bla ħsara madankollu għal xi regulamenti ta' dawn l-Artikoli, għad-disposizzjoni tal-liġi, u għal dawk ir-regulamenti li, fil-waqt li ma jkunux inkonsistenti mar-regulamenti jew disposizzjonijiet fuq imsemmija, jistgħu jiġu preskritti mis-Soċjetà f'Laqgħa Ġenerali, iżda ebda regulament magħmul mis-Soċjetà f'Laqgħa Ġenerali ma jħassar xi att li jkun sar qabel mill-Board li kien ikun validu li kieku dak ir-regulament ma kienx sar. Is-setgħat ġenerali mogħtija b'dan l-Artikolu ma għandhomx jiġu limitati jew ristretti b'xi awtorità jew setgħa speċjali mogħtija lill-Board minn xi Artikolu ieħor.

82. Il-Board jista' minn żmien għal żmien iwaqqaf u jżomm jew jipprokura t-twaqqif u żamma ta' skemi ta' pensjoni jew fondi ta' previdenza jew ta' pensjoni jew skemi ta' assiguraz-

or superannuation funds or life assurance schemes for the benefit of, and give or procure the giving of pensions, allowances, gratuities or bonuses to, any persons who are or were at any time in the employment or service of the company or any company which is a subsidiary of the Company or is allied to or is associated in business with the Company or with any such subsidiary or of any business acquired by the Company or who are or were at any time Directors or officers of the Company or of any such other company as aforesaid and the wives widows familties and dependants of any such persons. Any Director shall be entitled to participate in and retain for his own benefit any such pension, allowance, gratuity or bonus and may vote in favour of the exercise of any of the powers aforesaid notwithstanding that he is or may become interested therein.

83. The Board may from time to time by power of attorney under the Seal appoint any company, firm or person, or any fluctuating body of persons, whether nominated directly or indirectly by the Board to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board under these Articles) and for such period and subject to such conditions as it may think fit, and any such power of attorney may contain such provisions for the protection or convenience of persons dealing with any such attorney as the Board may think fit and may also authorise any such attorney to subdelegate all or any of the powers, authorities and discretions vested in him.

84. All cheques, promissory notes, drafts, bills of exchange and other negotiable or transferable instruments, and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Board shall from time to time by resolution determine.

Borrowing

85. Subject as hereinafter provided the Board may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, and to issue debentures and other securities, whether outright or as collateral security, for any debt, liability or obligation of the Company or of any third party and to hypothecate the property of the Company for such purposes.

Managing and Executive Directors

86. The Board may from time to time,

(a) appoint one or more of its body to the office of Managing Director, or to any other office (except that of Auditor) or employment under the Company, for such period and on such terms as it thinks fit, and subject to the terms of any agreement entered into in any particular case, revoke such appointment,

zjoni tal-ħajja mhux kontributorji jew kontributorji, u li jagħti jew jipprokura li jingħataw pensjonijiet, allowances, gratifiki jew bonuses lil persuni li huma jew kienu f'xi żmien fl-impieg jew servizz tas-Soċjetà jew ta' soċjetà li hi sussidjarja tas-Soċjetà jew hi alleata ma' jew assoċjata fin-negozju mas-Soċjetà jew ma' dik is-soċjetà sussidjarja jew ta' negozju akkwistat mis-Soċjetà jew li huma jew kienu f'xi żmien Diretturi jew uffiċjali tas-Soċjetà jew ta' soċjetà oħra kif ingħad fuq u n-nisa romol familji u dipendenti ta' dawk il-persuni. Direttur ikollu dritt jieħu sehem fi u jżomm għall-benefiċċju tiegħu dik il-pensjoni, allowance, gratifika jew bonus u jista' jivvota favur it-tħaddim tas-setgħat fuq imsemmija minkejja li għandu jew jista' jsir ikollu interess fihom.

83. Il-Board jista' minn żmien għal żmien bi prokura li ġġib is-Siġill jinnomina soċjetà, ditta jew persuna, korp ta' persuni li jistgħu jitbiddlu, nominati sew direttament jew indirettament mill-Board, biex ikunu l-prokuratur jew prokuraturi tas-Soċjetà għal dawk il-finijiet u b'dawk is-setgħat, awtoritajiet u diskrezzjonijiet (li ma jkunux ikbar minn dawk mogħtija lil jew li jistgħu jiġu mħaddma mill-Board skond dawn l-Artikoli) u għal dak iż-żmien u bla ħsara għal dawk il-kondizzjonijiet kif jista' jidhirlu sewwa, u dik il-prokura jista' jkun fiha dawk id-disposizzjonijiet għall-ħarsien u kumdità tal-persuni li jittrattaw ma' dak il-prokuratur kif il-Board jista' jidhirlu sewwa u jista' wkoll jawtorizza lil dak il-prokuratur li jiddelega is-setgħat, awtoritajiet u diskrezzjonijiet lilu mogħtija jew uħud minnhom.

84. Cheques, obbligazzonijiet, tratti, kambjali u titoli oħra negozjabbli jew trasferibbli, u kull riċevuta għall-flus imħallsa lis-Soċjetà, għandhom jiġu ffirmati, maħruġa, aċċettati, ġirati jew xorta oħra esegwiti, skond il-każ, b'dak il-mod li l-Board minn żmien għal żmien jiddeċidi b'rizoluzzjoni.

Self

85. Bla ħsara għal dak li jinsab aktar 'il quddiem maħsub il-Board jista' jħaddem is-setgħat kollha tas-Soċjetà biex tissellef flus, u li tirhan jew tgħabbi b'piż l-impriża proprjetà u kapital mhux imsejjaħ tagħha, u li toħroġ debentures jew titoli oħra, sew direttament jew bħala siġurtà kollaterali, għal kull dejn, jew obbligazzjoni tas-Soċjetà jew ta' terzi u li tipoteka l-proprjetà tas-Soċjetà għaldaqshekk.

Diretturi Ġenerali u Esekuttivi

86. Il-Board jista' minn żmien għal żmien

(a) jinnomina wieħed jew iktar mill-membri tiegħu għall-kariga ta' Direttur Ġenerali, jew għal kull kariga oħra (minbarra dik ta' Awditur) jew impieg mas-Soċjetà, għal dak iż-żmien u b'dawk il-kondizzjonijiet li jidhirlu sewwa, u bla ħsara għall-kondizzjonijiet ta' xi ftehim li jkun sar f'xi każ partikulari, iħassar dik in-nomina.

(b) continue any person appointed to be a Director in any other office or employment held by him before he was so appointed.
A Director (other than a Managing Director) holding any such other office or employment is herein referred to as an "Executive Director".

87. A Director appointed to the office of Managing Director shall (subject to the provisions of any contract between himself and the Company) be subject to the same provisions as to resignation and removal as the other Directors, and if he ceases from any cause to be a Director he shall ipso facto cease to be a Managing Director.

88. The tenure of office or employment by virtue of the holding whereof a Director is an Executive Director shall not be determined by reason only of his ceasing for any reason to be a Director, but (subject to the terms of any contract between him and the Company) may be determined at any time by resolution of the Board.

89. The remuneration of any Managing Director or Executive Director for his services as such shall be determined by the Board, and may be of any description, and (without limiting the generality of the foregoing) may include admission to or continuance of membership of any scheme or fund instituted or established or financed or contributed to by the Company for the provision of pensions, life assurance or other benefits for employees or their dependants, or the payment of a pension or other benefits to him or his dependants on or after retirement or death, apart from membership of any such scheme or fund.

90. The Board may entrust to and confer upon a Managing Director or Executive Director any of the powers exercisable by it upon such terms and conditions and with such restrictions as it thinks fit, and, in the case of a Managing Director, either collaterally with or to the exclusion of its own powers, and may from time to time revoke, withdraw, or vary all or any of such powers.

Alternate Directors

91. Any Director may at any time without the consent of the Board, appoint any other Director, and may, with the consent of the Board (such consent not to be unreasonably withheld), appoint any person, to be an alternate Director of the Company, and may at any time remove any alternate Director so appointed by him from office. An alternate Director so appointed shall not be entitled to receive any remuneration from the Company. Every person acting as an alternate Director shall be an officer of the Company and he shall not be deemed to be the agent of the Director by whom he was appointed.

92. An alternate Director shall be entitled to receive notices of all meetings of the Board

(b) iħalli persuna nominata Direttur tkompli f'kull kariga jew impieg ieħor li kellha qabel ma ġiet hekk nominata.
Direttur (minbarra Direttur Ġenerali) li jkollu dik il-kariga oħra jew impieg huwa hawn imsejjaħ "Direttur Esekuttiv".

87. Direttur nominat għall-kariga ta' Direttur Ġenerali għandu (bla ħsara għad-disposizzjonijiet ta' xi kuntratt bejnu u s-Soċjetà) ikun suġġett għall-istess disposizzjonijiet dwar riżenja u tneħħija bħad-Diretturi l-oħra, u jekk hu jispiċċa għal xi raġuni minn Direttur hu għandu *ipso facto* jispiċċa minn Direttur Ġenerali.

88. Direttur li għal xi raġuni jispiċċa minn Direttur ma jispiċċax mill-kariga jew impieg li bis-saħħa tagħha hu jkun Direttur Esekuttiv, iżda (bla ħsara għall-kondizzjonijiet ta' xi kuntratt bejnu u s-Soċjetà) hu jista' jiġi mneħħi f'kull żmien b'riżoluzzjoni tal-Board.

89. Il-kumpens lil Direttur Ġenerali jew Direttur Esekuttiv għas-servizz tiegħu bħala tali għandu jiġi deċiż mill-Board, u jista' jkun ta' kull xorta, u (mingħajr ma tiġi limitata l-ġeneralità ta' dak li ngħad fuq) jista' jinkludi li jiġi mdaħħal jew li jibqa' membru ta' skema jew fond istitwiti jew imwaqqfa jew finanzjati jew kontribwiti mis-Soċjetà biex jiġu provduti pensjonijiet, assigurazzjoni tal-ħajja jew benefiċċji oħra għall-impjegati jew id-dipendenti tagħhom, jew il-ħlas ta' pensjoni jew benefiċċji oħra lilu jew lid-dipendenti tiegħu meta jew wara li jirtira jew imut, minbarra li jkun membru ta' dik l-iskema jew fond.

90. Il-Board jista' jafda u jagħti lil Direttur Ġenerali jew Direttur Esekuttiv uħud mis-setgħat li jistgħu jiġu mħaddma minnu b'dawk il-pattijiet u kondizzjonijiet u b'dawk ir-restrizzonijiet li hu jidhirlu sewwa, u, fil-każ ta' Direttur Ġenerali, sew kollateralment ma' jew b'esklużjoni tas-setgħat tal-Board stess, u jista' minn żmien għal żmien iħassar, jirtira jew ivarja dawk is-setgħat kollha jew uħud minnhom.

Diretturi Alternattivi

91. Direttur jista' f'kull żmien mingħajr il-kunsens tal-Board jinnomina Direttur ieħor, u jista', bil-kunsens tal-Board (liema kunsens ma għandux jiġu miċħud irraġonevolment), jinnomina persuna bħala Direttur alternattiv tas-Soċjetà, u jista' f'kull żmien ineħħi dak id-Direttur alternattiv hekk nominat minnu. Direttur alternattiv hekk nominat ikollu dritt jirċievi kumpens mingħand is-Soċjetà. Kull persuna li tagħmilha ta' Direttur alternattiv għandha tkun uffiċjal tas-Soċjetà u ma għandhiex titqies bħala aġent tad-Direttur li jkun innominaha.

92. Direttur alternattiv ikollu dritt jirċievi avviżi tal-laqgħat kollha tal-Board u li jattendi u

and to attend and vote as a Director at any such meeting at which the Director appointing him is not personally present, and generally to perform all the functions of his appointor as a Director in his absence, including that of counting in a quorum at any such meeting.

93. An alternate Director shall ipso facto cease to be an alternate Director if his appointor ceases for any reason to be a Director.

94. Every appointment and removal of an alternate Director shall be effected by notice in writing to the Company under the hand of the Director making or revoking such appointment.

95. A Director or any other person duly appointed as an alternate Director may act to represent more than one Director, and a Director appointed as an alternate Director shall be entitled at Board Meetings to one vote for every Director whom he represents in addition to his own vote as a Director.

Proceedings of the Board

96. The Board may meet together for the dispatch of business, adjourn and otherwise regulate its meetings as it thinks fit. Questions arising at any meeting shall be determined by a majority of votes. In case of an equality of votes the chairman of the meeting shall have a second or casting vote. A Director may, and the Secretary on the requisition of a Director shall, at any time call a meeting of the Board.

97. The quorum necessary for the transaction of the business of the Board may be fixed by the Board, and unless so fixed at any other number shall be two. A Director or any other person who attends a meeting of the Board as an alternate Director shall only be counted as two or more for quorum purposes if at least one other Director or duly appointed alternate Director also attends thereat.

98. The Board may from time to time appoint a Chairman and if it thinks fit a Deputy Chairman of its meetings and determine the period for which they respectively are to hold office but if no such Chairman or Deputy Chairman is appointed, or neither is present within five minutes after the time being fixed for holding any meeting, the Directors present may choose one of their number to act as chairman of such meeting.

99. A resolution in writing, signed by all the Directors for the time being in Malta, not being less than the number of the Directors required to form a quorum of the Board, shall be as effective as a resolution passed at a meeting of the Board duly convened and held and such resolution in writing may consist of several documents in like form each signed by one or more of such Directors.

jivvota bħala Direttur f'kull laqgħa li fiha d-Direttur li innominah ma jkunx preżenti personalment, u in ġenerali li jwettaq il-funzjonijiet kollha ta' min jinnominah bħala Direttur meta dan ma jkunx preżenti, inkluż dak li jingħad fil-quorum ta' laqgħa bħal dik.

93. Direttur alternattiv għandu *ipso facto* jispiċċa minn Direttur alternattiv jekk minn jinnominah għal xi raġuni jispiċċa minn Direttur.

94. Kull nomina u tneħħija ta' Direttur alternattiv għandhom isiru b'avviż bil-miktub lis-Soċjetà iffirmat mid-Direttur li jagħmel jew iħassar dik in-nomina.

95. Direttur jew kull persuna oħra nominat kif għandu jkun Direttur alternattiv jista' jirrappreżenta iktar minn Direttur wieħed, u Direttur nominat Direttur alternattiv ikollu dritt fil-Laqgħat tal-Board għal vot wieħed għal kull Direttur li hu jirrappreżenta b'żjieda għall-vot tiegħu stess bħala Direttur.

Proċeduri tal-Board

96. Il-Board jista' jiltaqa' biex imexxi x-xogħol, jaġġorna u xort'oħra jirregula l-laqgħat tiegħu kif jidhirlu sewwa. Kwistjonijiet li jinqalgħu f'laqgħa għandhom jiġu deċiżi bil-maġġoranza tal-voti. Fil-każ li l-voti jiġu indaqs il-president tal-laqgħa jkollu vot ieħor jew casting vote. Direttur jista' u s-Segretarju fuq talba ta' Direttur għandu f'kull żmien isejjaħ laqgħa tal-Board.

97. Il-quorum meħtieġ biex ikun jista' jsir ix-xogħol tal-Board jista' jiġi ffissat mill-Board, u jekk ma jiġix iffissat numru ieħor ikun ta' tnejn. Direttur jew kull persuna oħra li tattendi laqgħa tal-Board bħala Direttur alternattiv għandu jingħadd bħala tnejn jew iktar għall-finijiet tal-quorum biss jekk ikun hemm preżenti Direttur ieħor jew Direttur alternattiv nominat kif għandu jkun.

98. Il-Board jista' minn żmien għal żmien jinnomina President u jekk jidhirlu sewwa Deputat President tal-laqgħat tiegħu u jiddeċidi ż-żmien li għalih dawn it-tnejn għandhom jibqgħu fil-kariga, iżda jekk ma jiġux nominati President jew Deputat President, jew jekk ħadd minnhom ma jkun preżenti fi żmien ħames minuti wara l-ħin iffissat biex tinżamm il-laqgħa, id-Diretturi preżenti għandhom jagħżlu wieħed minn fosthom biex jagħmilha ta' president f'dik il-laqgħa.

99. Riżoluzzjoni bil-miktub, iffirmata mid-diretturi kollha li fiż-żmien li jkun ikunu Malta, li ma jkunux inqas min-numru ta' Diretturi meħtieġ biex jiffurmaw quorum tal-Board, għandu jkollha effett bħal riżoluzzjoni mgħoddija f'laqgħa tal-Board imsejħa u miżmuma kif għandu jkun u dik ir-riżoluzzjoni bil-miktub tista' tikkonsisti f'diversi dokumenti ta' l-istess forma kull wieħed iffirmat minn wieħed jew aktar minn dawk id-Diretturi.

100. A meeting of the Board at which a quorum is present, shall be competent to exercise all powers and discretions for the time being exercisable by the Board or by the Directors generally.

101. The Board may delegate any of its powers to committees consisting of such member or members of its body as it thinks fit. Any committee so formed shall, in the exercise of the powers so delegated, be governed by the provisions of these Articles regulating the proceedings and meetings of the Board and shall also conform to any regulations that may be imposed on it by the Board.

102. All acts done by any meeting of the Board, or of a Committee of the Board, or by any person acting as a Director, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any Director, or person acting as aforesaid, or that they or any of them were disqualified, or had vacated office, or were not entitled to vote be as valid as if every such person had been duly appointed or had duly continued in office, and was qualified and had continued to be, a Director and had been entitled to vote.

Minutes

103. The Board shall cause minutes to be made in books provided for the purpose:

(a) of all appointments of officers made by the Board;

(b) of the names of the Director present at each meeting of the Board and of any committee of the Board; and

(c) of all resolutions and proceedings at all meetings of the Company and of the Board and of committees of the Board.

Any such minutes, if purporting to be signed by the chairman of the meeting to which they relate or at the meeting at which they are read, shall be sufficient evidence without any further proof of the facts therein stated.

Disqualification of Directors

104. The office of a Director shall be vacated in any of the following events, namely:

(a) If (not being a Managing Director holding office as such for a fixed term) he resigns his office by notice in writing to the Company,

(b) If he becomes bankrupt or makes any arrangement or composition with his creditors generally.

(c) If he becomes incapable by reason of mental disorder of discharging his duties as a Director.

(d) If he is absent from meetings of the Board for six months without leave, expressed by a resolution of the Board, and his alternate

100. Laqgħa tal-Board li fiha jkun hemm quorum preżenti, tkun kompetenti biex tħaddem issetgħat u diskrezzjonijiet kollha li fiż-żmien li jkun ikunu jistgħu jiġu mħaddma mill-Board jew mid-Diretturi in ġenerali.

101. Il-Board jista' jiddelega s-setgħat tiegħu lil kumitati magħmula minn dak il-membru jew membri tal-Board kif jidhirlu sewwa. Kull kumitat hekk imwaqqaf għandu, fit-tħaddim tas-setgħat hekk delegati, jiġi mmexxi mid-disposizzjonijiet ta' dawn l-Artikoli li jirregulaw il-proċeduri u l-laqgħat tal-Board u għandu wkoll jimxi skond ir-regulamenti li jistgħu jiġu imposti fuqu mill-Board.

102. L-atti kollha magħmula f'laqgħa tal-Board, jew ta' kumitat tal-Board, jew minn persuna li tkun qed taġixxi bħala Direttur, għandhom, minkejja li wara jinstab li kien hemm xi difett fin-nomina u fit-tkomplija fil-kariga ta' xi Direttur, jew ta' persuna li tkun qed taġixxi kif ingħad fuq, jew li huma jew uħud minnhom kienu skwalifikati, jew kienu spiċċaw mill-kariga jew ma kellhomx dritt jivvutaw tkun valida bħalli kieku dik il-persuna kienet ġiet nominata kif għandu jkun jew kienet ġiet konfermata fil-kariga kif għandu jkun, u kienet kwalifikata u baqgħet Direttur u kellha dritt tivvota.

Minuti

103. Il-Board għandu jara li jinżammu minuti f'kotba provduti għaldaqshekk: —

(a) ta' kull nomina ta' uffiċjali magħmula mill-Board;

(b) ta' l-ismijiet tad-Diretturi preżenti f'kull laqgħa tal-Board u ta' kumitat tal-Board; u

(ċ) ta' kull riżoluzzjoni u proċeduri fil-laqgħat kollha tas-Soċjetà u tal-Board u tal-kumitati tal-Board.

Minuti bħal dawn, jekk ikunu jidhru li ġew iffirmati mill-president tal-laqgħa li għaliha jirriferixxu jew tal-laqgħa li fiha jinqraw, għandhom ikunu xiehda biżżejjed mingħajr prova oħra tal-fatti fihom imsemmija.

Skwalifika tad-Diretturi

104. Il-kariga ta' Direttur titbattal jekk jiġru waħda minn dawn l-affarijiet, jiġifieri:

(a) Jekk (fil-waqt li ma jkunx Direttur Ġenerali li jkun f'dik il-kariga għal żmien fiss) hu jirriżenja b'avviż bil-miktub lis-Soċjetà.

(b) Jekk ifalli jew jasal f'akkordju mal-kredituri in ġenerali.

(ċ) Jekk minħabba mard tal-moħħ isir inkapaċi li jaqdi d-dmirijiet tiegħu bħala Direttur.

(d) Jekk jonqos mil-Laqgħat tal-Board għal sitt xhur mingħajr permess, imfisser b'riżoluzzjoni tal-Board, u d-Direttur alternattiv tiegħu

Director (if any) shall not during such period have attended in his stead, and the Board resolves that his office be vacated.

(e) If he is requested in writing by all his co-Directors to resign.

(f) If pursuant to any provision of the law he is prohibited from being a Director.

(g) If he is removed from office in accordance with Article 77.

105. No Director shall be disqualified by his office from contracting with the Company either as vendor, purchaser, or otherwise, or from being interested whether directly or indirectly in any contract or arrangement proposed to be entered into or in fact entered into by or on behalf of the Company, nor shall any such contract or arrangement in which any Director shall be so interested be avoided, nor shall any Director so contracting, or being so interested, be liable to account to the Company for any profit realised by him from such contract or arrangement in which he shall be so interested by reason of such Director holding that office or the fiduciary relation thereby established, but it is declared that as regards such contract or arrangement the nature of his interest as aforesaid must be disclosed by him in accordance with the provisions of the law.

106. A Director may vote as a Director in respect of any contract or arrangement in which he is interested (and if he shall do so his vote shall be counted) and he may be counted for the purpose of any resolution regarding the same in the quorum present at the meeting.

107. Any Director may act by himself or his firm in a professional capacity for the Company (otherwise than as Auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director.

Removal of Directors

108. The Company may by Ordinary Resolution remove any Director before the expiration of his period of office.

Secretary

109. The Secretary shall be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any Secretary so appointed may be removed by the Board.

110. A provision of the law or these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the Secretary.

(jekk ikun hemm) ma' tul dak iż-żmien ma jkunx attenda minfloku, u l-Board jiddeċidi li hu għandu jispiċċa mill-kariga.

(e) Jekk hu jiġi mitlub bil-miktub biex jirriżenja mid-Diretturi sħabu.

(f) Jekk skond xi dispożizzjoni tal-liġi hu ma jkunx jista' ikun Direttur.

(g) Jekk hu jiġi mneħħi mill-kariga skond l-Artikolu 77.

105. Ebda Direttur ma jiġi skwalifikat mill-kariga tiegħu billi jagħmel kuntratti mas-Soċjetà sew bħala bejjiegħ, xerrej jew xort'oħra, jew billi jkun interessat direttament jew indirettament f'xi kuntratt jew arranġament li jkun hemm il-ħsieb li jsir jew li fil-fatt ikun sar minn jew f'isem is-Soċjetà, lanqas ma għandu jiġi annullat kuntratt jew arranġament bħal dan li fih Direttur ikun hekk interessat, lanqas ma għandu Direttur li jagħmel dak il-kuntratt, jew li jkun hekk interessat, ikun obbligat li jagħti kont lis-Soċjetà ta' xi qliegħ li jagħmel minn dak il-kuntratt jew arranġament li fih hu jkun interessat billi dak id-Direttur ikollu dik il-kariga jew minħabba r-relazzjoni ta' fiduċja biha stabbilita, iżda qed jiġi dikjarat li hu għandu jagħti tagħrif skond id-disposizzjonijiet tal-liġi dwar ix-xorta ta' interess tiegħu f'dak il-kuntratt jew arranġament kif ingħad fuq.

106. Direttur jista' jivvota bħala Direttur dwar kull kuntratt jew arranġament li fih hu jkun interessat (u jekk hu jagħmel hekk il-vot tiegħu għandu jingħadd) u hu jista' għall-finijiet ta' xi riżoluzzjoni dwar dak il-kuntratt jew arranġament jingħadd fil-quorum preżenti għal-laqgħa.

107. Direttur jista' jaġixxi personalment jew f'isem id-ditta tiegħu fi kwalità professjonali għas-Soċjetà (iżda mhux bħala Awditur) u hu jew id-ditta tiegħu jkollhom dritt għall-kumpens għas-servizzi professjonali bħallikieku ma kienx Direttur.

Tneħħija ta' Diretturi

108. Is-Soċjetà tista' b'Riżoluzzjoni Ordinarja tneħħi Direttur qabel l-egħluq taż-żmien tiegħu f'dik il-kariga.

Segretarju

109. Is-Segretarju għandu jiġi nominat mill-Board għal dak iż-żmien, b'dak il-kumpens u b'dawk il-kondizzjonijiet kif jista' jidhirlu sewwa; u Segretarju hekk nominat jista' jiġi mneħħi mill-Board.

110. Disposizzjoni tal-liġi jew ta' dawn l-Artikoli li teħtieġ jew tawtorizza li ħaġa ssir minn jew lil Direttur u s-Segretarju ma tiġix sodisfatta jekk issir minn jew lill-istess persuna li taġixxi kemm bħala Direttur u bħala, jew minflok, is-Segretarju.

The Seal

111. The Board shall provide for the safe custody of the Seal which shall not be affixed to any instrument except by the authority of a resolution of the Board or of a committee of the Board and in the presence of at least two Directors or one Director and the Secretary who shall sign every instrument to which the Seal is so affixed in their presence

112. All forms of certificate for shares, or debentures or representing any other form of security shall be issued under the Seal in manner aforesaid, and shall bear the autographic signatures of at least two Directors or one Director and the Secretary.

Authentication of Documents

113. Any Director or the Secretary or any person appointed by the Board for the purpose shall have power to authenticate any documents affecting the constitution of the Company and any resolutions passed by the Company or the Board, or any committee of the Board, and any books, records, documents and accounts relating to the business of the Company, and to certify copies thereof or extracts therefrom as true copies or extracts; and where any books, records, documents, or accounts are elsewhere than at the office, the local manager or other officer of the Company having the custody thereof shall be deemed to be a person appointed by the Board as aforesaid.

Accounts

114. The Board shall cause to be kept such books of account as are necessary to exhibit and explain the transactions and financial position of the Company and to give a true and fair view of the state of its affairs, and in particular (but without limiting the generality of the foregoing provision) proper books of account with respect to:

(a) All sums of money received and expended by the Company and the matters in respect of which such receipt and expenditure takes place; and

(b) All sales and purchases of goods by the Company; and

(c) The assets and liabilities of the Company.

115. The books of account shall be kept at the Office or (subject to the provisions of the law) at such other place in Malta as the Board thinks fit, and shall at all times be open to inspection by the Directors. No Member (other than a Director shall have any right of inspecting any account or book or document of the Company, except as conferred by the law or authorised by the Board or by an Ordinary Resolution of the Company.

Is-Siġill

111. Il-Board għandu jieħu ħsieb it-tħaris sewwa tas-Siġill li ma għandu jiġi mwaħħal fuq ebda att mingħajr l-awtorità mogħtija b'riżoluzzjoni tal-Board jew ta' kumitat tal-Board u fil-preżenza ta' mill-anqas żewġ Diretturi jew ta' Direttur u s-Segretarju li għandhom jiffirmaw kull att li fuqu jiġi mwaħħal is-Siġill quddiemhom.

112. Kull forma ta' ċertifikat ta' azzjonijiet, jew debentures jew li jirrappreżentaw kull forma oħra ta' titolu għandhom jinħarġu bis-Siġill bil-mod kif ingħad fuq, u għandhom ikollhom il-firem awtografi ta' mill-anqas żewġ Diretturi jew ta' Direttur u s-Segretarju.

Awtentikazzjoni ta' Dokumenti

113. Direttur jew is-Segretarju jew persuna nominata mill-Board għaldaqshekk ikollhom is-setgħa li jawtentikaw dokumenti li jaffettwaw il-kostituzzjoni tas-Soċjetà u riżoluzzjonijiet mgħoddija mis-Soċjetà jew mill-Board jew minn kumitat tal-Board, u kotba, reġistri, dokumenti u kontijiet li jirreferixxu għan-negozju tas-Soċjetà, u li jiċċertifikaw kopji tagħhom jew estratti minnhom bħala kopji jew estratti veri; u meta kotba, reġistri, dokumenti jew kontijiet ma jkunux fl-uffiċċju, il-manager jew uffiċjal ieħor lokali tas-Soċjetà li jkollu l-kustodja tagħhom għandu jitqies li jkun il-persuna nominata mill-Board kif ingħad fuq.

Kontijiet

114. Il-Board għandu jara li jinżammu dawk il-kotba tal-kontijiet meħtieġa biex juru u jispjegaw it-transazzjonijiet u l-qagħda finanzjarja tas-Soċjetà u biex jagħtu idea vera u ġusta ta' l-istat ta' l-affarijiet tagħha, u b'mod partikulari (mingħajr limitazzjoni għall-ġeneralità tad-disposizzjoni ta' qabel) kotba tal-kontijiet sewwa dwar:

(a) kull somom ta' flus imdaħħla u minfuqa mis-Soċjetà u l-kwistjonijiet li dwarhom isir dak id-dħul u nfieq; u

(b) kull bejgħ u xiri ta' merkanzija mis-Soċjetà; u

(ċ) l-attiv u l-passiv tas-Soċjetà.

115. Il-kotba tal-kontijiet għandhom jinżammu fl-uffiċċju jew (bla ħsara għad-disposizzjonijiet tal-liġi) f'dak il-post ieħor f'Malta kif il-Board jidhirlu sewwa, u d-Diretturi jkunu jistgħu jarawhom f'kull żmien. Ebda Membru (minbarra Direttur) ma jkollu dritt li jara xi kont jew ktieb jew dokument tas-Soċjetà, ħlief kif mogħti mil-liġi jew awtorizzat mill-Board jew b'Riżoluzzjoni Ordinarja tas-Soċjetà.

116. The Board shall from time to time in accordance with the law cause to be prepared and to be laid before the Company in General Meeting such profit and loss accounts, balance sheets, group accounts (if any) and reports as are referred to in the law.

117. A printed copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Company in general Meeting and of the Directors' and Auditors' reports shall, at least twenty-one days previously to the meeting be delivered or sent by post to every Member and debenture holder of the Company of whose address the Company is aware, or in the case of joint holders of any share or debenture to one of the joint holders.

Audit

118. Auditors of the Company shall be appointed and their duties regulated in accordance with the law.

119. The Auditors' report to the Members made pursuant to the statutory provisions as to audit shall be read before the Company in General Meeting and shall be open to inspection by any Member and in accordance with the law any Member shall be entitled to be furnished with a copy of the balance sheet (including every document required by law to be annexed thereto) and Auditors' report.

Dividends and Reserves

120. The profits of the Company available for dividend and resolved to be distributed shall be applied in the payment of dividends to the Members in accordance with their respective rights and priorities. The Company may by Ordinary Resolution declare dividends accordingly.

121. No dividends shall be payable except out of the profits the Company, or in excess of the amount recommended by the Board.

122. All dividends shall be declared and paid according to the amounts paid on the shares in respect whereof the dividend is paid, but no amount paid on a share in advance of calls shall be treated for the purpose of this Article as paid on the share.

123. All dividends shall be apportioned and paid *pro rata* according to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but, if any share is issued on terms providing that it shall rank for dividend as from a particular date or be entitled to dividends declared thereafter or declared after a particular date, such share shall rank for or be entitled to dividend accordingly.

116. Il-Board għandu minn żmien għal żmien skond il-liġi jara li jitlestew u jiġu mqegħda quddiem is-Soċjetà f'Laqgħa Ġenerali dawk il-kontijiet tal-qliegħ u telf, karti bilanċjali, kontijiet ta' gruppi (jekk ikun hemm) u rapporti msemmija fil-liġi.

117. Kopja stampata ta' kull karta bilanċjali (inkluż kull dokument meħtieġ mil-liġi li jiġi anness magħha) li għandha tiġi mqegħda quddiem is-Soċjetà f'Laqgħa Ġenerali u tar-rapporti tad-Diretturi u ta' l-Awdituri għandha, mill-anqas wieħed u għoxrin ġurnata qabel il-laqgħa, tiġi konsenjata jew mibgħuta bil-posta lil kull Membru u possessur ta' debentures tas-Soċjetà li s-Soċjetà tkun taf l-indirizz tiegħu, jew fil-każ ta' ko-possessuri ta' azzjoni jew debenture lil wieħed mill-ko-possessuri.

Verifika

118. Għandhom jiġu nominati Awdituri tas-Soċjetà u d-dmirijiet tagħhom jiġu regulati skond il-liġi.

119. Ir-Rapport ta' l-Awdituri lill-Membri magħmul skond id-disposizzjonijiet statutarji dwar verifika għandu jiġi moqri quddiem is-Soċjetà f'Laqgħa Ġenerali u kull Membru jkun jista' jarah u skond il-liġi kull Membru jkollu dritt għal kopja tal-karta bilanċjali (inkluż kull dokument meħtieġ mil-liġi li jiġi anness magħha) u r-rapport ta' l-Awdituri.

Dividendi u Riżervi

120. Il-qliegħ tas-Soċjetà disponibbli bħala dividend u li jkun ġie deċiż li jiġi mqassam għandu jiġi applikat fil-ħlas ta' dividendi lill-Membri skond id-drittijiet u prioritajiet rispettivi tagħhom. Is-Soċjetà tista' b'Riżoluzzjoni Ordinarja tiddikjara dividendi konformement.

121. Ebda dividend ma għandu jitħallas ħlief mill-qliegħ tas-Soċjetà, jew f'ammont ikbar minn dak rakkomandat mill-Board.

122. Id-dividendi kollha għandhom jiġu dikjarati u mħallsa skond l-ammonti mħallsa fuq l-azzjonijiet li dwarhom jiġi mħallas id-dividend, iżda ebda ammont imħallas dwar azzjoni qabel ma jkun ġie msejjaħ ma għandu jitqies għall-finijiet ta' dan l-Artikolu bħala mħallas fuq l-azzjoni.

123. Id-dividendi kollha għandhom jiġu mqassma u mħallsa "pro rata" skond l-ammonti mħallsa jew kreditati bħala mħallsa fuq l-azzjonijiet ma' tul porzjon jew porzjonijiet miż-żmien li dwaru jiġi mħallas d-dividend; iżda, jekk azzjoni tinħareġ b'kondizzjonijiet li jipprovdu li għandha jkollha dritt għal dividend minn data partikulari jew li jkollha dritt għal dividendi dikjarati wara jew dikjarati wara data partikulari, dik l-azzjoni għandha jkollha dritt għal dividend konformement.

124. Any General Meeting declaring a dividend may, upon the recommendation of the Board, direct payment or satisfaction of such dividend wholly or partly by the distribution of specific assets and in particular of fully paid shares or debentures of any other company and the Board shall give effect to such direction. Where any difficulty arises in regard to such distribution, the Board may settle it as it thinks expedient, and in particular may issue fractional certificates and fix the value for distribution of such specific assets or any part thereof and may determine that cash payment shall be made to any Members upon the footing of the value so fixed in order to adjust the rights of those entitled to participate in the dividend, and may vest any such specific assets in trustees, upon trust for the Members entitled to the dividend, as may seem expedient to the Board.

125. The Board may from time to time pay to the Members such interim dividends as appear to the Board to be justified by the profits of the Company, and the Board may also pay the fixed dividend payable on any preferable shares of the Company half yearly or otherwise on fixed dates whenever such profits in the opinion of the Board justify that course.

126. The Board may, before recommending any dividend, set aside out of the profits of the Company and carry to reserve or reserves such sums as it may think proper, which shall, at the discretion of the Board, be applicable for meeting contigencies, or for the gradual liquidation of any debt or liability of the Company, or for repairing or maintaining the assets of the Company, or for equalising dividends, or for any other purpose to which the profits of the Company may properly be applied, and pending such application may, at the like discretion, either be employed in the business of the Company, or be invested in such investments (other than shares of the Company) as the Board may from time to time think fit. The Board may also, without placing the same to reserve, carry forward any profits which it may think prudent not to divide.

127. The Board shall transfer to share premium account as required by the law sums equal to the amount or value of any premiums at which any shares of the Company shall be issued. Subject to the provisions of the law the provisions of these articles relating to sums carried or standing to reserves shall be applicable to sums carried and standing to share premium account.

128. The Board may deduct from any dividend payable to any Members or in respect of a share all sums of money (if any) presently payable by him to the Company on account of calls or otherwise.

129. Subject to Articles 122 and 123 all dividends and interest shall belong and be paid (sub-

124. Laqgħa Ġenerali li tiddikjara dividend tista', fuq rakkomandazzjoni tal-Board, tordna li dak id-dividend jiġi mħallas jew sodisfatt għal kollox jew f'parti bit-tqassim ta' attiv speċifiku u b'mod partikulari b'azzjonijiet jew debentures imħallsa għal kollox ta' soċjetà oħra u l-Board għandu jagħti effett għal dik l-ordni. Meta tinqala' xi diffikultà dwar dak it-tqassim, il-Board jista' jirranġa l-kwistjoni kif jidhirlu li jaqbel, u b'mod partikulari jista' joħroġ ċertifikati frazzjonali u jiffissa l-valur għat-tqassim ta' dak l-attiv speċifiku jew ta' kull sehem minnu u jista' jiddeċidi li għandu jsir ħlas bi flus kontanti lil Membri fuq il-bażi tal-valur hekk fissat biex jaġġusta d-drittijiet ta' dawk li jkollhom dritt għal sehem fid-dividend, u jista' jagħti dak l-attiv speċifiku lil fiduċjarji, biex iżommuhom għall-Membri li jkollhom dritt għad-dividend, kif il-Board jista' jidhirlu li jaqbel.

125. Il-Board jista' minn żmien għal żmien iħallas lill-Membri dawk id-dividendi interim li l-Board jidhirlu ġustifikati mill-qliegħ tas-Soċjetà, u l-Board jista' wkoll iħallas id-dividend fiss li jkollu jitħallas fuq azzjonijiet ta' preferenza tas-Soċjetà kull sitt xhur jew xort'oħra f'dati fissi kull meta fil-fehma tal-Board il-qliegħ jiġġustifika li jsir dan.

126. Il-Board jista', qabel jirrikkmanda dividend, iqiegħed għalihom mill-qliegħ tas-Soċjetà jew jgħaddi għal riżerva jew riżervi dawk is-somom li hu jista' jidhirlu sewwa, li għandhom, fid-diskrezzjoni tal-Board, ikunu jistgħu jiġu applikati għal li jista' jinqala', jew biex jiġi likwidat gradatament xi dejn jew obbligazzjoni tas-Soċjetà, jew biex jiġu msewwija jew titteħed ħsieb il-manutenzjoni ta' attiv tas-Soċjetà, jew biex isiru dividendi ndaqs, jew għal kull fini ieħor li għalih il-qliegħ tas-Soċjetà jista' jiġi regolarment applikat, u sakemm jiġu hekk applikati jistgħu, fl-istess diskrezzjoni, jew jiġu impjegati fin-negozju tas-Soċjetà, jew jiġu investiti f'dawk l-investimenti (minbarra f'azzjonijiet tas-Soċjetà) kif il-Board jista' minn żmien għal żmien jidhirlu sewwa. Il-Board jista' wkoll, mingħajr ma jgħaddi dawk is-somom għal riżerva, jirriporta kull qliegħ li hu jista' jidhirlu prudenti li ma jiġix imqassam.

127. Il-Board għandu jittrasferixxi f'share premium account kif meħtieġ mil-liġi somom ugwali għall-ammont jew valur ta' premiums li bihom jinħarġu azzjonijiet tas-Soċjetà. Bla ħsara għad-disposizzjonijiet tal-liġi d-disposizzjonijiet ta' dawn l-Artikoli dwar somom mgħoddija għal jew li jinsabu f'riżerva għandhom japplikaw għal somom mgħoddija jew li jinsabu f'share premium account.

128. Il-Board jista' jnaqqas minn kull dividend li jkollu jitħallas lill-Membri jew dwar azzjoni dawk is-somom ta' flus kollha (jekk ikun hemm) li jkollhom jiġu mħallsa minnu lis-Soċjetà akkont ta' sejħat jew xort'oħra.

129. Bla ħsara għall-Artikoli 122 u 123 kull dividendi u mgħax għandhom jappartjenu u jiġu

ject to any lien of the Company) to those Members whose names shall be on the Register at the date at which such dividend shall be declared or at the date on which such interest shall be payable respectively, or at such other date as the Company may by Ordinary Resolution or in default thereof as the Board may determine, notwithstanding any subsequent transfer or transmission of shares.

130. The Board may pay the dividends or interest payable on shares in respect of which any person is by transmission entitled to be registered as holder to such person upon production of such certificate and evidence as would be required if such person desired to be registered as a member in respect of such shares.

131. No dividend or other moneys payable in respect of a share shall bear interest against the Company. All dividends unclaimed for one year after having been declared may be invested or otherwise made use of by the Board for the benefit of the Company until claimed. All dividends unclaimed for a period of twelve years after having been declared shall be forfeited and shall revert to the Company.

132. Any dividend may be paid by cheque or warrant sent throught the post to the address in the Register of the Member or person entitled thereto, and in the case of joint holders to any one of such joint holders or to such person and to such other address as the holder or joint holders may in writing direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent and shall be sent at the Member's risk, and payment of the cheque or warrant shall be a good discharge to the Company.

133. If several persons are entered in the Register as joint holders of any share, any one of them may give effectual receipts for any moneys payable in respect of the share.

Capitalisation of Profits

134. (1) The Company may, upon the recommendation of the Board, resolve that it is desirable to capitalise all or any part of the profits of the Company to which this article applies and accordingly that the Board be authorised and directed to appropriate the profits so resolved to be capitalised to the Members who would have been entitled thereto if distributed by way of dividend and in the same proportions.

(2) Subject to any direction given by the Company the Board shall make all appropriations and applications of the profits resolved to be capitalised by any such resolution, and such profits shall be applied by the Board on behalf of the Members holding Ordinary Shares either:

mħallsa (bla ħsara għal xi dritt privileġġat tas-Soċjetà) lil dawk il-Membri li isimhom ikun fir-Reġistru fid-data li fiha dak id-dividend jiġi dikjarat jew fid-data li fiha dak l-imgħax ikollu jitħallas rispettivament, jew f'dik id-data oħra li s-Soċjetà tista' b'Riżoluzzjoni Ordinarja jew finnuqqas ta' dik ir-Riżoluzzjoni li l-Board jista' jiddeċidi, minkejja kull trasferiment jew mogħdija ta' azzjonijiet li jsiru wara.

130. Il-Board jista' jħallas id-dividendi jew imgħax li jkollu jitħallas fuq azzjonijiet li dwarhom persuna jkollha dritt minħabba mogħdija li tiġi reġistrata bħala l-possessur lil dik il-persuna meta jiġu prodotti dak iċ-ċertifikat u xiehda li kienu jkunu meħtieġa li kieku dik il-persuna kienet tixtieq li tiġi reġistrata bħala Membru dwar dawk l-azzjonijiet.

131. Ebda dividend jew flus oħra li jkollhom jitħallsu dwar azzjoni ma jgħaddu bl-imgħax kontra s-Soċjetà. Dawk id-dividendi kollha li ma jiġux reklamati fi żmien sena wara li jkunu ġew dikjarati jistgħu jiġu mpjegati jew xort'oħra użati mill-Board għall-beneficċju tas-Soċjetà sakemm jiġu reklamati. Dawk id-dividendi kollha li ma jiġux reklamati fi żmien tnax-il sena wara li jkunu ġew dikjarati jiġu konfiskati u jerġgħu jsiru tas-Soċjetà.

132. Dividend jista' jiġi mħallas b'cheque jew warrant mibgħut bil-posta fl-indirizz li jidher fir-Reġistru tal-Membru jew persuna li jkollha dritt għalih, u fil-każ ta' ko-possessuri lil wieħed minn dawk il-ko-possessuri, jew lil dik il-persuna u f'dak l-indirizz ieħor kif jordnaw bil-miktub il-possessur jew il-ko-possessuri. Kull cheque jew warrant bħal dawn għandhom jinħarġu biex jiġu mħallsa lill-persuna li lilha jiġu mibgħuta u għandhom jintbagħtu għar-riskju tal-Membru, u l-ħlas taċ-cheque jew warrant ikun kwittanza favur is-Soċjetà.

133. Jekk diversi persuni jkunu mdaħħla fir-Reġistru bħala ko-possessuri ta' azzjoni, kull wieħed minnhom jista' jagħti riċevuta li tiswa għal kull flus li jkollhom jitħallsu dwar dik l-azzjoni.

Kapitalizzjoni tal-Qligħ

134. (1) Is-Soċjetà tista', fuq rakkomandazzjoni tal-Board, tiddeċidi li jkun ta' min jixtieq li tikkapitalizza kull jew kull sehem mill-qligħ tas-Soċjetà li għalih japplika dan l-Artikolu u allura li l-Board jiġi awtorizzat u ordnat li japproprja l-qligħ li jkun ġie deċiż li jiġi kapitalizzat lill-Membri li kien ikollhom dritt għalih li kieku tqassam bħala dividend u fl-istess proporzjonijiet.

(2) Bla ħsara għal kull ordni mogħti mis-Soċjetà l-Board għandu jagħmel l-approprijazzjonijiet u applikazzjonijiet kollha tal-qligħ li jkun ġie deċiż li jiġi kapitalizzat b'riżoluzzjoni bħal dik, u dak il-qligħ għandu jiġi applikat mill-Board f'isem il-Membri li jkollhom Azzjonijiet Ordinarji jew:

(a) In or towards paying up the amounts, if any, for the time being unpaid on any shares held by such Members respectively, or

(b) In paying up in full unissued shares, debentures or obligations of the Company, of a nominal amount equal to such profits, for allotment and distribution credited as fully paid up, to and amongst such Members in the proportion aforesaid,

or partly in one way and partly in the other; provided that the only purpose to which sums standing to capital redemption reserve fund or share premium account shall be applied pursuant to this Article shall be the payment up in full of unissued shares to be allotted and distributed as aforesaid.

(3) The Board shall have power after the passing of any such resolution:

(a) To make such provision (by the issue of fractional Certificates or by payment in cash or otherwise) as it thinks fit for the case of shares debentures or obligations becoming distributable in fractions; and

(b) To authorise any person to enter, on behalf of all the Members entitled thereto, into an agreement with the Company providing (as the case may require) either:

(i) For the payment up by the Company on behalf of such Members (by the application thereto of their respective proportions of the profits resolved to be capitalised) of the amounts remaining unpaid on their existing shares, or

(ii) For the allotment to such Members respectively, credited as fully paid up, of any further shares, debentures or obligations to which they may be entitled upon such capitalisation;

and any agreement made under such authority shall be effective and binding on all such members

(4) The Profits of the Company to which this Article applies shall be undivided profits of the Company not required for paying the Fixed Dividends on any preference shares or other shares issued on special conditions and shall include:

(a) Any profits arising from appreciation in capital assets (whether realised by sale or ascertained by valuation), and

(b) Any profits carried and standing to any reserve or reserves or to share premium or other special account.

Notices

135. Any Notice or document may be served by the Company on any Member either personally or by sending it through the post in a prepaid letter addressed to such Member at his address in the Register. In the case of joint holders of a share all Notices shall be given to that one

(a) biex jiġu mħallsa ammonti, jekk ikun hemm, fiż-żmien li jkun mhux imħallsa fuq azzjonijiet posseduti minn dawk il-Membri rispettivament; jew

(b) biex jiġu mħallsa għal kollox azzjonijiet, debentures jew obbligazzjonijiet tas-Soċjetà, mhux maħruġa ta' ammont nominali ugwali għal dan il-qliegħ, biex jiġu mqassma kreditati bħala mħallsa għal kollox lil u fost dawk il-Membri fil-proporzjon kif ingħad fuq,

jew biċċa mod u biċċa ieħor; b'dana li l-iskop waħdieni li għalih somom f'fond ta' riżerva għall-fidwa ta' kapital jew f'share premium account għandhom jiġu applikati skond dan l-Artikolu għandu jkun l-ħlas għal kollox ta' azzjonijiet mhux maħruġa biex jiġu mqassma kif ingħad fuq.

(3) Il-Board ikollu s-setgħa wara li tgħaddi dik ir-riżoluzzjoni:

(a) li jieħu dawk il-passi (bil-ħruġ ta' ċertifikati frazzjonali jew bi ħlas fi flus kontanti jew xort'oħra) kif jidhirlu sewwa fil-każ ta' azzjonijiet, debentures jew obbligazzjonijiet li jsir ikollhom jitqassmu fi frazzjonijiet;

(b) li jawtorizza persuna biex tagħmel, f'isem il-membri li jkollhom dritt għaldaqshekk, ftehim mas-Soċjetà li jaħseb (skond ma jkun jeħtieġ il-każ) jew:

(i) għall-ħlas mis-Soċjetà f'isem dawk il-Membri (billi tapplika għaldaqshekk il-proporzjonijiet rispettivi tagħhom mill-qliegħ li jkun ġie deċiż li jiġi kapitalizzat) ta' l-ammonti li jkunu baqgħu mhux imħallsa fuq l-azzjonijiet tagħhom eżistenti, jew

(ii) għat-tqassim lil dawk il-Membri rispettivament, kreditati bħala mħallsa għal kollox, azzjonijiet, debentures jew obbligazzjonijiet oħra li għalihom huma jista' jkollhom dritt wara dik il-kapitalizzazzjoni;

u kull ftehim magħmul taħt dik l-awtorità għandu jkollu effett u jorbot lil dawk il-Membri kollha.

(4) Il-qliegħ tas-Soċjetà li għalih japplika dan l-Artikolu għandu jkun kull qliegħ mhux imqassam tas-Soċjetà li ma jkunx meħtieġ biex jiġu mħallsa dividendi fissi fuq azzjonijiet ta' preferenza jew azzjonijiet oħra maħruġa b'kondizzjonijiet speċjali u għandu jinkludi:

(a) kull qliegħ li jiġi minn żjieda fil-valur ta' l-attiv kapitali (sew rikavat minn bejgħ jew aċċertat b'valutazzjoni), u

(b) kull qliegħ riportat u kreditat lil riżerva jew riżervi jew lil share premium account jew xi kont ieħor speċjali.

Avviżi

135. Avviż jew dokument jista' jiġi notifikat mis-Soċjetà lil Membru jew personalment jew billi jiġi mibgħut bil-posta f'ittra mħallsa minn qabel indirizzata lil dak il-Membru fl-indirizz tiegħu kif jidher fir-Reġistru. Fil-każ ta' ko-possessuri ta' azzjoni l-avviżi kollha għandhom jin-

of the joint holders whose name stands first in the Register, and notice so given shall be sufficient notice to all the joint holders.

136. Any Member whose address in the Register is not within Malta who shall from to time give the Company an address within Malta at which Notices may be served upon him, shall be entitled to have Notices served upon him at such address.

137. Any Notice or other document, if served by post, shall be deemed to have been served on the day following that on which the letter containing the same is posted, and in proving such service it shall be sufficient to prove that the letter containing the Notice or document was properly addressed, stamped and posted.

138. Any notice or documents sent by post to, or left at the address in the Register of, any Member in pursuance of these articles shall, notwithstanding such Member be then deceased or Bankrupt, and whether or not the Company has notice of his death or Bankruptcy, be deemed to have been duly served in respect of any share whether held solely or jointly with other persons by such Member until some other person be registered in his stead as holder or joint holder thereof, and such service shall for all purposes be deemed at sufficient service of such notice or document on all persons interested (whether jointly with or as claiming through or under him) in such share.

139. 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 share which, previously to his name and address being entered in the Register, shall have been duly given to the person from whom he derives his title to such share.

Winding Up

140. If the Company shall be wound up, the Liquidator may, with the sanction of an extraordinary resolution of the contributories, divide amongst the contributories in specie the whole or any part of the assets of the Company, and may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories as the Liquidator with the like sanction shall think fit.

141. The power of sale of a Liquidator shall include a power to sell wholly or partially for shares or debentures, or other obligations of another Company, either then already constituted, or about to be constituted for the purpose of carrying out the sale.

għataw lil dak fost il-ko-possessuri li ismu jidher l-ewwel fir-Reġistru, u avviż hekk mogħti jitqies avviż biżżejjed lill-ko-possessuri kollha.

136. Membru, li l-indirizz tiegħu li jidher fir-Reġistru ma jkunx f'Malta, li minn żmien għal żmien jagħti lis-Soċjetà indirizz f'Malta li fih jista' jiġi notifikat b'avviżi, ikollu dritt li jiġi notifikat b'avviżi f'dak l-indirizz.

137. Avviż jew dokument, jekk notifikat bil-posta, għandu jitqies li jkun ġie notifikat l-għada ta' meta l-ittra li jkun fiha dak l-avviż tiġi mpustata, u biex tiġi pruvata dik in-notifika jkun biżżejjed li tipprova li l-ittra li kien fiha l-avviż jew dokument ġiet indirizzata, imbullata u mpustata kif għandu jkun.

138. Avviż jew dokument mibgħut bil-posta lil, jew imħolli fl-indirizz ta' Membru li jidher fir-Reġistru skond dawn l-Artikoli għandu, minkejja li dak il-Membru ikun miet jew falla, u sew jekk is-Soċjetà tkun irċeviet avviż tal-mewt jew falliment tiegħu kemm jekk le, jitqies li jkun ġie notifikat kif għandu jkun dwar azzjoni posseduta minn dak il-Membru waħdu jew flimkien ma' persuni oħra sakemm persuna oħra tiġi reġistrata minflokú bħala possessur jew ko-possessur ta' dik l-azzjoni, u dik in-notifika għandha għall-finijiet kollha titqies notifika biżżejjed ta' dak l-avviż jew dokument lill-persuni kollha interessati f'dik l-azzjoni (sew flimkien ma' jew bħala li qed jirreklamaw permezz ta' dak il-Membru).

139. Kull persuna li b'liġi, trasferiment jew kull mezz ieħor li jkun isir ikollha jedd għal azzjoni tkun marbuta b'kull avviż dwar dik l-azzjoni li, qabel ma l-isem u l-indirizz tagħha ġie mdaħħal fir-Registru, ingħata kif għandu jkun lill-persuna li mingħandha jiġi t-titolu tagħha għal dik l-azzjoni.

Likwidazzjoni

140. Jekk is-Soċjetà tiġi likwidata, l-Istralċjarju jista', bl-approvazzjoni ta' Riżoluzzjoni Straordinarja tal-kontribwenti, iqassam fost il-kontribwenti in specie l-attiv kollu tas-Soċjetà jew kull sehem minnu, u jista', bl-istess approvazzjoni, jgħaddi dak l-attiv kollu jew kull sehem minnu lil fiduċjarji biex iżommuhom għall-benefiċċju tal-kontribwenti kif l-Istralċjarju bl-istess approvazzjoni jidhirlu sewwa.

141. Is-setgħa tal-bejgħ ta' l-Istralċjarju għandha tinkludi s-setgħa li jbiegħ l-azzjonijiet jew debentures jew obbligazzjonijiet oħra ta' soċjetà oħra jew sehem minnhom, jew li f'dak iż-żmien tkun ġa mwaqqfa jew li tkun se tiġi mwaqqfa, biex ikun jista' jsir il-bejgħ.

Indemnity

142. The Directors, Managers, Auditors, Secretary and other Officers of the Company shall be indemnified out of its assets against all liability incurred by them as such in defending any proceedings, whether civil or criminal, in respect of alleged negligence, default, breach of duty or breach of trust, in which judgment is given in their favour, or in which they are acquitted or in connection with any application under any law in which relief is granted to them by the Court.

Interpretation

143. The terms "Extraordinary Resolution" and "Special Resolution" used in these Articles shall have the same meaning as is attributed to them by the United Kingdom Companies Act from time to time.

26th January, 1965.

(Signed) E. Fenech Adami

J. M. Shand on behalf of
International Life Insurance Co. (U.K.) Ltd.

(Iffirmati) J.M. Ganado, Advocate
witness to signatures
Dr J. Spiteri Maempel

A true copy of similar document enrolled in my Records of the 27th January, 1965.

This the 8th February, 1965.

(Signed) Not. J. Spiteri Maempel

Registry of Her Majesty's Superior Courts, this 16th day of February, 1965.

E. Sammut.
Dep. Registrar.

Indennizz

142. Id-Diretturi, Managers, Awdituri, Segretarju u uffiċjali oħra tas-Soċjetà għandhom jiġu indennizzati mill-attiv tagħha kontra kull obbligazzjoni li huma bħala tali jidħlu għaliha huma u jiddefendu proċeduri, sew ċivili kemm kriminali, dwar negliġenza, nuqqas, nuqqas fid-dmir jew ksur ta' fiduċja allegati, li fihom tingħata sentenza favur tagħhom, jew li fihom huma jiġu liberati jew f'konnessjoni ma' xi rikors taħt kull liġi li fih jingħataw xi "relief" mill-Qorti.

Tifsir

143. Il-kliem "Riżoluzzjoni Straordinarja" u "Riżoluzzjoni Speċjali" użati f'dawn l-Artikoli għandu jkollhom l-istess tifsir mogħti lilhom bil-United Kingdom Companies Act minn żmien għal żmien.

26 ta' Jannar, 1965.

(Iffirmati) E.Fenech Adami

J.M. Shand, f'isem
l-International Life Insurance Co. (U.K.) Ltd.

(Iffirmati) J.M. Ganado, Avukat
xhud tal-firem
Dr J. Spiteri Maempel

Kopja vera ta' dokument bħal dan imdaħħal fl-atti tiegħi tas-27 ta' Jannar, 1965.

Il-lum 8 ta' Frar, 1965.

(Iffirmat) Nut. J. Spiteri Maempel

Reġistru tal-Qrati Superjuri tal-Maestà Tagħha r-Reġina, il-lum 16 ta' Frar, 1965.

E. Sammut,
Dep. Reġistratur.

[502]

B'NOTA ppreżentata il-lum fil-Qorti tal-Kummerċ tal-Maestà Tagħha r-Reġina, Dr Spiridione Camilleri ġieb id-dokument hawn taħt miktub biex jiġi pubbl̥ikat skond il-fehma u r-rieda tal-Kodiċi tal-Kummerċ.

Il-lum erbgħa u għoxrin (24) ta' Lulju, elf disa' mija u erbgħa u sittin (1964).

Jidhru fuq din l-iskrittura Carlo Camilleri, Kuntrattur, bin il-mejtin Rocco u Gaetana née Monreal, joqgħod numru 75 Our Lady of Sorrows St., Birżebbuġa mill-banda l-waħda u mill-banda l-oħra Paolo u Agostino aħwa Magro, it-tnejn fil-kummerċ, bin il-mejtin Giovanni u Maddalena née Vella, imwildin u joqgħodu l-Qrendi, l-avukat Dottor Spiridion Camilleri bin l-mejjet Giuseppi u Angolina née Fenech, joqgħod f'numru 23, Mannarino Road, Birkirkara u l-avukat Dottor Albert Borg Olivier de Puget bin l-avukat Dottor Giuseppe u Helen née Lowell joqgħod Balzan li qed jidher bħala prokuratur ta' Salvatore Borg, kuntrattur, bin il-mejtin Carmelo u Grazia née Calleja, joqgħod 132, Main Street, Mellieħa, nominat bi prokura ġenerali li qed tiġi hawn annessa bħala Dok. "A".

Jippremettu li l-komparenti kollha għamlu u waqqfu bejniethom Soċjetà anomina in forza ta' l-iskrittura tal-ħmistax (15) ta' April ta' dina s-sena 1964 taħt l-isem ta' "The Malta Bitmac Company Limited" u bil-kondizzjonijiet f'dik l-iskrittura imsemmija.

Illi l-komparenti Carlo Camilleri għandu fl-imsemmija "Malta Bitmac Company Limited" mitt azzjoni (share) ta' mitt lira (£100) il-waħda, ossija tal-valur totali ta' għaxart elef lira (£10,000) liema valur huwa pjenament imħallas; *di più* l-istess komparenti Carlo Camilleri għandu kontra l-imsemmija "Malta Bitmac Company Limited" kreditu fl-ammont ta' tlett elef, tmien mija u ħamsa u tmenin lira (£3,885) li huwa kien ta b'titolu ta' self "brevi manu" lill-istess Kumpanija u kreditu ieħor dovut mill-istess Kumpanija lil dana Carlo Camilleri bħala prezz ta' xogħol tal-livellar tal-lokal fil-Mosta, imsejjaħ iċ-"Ċens tal-Qares", fejn kellu jiġi istallat im-pjant ta' "Asphalt-mixing" u ta' tlett kmamar tal-ħadid li l-istess Carlo Camilleri biegħ lil dik il-Kumpanija u li jinsab f'dak il-lokal.

Illi l-komparenti waslu għal ftehim bejniethom li bih il-komparenti Carlo Camilleri se jbiegħ u jittrasferixxi lill-komparenti l-oħra l-azzjonijiet (shares) kollha li huwa għandu fl-imsemmija "Malta Bitmac Company Limited" kif ukoll kull kreditu u pretensjoni oħra li huwa għandu kontra l-istess Kumpanija.

Għaldaqstant il-komparenti ġew għal dina l-iskrittura biex jagħtu effett lil dan il-ftehim u, għalhekk, in forza ta' din l-istess skrittura, il-komparenti Carlo Camilleri qiegħed jbiegħ u jittrasferixxi lill-komparenti Agostino u Paolo aħ-

Translation

BY MINUTE filed this day in Her Majesty's Commercial Court, Dr Spiridione Camilleri produced the following document for publication in accordance with and for the purposes of the Commercial Code:

This twentyfourth (24th) day of July, one thousand nine hundred and sixtyfour (1964).

By the present private writing the appearers Carlo Camilleri, a contractor, the son of the late Rocco and of the late Gaetana née Monreal, residing at number 75, Our Lady of Sorrows St., Birżebbuġa, of the one part and of the other part Paolo and Agostino brothers Magro, both in business, the children of the late Giovanni and of the late Maddalena née Vella, born and residing at Qrendi, Doctor Spiridion Camilleri, advocate, the son of the late Giuseppi and of Angolina née Fenech, residing at number 23, Mannarino Road, Birkirkara and Dr Albert Borg Olivier de Puget, advocate, the son of Doctor Giuseppe and of Helen née Lowell, residing at Balzan appearing hereon as attorney of Salvatore Borg, a contractor, the son of the late Carmelo and of the late Grazia née Calleja, residing at 132, Main Street, Mellieħa, appointed by a power of attorney which is being hereto annexed marked Doc. "A".

Premise that the appearers by an instrument dated the fifteenth (15th) April of the current year 1964 constituted and set up between them a commercial partnership under the style "The Malta Bitmac Company Limited" and under the conditions mentioned in the said instrument.

That the appearer Carlo Camilleri holds in the said "Malta Bitmac Company Limited" one hundred shares of one hundred pounds (£100) each, of the total value of ten thousand pounds (£10,000) which value has been fully paid up; moreover, the said appearer Carlo Camilleri is the creditor of the said "Malta Bitmac Company Limited" in the sum of three thousand eight hundred and eighty five pounds (£3,885) which he gave on loan *brevi manu* to the said Company and the said Company also owes the said Carlo Camilleri the price of levelling the site at Mosta known as "Ċens tal-Qares", where an asphalt mixing plant was to be installed and of three iron huts which the said Carlo Camilleri sold to the said Company and which are situated at the said site.

That the appearers have come to an agreement whereby the appearer Carlo Camilleri is to sell and transfer to the other appearers all his shareholdings in the said "Malta Bitmac Company Limited" as well as all his claims against the said Company.

Wherefore the appearers have come to the present instrument to give effect to such agreement and, therefore, by the present writing, the appearer Carlo Camilleri sells and transfers to the appearers Agostino and Paolo brothers Magro, wa Magro, Dottor Spiridion Camilleri u Dottor Albert Borg Olivier de Puget nomine li jaċċettaw u, fi proporzjonijiet ugwali bejniethom qegħdin jixtru u jakkwistaw 'il fuq imsemmija mitt azzjoni (share) tal-valur nominali ta' mitt lira (£100) il-waħda li l-komparenti Carlo Camilleri għandu fl-imsemmija "Malta Bitmac Company Limited", kif ukoll iż-żewġ krediti fuq riferiti u kull dritt u interess li l-istess Carlo Camilleri għandu kontra u/jew fl-imsemmija "Malta Bitmac Company Limited" u dana bil-prezz komplessiv u bonarjament miftiehem bejn il-partijiet ta' tmintax-il elf, tmien mija u ħamsa u tmenin lira (£18.885.0.0.) liema prezz qed jiġi issa stess imħallas lill-komparenti Carlo Camilleri li jiddikjara li qed jirċevih permezz ta' cheque numru H 4/2 15079 miġbud fuq Barclays Bank u tiegħu jħalli d-debita riċevuta b'dina l-istess skrittura.

Il-komparenti Agostino u Paolo aħwa Magro, Dottor Camilleri u Dottor Borg Olivier de Puget nomine qegħdin inoltre jħallsu lill-komparenti Carlo Camilleri li jaċċetta bi ħlas tal-prezz taxxogħol ta' livellar tal-lokal imsejjaħ iċ-"Ċens tal-Qares" il-Mosta, tat-tlett kmamar tal-ħadid u/jew aliminium u tal-pagi tal-watchmen sal-ħamsa u għoxrin (25) ta' Lulju, elf disa' mija u erbgħa u sittin (1964), is-somma ta' seba' mija u erbgħa u sittin lira, dsatax-il xelin (£764.19.0.), b'dana però illi Carlo Camilleri qed jobbliga ruħu minn issa stess li jagħti lura u jħallas lill-komparenti aħwa Magro, Dottor Camilleri u Dottor Albert Borg Olivier de Puget nomine, li jaċċettaw issomma ta' mija u sebgħin lira (£170) appena dawn it-tlett (3) kmamar tal-ħadid jew aliminium jiġu minnhom konsenjati lill-istess Carlo Camilleri fil-barriera tiegħu "ix-Xifer", limiti ta' Benghajsa; u illi l-istess Carlo Camilleri jirrifondi ukoll lillistess komparenti aħwa Magro, Dottor Camilleri u Dottor Borg Olivier de Puget nomine dak li jirriżulta esaġerat jew mhux mistħoqq mill-imsemmi ammont ta' seba' mija u erbgħa u sittin lira u dsatax-il xelin (£764. 19. 0.).

In vista tal-premess, il-komparenti Carlo Camilleri qed jobbliga ruħu taħt penali ta' sitt elef lira (£6.000. 0. 0.) pagabbli lil Malta Bitmac Company Limited fuq imsemmija, li huwa ma jista' ikollu ebda interess dirett jew indirett fix-xiri jew akkwist ieħor ta' impjant ta' apsħalt-mixing — l-istess Carlo Camilleri ma jkunx jista jagħmel xogħol ta' mixing ta' dan it-tip ta' tarmac li jsir fl-impjant tal-Kumpanija — u li jekk dan Carlo Camilleri jixtri jew jakkwista jew xjentement jgħin jew xjentement b'xi mod ieħor jkollu x'jaqsam f'li jiġi mixtri jew xort'oħra akkwistat impjant għall-produzzjoni tat-taħlita "Bitmac" jew f'li jsir xogħol ta' din it-taħlita huwa jinkorri l-penali fuq imsemmija u immedjatament jkun tenut iħallas lill-"Malta Bitmac Company Limited" l-imsemmija penali ta' sitt elef lira (£6.000.0.0.). Dana l-obbligu huwa limitat u validu għal perijodu oriġinali tas-Soċjetà ċioé salħmistax (15) ta' April, elf disa' mija u disa' u sittin (1969). Il-komparenti Carlo Camilleri ma jkunx prekluż li jixtri fi kwalunkwe żmien bħala "scrap" makkinarju simili, u lanqas li jixtri ttaħlita "Bitmac" mingħand kull min irid.

Doctor Spiridion Camilleri and Doctor Albert Borg Olivier de Puget nomine who accept and, in equal proportions between them, buy and acquire the aforesaid one hundred shares of the nominal value of one hundred pounds (£100) each which the appearer Carlo Camilleri holds in the said "Malta Bitmac Company Limited", as well as the aforesaid two claims and any right and interest which the said Carlo Camilleri has against and/or in the said "Malta Bitmac Company Limited" at the aggregate price voluntarily agreed upon between the parties of eighteen thousand eight hundred and eightyfive pounds (18.885.0.0.) which price is being presently paid to the appearer Carlo Camilleri who declares that he is receiving it by cheque number H 4/2 15079 drawn on Barclays Bank and for which he gives due receipt by this same instrument.

The appearers Agostino and Paolo brothers Magro, Doctor Camilleri and Doctor Borg Olivier de Puget nomine are moreover paying to the appearer Carlo Camilleri who accepts by way of payment of the price of levelling the site called "iċ-Ċens tal-Qares" at Mosta, of the three iron and/or aluminium huts and of the watchmen's wages up to the twentyfifth (25th) July, one thousand and sixtyfour (1964), the sum of seven hundred and sixtyfour pounds nineteen shillings (£764.19.0.), provided however that Carlo Camilleri undertakes as of now to refund to the appearers brothers Magro, Doctor Camilleri and Doctor Albert Borg Olivier de Puget nomine who accept, the sum of one hundred and seventy pounds (£170) as soon as the three (3) iron or aluminium huts are delivered by them to the said Carlo Camilleri at his "ix-Xifer" quarry, limits of Benghajsa; and that the said Carlo Camilleri will also refund to the said appearers brothers Magro, Doctor Camilleri and Doctor Borg Olivier de Puget nomine any sum which will result to have been paid in excess out of the amount of seven hundred and sixtyfour pounds nineteen shillings (£764.19.0).

In view of the foregoing, the appearer Carlo Camilleri undertakes on penalty of six thousand pounds (£6,000.0.0) payable to the aforesaid Malta Bitmac Company Limited, not to have any direct or indirect interest in the purchase or acquisition of asphalt mixing plant — the said Carlo Camilleri shall not carry out any mixing of tarmac of the kind prepared by the Company's plant — and that if the said Carlo Camilleri purchases or acquires or knowingly helps or in any other manner is knowingly involved in the purchase or acquisition of plant for the production of "Bitmac" mixture or in the production of such mixture he shall be liable to the aforesaid penalty and shall immediately be bound to pay to the "Malta Bitmac Company Limited" the said penalty of six thousand pounds (£6,000). Such undertaking is limited to and shall be valid for the original term of the Company that is to say up to the fifteenth (15th) April one thousand nine hundred and sixtynine (1969). The appearer Carlo Camilleri shall not be precluded from purchasing at any time such machinery as scrap, or from purchasing "Bitmac" mixture from whomsoever he wants.

Fl-aħħarnett qed jiġi għal kull fini u effett talliġi dikjarat li l-komparenti Carlo Camilleri ma għad baqalu ebda azzjoni (share), interess, dritt u/jew pretensjoni oħra fil u/jew kontra l-imsemmija "Malta Bitmac Company Limited" u anqas ebda obbligu lejha, billi dawn ġew minnha assunti.

Għal kull bon fini il-komparenti Carlo Camilleri qed jiddikjara li attwalment ma għandu ebda interess f'impjant ta' asphalt-mixing bħal dak tal-"Malta Bitmac Company Limited".

(Iffirmati) C. Camilleri
Agostino Magro
Paolo Magro
A. Borg Olivier de Puget
Dr S. Camilleri

(Iffirmat) Av. G.M. Camilleri,
xhud tal firmi.

Vera kopja ta' l-original transuntat fl-atti tiegħi tal-lum stess rilaxxata l-lum 13 ta' April, 1965.

(Iffirmat) Nut. Angelo Sammut, LL.D.

Dok. "B"

Illum tmienja u għoxrin (28) ta' Lulju, elf disa' mija u erbgħa u sittin (1964).

Jidhru fuq dina l-iskrittura Paolo Magro, filkummerċ bin il-mejtin Giovanni u Madalena nèe Vella, joqgħod numru 10, Tower Street, Qrendi; Agostino Magro, fil-kummerċ bin l-imsemmijin Giovanni u Madalena née Vella, joqgħod numru 5, Lourdes Street, Qrendi, l-avukat Dottor Spiridion Camilleri, bin il-mejjet Giuseppi, joqgħod 23, Mannarino Road, Birkirkara u Salvatore Borg, kuntrattur bin il-mejtin Carmelo u Grazia née Calleja, joqgħod numru 132, Main Street, Mellieħa mill-banda l-waħda u mill-banda l-oħra Giovanni Micallef, kuntrattur, bin il-mejtin Nicola u Angela née Saliba, joqgħod numru 37, St Margaret Street, Siġġiewi; Alfred Micallef, benestant, bin il-mejtin Joseph u Marianna née Sammut, joqgħod "Villa Dimech" Eucharistic Congress Street, Mosta u Joseph Fenech, fil-kummerċ, bin Francesco u Speranza née Buhagiar, joqgħod 218, Eucharistic Congress Street, Mosta.

Ippremettu li l-komparenti Paolo Magro, Agostino Magro, Dr Spiridion Camilleri u Salvatore Borg flimkien huma l-proprjetarji ta' l-azzjonijiet kollha tal-Malta Bitmac Company Limited li ġiet furmata u mwaqqfa fl-iskrittura tal-ħmistax (15) ta' April ta' din is-sena 1964, billi huma xtraw l-azzjonijiet (shares) kollha li kellu f'dik is-Soċjetà Carlo Camilleri, kif jirriżulta minn skrittura privata ta' l-erbgħa u għoxrin (24) ta' Lulju ta' din is-sena 1964 — liema azzjonijiet ossija shares flimkien jammontaw għal mitejn (200)

Finally it is being declared, for all ends and purposes of the law, that the appearer Carlo Camilleri has no further shares, interest, right and/or claims in and/or against the said "Malta Bitmac Company Limited" nor does he have any obligations towards it, whereas such obligations have been assumed by the said Company.

For all ends and purposes, the appearer Carlo Camilleri declares that at present he has no interest in any asphalt mixing plant similar to that of the "Malta Bitmac Company Limited".

(Signed) C. Camilleri
Agostino Magro
Paolo Magro
A. Borg Olivier de Puget
Dr S. Camilleri

(Signed) G.M. Camilleri, Adv.
witness to signatures.

A true copy of the original enrolled in my records of this day, issued this 13th day of April, 1965.

(Signed) Nut. Angelo Sammut, LL.D.

Doc. "B"

This twentyeighth (28th) day of July, one thousand nine hundred and sixtyfour (1964).

By the present private writing the appearers Paolo Magro, in business, the son of the late Giovanni and of the late Madalena née Vella, residing at number 10, Tower Street, Qrendi; Agostino Magro, in business, the son of the said Giovanni and Madalena née Vella, residing at number 5, Lourdes Street, Qrendi, Doctor Spiridion Camilleri, advocate, son of the late Giuseppi, residing at 23, Mannarino Road, Birkirkara, and Salvatore Borg, a contractor, the son of the late Carmelo and of the late Grazia née Calleja, residing at number 132, Main Street, Mellieha, of the one part and of the other part Giovanni Micallef, a contractor, the son of the late Nicola and of the late Angela née Saliba, residing at number 37, St Margaret Street, Siġġiewi; Alfred Micallef, of independent means, son of the late Joseph and of the late Marianna née Sammut, residing at "Villa Dimech", Eucharistic Congress Street, Mosta and Joseph Fenech, in business, the son of Francesco and of Speranza née Buhagiar, residing at 218, Eucharistic Congress Street, Mosta.

Premise that the appearers Paolo Magro, Agostino Magro, Dr Spiridion Camilleri and Salvatore Borg are jointly the owners of all the shares of the Malta Bitmac Company Limited which was constituted and set up by an instrument dated the fifteenth (15th) April of the current year 1964, as they have purchased all the shares formerly held in the said Company by Carlo Camilleri, as results from the private writing dated the twentyfourth (24th) July of the current year 1964 — which shares together amount to two "share" ta' mitt lira (£100) il-waħda (valur nominali) u huma mqassmin u posseduti minn l-imsemmija erba' komparenti hekk, ċioé, Paolo Magro jippossjedi erbgħa u sebgħin (74) azzjoni (share); Agostino Magro jippossjedi ħamsin (50) (share) azzjoni; Dr Spiridion Camilleri jippossjedi ħamsin (50) share u Salvatore Borg jippossjedi sitta u għoxrin (26) share.

Illi — kif ġa kienu ftehmu qabel illum — il-komparenti jridu li jiġu trasferiti tant mill-imsemmija azzjonijiet (shares) lil kull wieħed mill-komparenti Giovanni Micallef, Alfred Micallef u Joseph Fenech li jġib ottava parti (1/8) mit-totalità tax-shares (azzjonijiet) ta' l-imsemmija "Malta Bitmac Company Limited".

Għaldaqstant il-komparenti ġew għal din l-iskrittura sabiex jagħtu effett għall-ftehim imsemmi fil-paragrafu preċedenti u, għalhekk, in forza ta' din l-istess skrittura: (a) il-komparenti Paolo Magro qiegħed jittrasferixxi lill-komparenti Giovanni Micallef li jaċċetta u bil-prezz ta' erbat elef tmien mija u ħmistax-il lira (£4,815) qed jakkwista erbgħa u għoxrin (24) azzjoni (share) u l-komparenti Salvatore Borg qed jittrasferixxi lill-istess komparenti Giovanni Micallef li jaċċetta u bill-prezz ta' mitt lira (£100) qed jakkwista azzjoni (share) waħda mill-imsemmijin mitejn shares tal-Malta Bitmac Company Limited; (b) il-komparenti Agostino Magro qiegħed jittrasferixxi lill-komparenti Alfred Micallef li jaċċetta u bil-prezz ta' erbat elef disa' mija u ħmistax-il lira (£4,915) qed jakkwista ħamsa u għoxrin (25) azzjoni (share) mill-imsemmija mitejn azzjoni (share) tal-Malta Bitmac Company Limited; u (ċ) il-komparenti Dottor Spiridion Camilleri qiegħed jittrasferixxi lill-komparenti Joseph Fenech, li jaċċetta u bil-prezz ta' erbat elef, disa' mija u ħmistax-il lira (£4,915) qed jakkwista ħamsa u għoxrin azzjoni (share) mill-istess mitejn azzjoni (share) tal-Malta Bitmac Company Limited.

Għal kull bon fini qed jiġi dikjarat illi kull wieħed mill-komparenti Giovanni Micallef, Alfred Micallef u Joseph Fenech ħallsu l-imsemmi prezz ta' erbat elef, disa' mija u ħmistax-il lira (£4,915) per mezz ta' cheque favur (payable) Dottor Albert Borg Olivier de Puget u l-komparenti Dottor Spiridion Camilleri, li — kif kienu inkarikati jagħmlu — ħallsuhom fil-prezz taxxiri ta' l-azzjonijiet (shares) li ġew mixtrija mingħand Carlo Camilleri bl-iskrittura ta' l-24 ta' Lulju, 1964, fuq imsemmija.

Fl-aħħarnett qed jiġi dikjarat għal kull fini tajjeb illi issa, li saru t-trasferimenti ta' l-azzjonijiet b'dina l-iskrittura, l-imsemmijin mitejn (200) azzjoni ossija share tal-"Malta Bitmac Company Limited" huma posseduti kif jingħad hawn taħt cioé; Paolo Magro jippossjedi ħamsin (50) minn dawn ix-shares; Agostino Magro jippossjedi ħamsa u għoxrin (25), mill-istess shares; Dottor Spiridion Camilleri jippossjedi ħamsa u għoxrin (25) minn dawn ix-shares; Salvatore Borg jippossjedi ħamsa u għoxrin (25) mill-istess shares; Giovanni Micallef għandu ħamsa u għoxrin (25) mill-istess shares; Alfred Micallef jippossjedi

hundred (200) shares of the nominal value of one hundred pounds (£100) each and are allotted to and held by the said four appearers as follows: Paolo Magro holds seventy four (74) shares; Agostino Magro holds fifty (50) shares; Dr Spiridion Camilleri holds fifty (50) shares and Salvatore Borg holds twentysix (26) shares.

That — as had been previously agreed — it is the desire of the appearers that one eighth (⅛th) of the total number of shares of the said "Malta Bitmac Company Limited" be transferred to each of the appearers Giovanni Micallef, Alfred Micallef and Joseph Fenech.

Wherefore the appearers have come to the present writing to give effect to the agreement mentioned in the preceding paragraph and, therefore, in virtue of the present writing: (a) the appearer Paolo Magro transfers to the appearer Giovanni Micallef who accepts and at the price of four thousand eight hundred and fifteen pounds (£4,815) acquires twenty four (24) shares and the appearer Salvatore Borg transfers to the appearer Giovanni Micallef who accepts and at the price of one hundred pounds (£100) acquires one share from the said two hundred shares of the Malta Bitmac Company Limited; (b) the appearer Agostino Magro transfers to the appearer Alfred Micallef who accepts and at the price of four thousand nine hundred and fifteen pounds (£4,915) acquires twentyfive (25) shares of the said two hundred shares of the Malta Bitmac Company Limited; and (c) the appearer Doctor Spiridion Camilleri transfers to the appearer Joseph Fenech who accepts and at the price of four thousand nine hundred and fifteen pounds (£4,915) acquires twenty five shares of the said two hundred shares of the Malta Bitmac Company Limited.

It is being declared, for all ends and purposes, that each of the appearers Giovanni Micallef, Alfred Micallef and Joseph Fenech have paid the said price of four thousand nine hundred and fifteen pounds (£4,915) by a cheque payable to Doctor Albert Borg Olivier de Puget and the appearer Doctor Spiridion Camilleri who — as they had been directed to do — have paid the said money in settlement of the price of the aforesaid shares purchased from Carlo Camilleri by a writing dated the 24th July, 1964.

Finally it is declared, for all ends and purposes, that now that the said shares have been transferred in virtue of the present writing, the said two hundred (200) shares of the "Malta Bitmac Company Limited" are held as follows; Paolo Magro holds fifty (50) of the said shares; Agostino Magro holds twentyfive (25) of the said shares; Doctor Spiridion Camilleri holds twentyfive (25) of the said shares; Salvatore Borg holds twentyfive (25) of the said shares; Giovanni Micallef holds twentyfive (25) of the said shares; Alfred Micallef holds twentyfive (25) of the said shares and Joseph Fenech holds twentyfive (25) ħamsa u għoxrin (25) mill-imsemmijin shares u Joseph Fenech jippossjedi ħamsa u għoxrin (25) mill-istess shares; fi kl.em ieħor l-imsemmijin azzjonijiet (shares) huma posseduti kwantu għal ħamsin (50) mill-komparenti Paolo Magro u kwantu għal ħamsa u għoxrin (25) kull wieħed mis-sitt komparenti l-oħra.

(Iffirmati) Agostino Magro
Alfred Micallef
G. Micallef
Paolo Magro
J.C. Fenech
Salvu Borg
Dottor S. Camilleri

Dottor Albert Borg Olivier de Puget
(xhud tal-firem u identità)

Vera kopja ta' l-oriġinal transuntat fl-atti tiegħi tal-lum stess rilaxxata l-lum 13 ta' April, 1965.

(Iffirmat) Nut. Angelo Sammut, LL.D.

Dok. "Ċ"

Il-lum, 10 ta' April, 1965.

Jidhru fuq dina l-iskrittura privata, Paolo Magro, fil-kummerċ, bin il-mejtin Giovanni u Maddalena née Vella, joqgħod numru 10, Tower Street, Qrendi; (2) Agostino Magro, fil-kummerċ, bin il-mejtin Giovanni u Maddalena née Vella, joqgħod numru 5, Lourdes Street, Qrendi; (3) Salvatore Borg, kuntrattur, bin il-mejtin Carmelo u Grazja née Calleja, joqgħod numru 139, Main Street Mellieħa; (4) Dottor Spiridione Camilleri, bin il-mejet Giuseppe u Angiolina née Fenech, joqgħod numru 23, Mannarino Road, Birkirkara; (5) Giovanni Micallef, kuntrattur bin il-mejtin Nicola u Angela née Saliba, joqgħod numru 37, St Margaret Street, Siġġiewi; (6) Joseph Fenech, fil-kummerċ, bin Francesco u Speranza née Buhagiar, joqgħod numru 218, Eucharistic Congress Street, Mosta; u (7) Alfred Micallef, benestant, bin il-mejtin Joseph u Marianna née Sammut, joqgħod "Villa Dimech", Eucharistic Congress Street, Mosta — dawn kollha bħala l-uniċi azzjonisti tal-"Malta Bitmac Company Limited" — u l-lum, imlaqqgħin f'Seduta Ġenerali ta' l-imsemmija kumpanija għall-iskopijiet infraskritti, qegħdin unanimament jiddeċidu u jiftehmu illi l-iskrittura tal-15 ta' April, tas-sena elf disa' mija u erbgħa u sittin (1964) li biha ġiet imwaqqfa l-kumpanija, tiġi emendata billi, immedjatament wara l-Artikolu numru wieħed (1) ta' l-imsemmija skrittura, jiġu miżjuda l-Artikoli li ġejjin, u cioé: —

(1) (a) Il-Kumpanija hija kumpanija privata.

(1) (b) Il-Membri tal-kumpanija jkunu limitati għal ħamsin (50); f'każ li l-kumpanija toħroġ debentures dawn m'għandhomx joħorġu fa-

of the said shares; in other words the said shares are held as to fifty (50) shares by the appearer Paolo Magro and as to twentyfive (25) shares by each of the other six appearers.

(Signed) Agostino Magro
Alfred Micallef
G. Micallef
Paolo Magro
J.C. Fenech
Salvu Borg
Doctor S. Camilleri

(Signed) Doctor Albert Borg Olivier de Puget
(witness to signatures and identity)

A true copy of the original enrolled in my records of this day, issued this 13th day of April, 1965.

(Signed) Not. Angelo Sammut, LL.D.

Doc. "C"

This 10th day of April, 1965.

By the present private writing the appearers Paolo Magro, in business, the son of the late Giovanni and of the late Maddalena née Vella, residing at number 10, Tower Street, Qrendi; (2) Agostino Magro, in business, the son of the late Giovanni and of the late Maddalena née Vella, residing at No. 5, Lourdes Street, Qrendi; (3) Salvatore Borg, a contractor, the son of the late Carmelo and of the late Grazja née Calleja, residing at no. 139, Main Street, Mellieha; (4) Doctor Spiridione Camilleri, the son of the late Giuseppe and of Angiolina née Fenech, residing at number 23, Mannarino Road, Birkirkara; (5) Giovanni Micallef, a contractor, the son of the late Nicola and of the late Angela née Saliba, residing at number 37, St Margaret Street, Siġġiewi; (6) Joseph Fenech, in business, the son of Francesco and Speranza née Buhagiar, residing at number 218, Eucharistic Congress Street, Mosta; and (7) Alfred Micallef, of independent means, the son of the late Joseph and Marianna née Sammut, residing at "Villa Dimech" Eucharistic Congress Street, Mosta — being the sole shareholders of the "Malta Bitmac Company Limited" — in a general meeting of the said company convened for the following purposes, unanimously decide and agree that the writing of the 15th April of the year one thousand nine hundred and sixtyfour (1964) constituting the said Company, be amended by the addition of the following Articles immediately after Article one (1) of the said writing:

(1) (a) The Company is a private company.

(1) (b) The number of members of the company is limited to fifty (50); if the company issues debentures it shall in no case issue

vur aktar minn ħamsin (50) persuna u l-kumpanija ma tippermittix trasferimenti ta' dawn id-"debentures" b'mod li d-detenturi tagħhom jeċċedu l-ħamsin (50);

(1) (c) Hija ipprojbita kull stedina lill-pubbliku biex jissottoskrivi għal xi azzjonijiet jew "debentures" tal-kumpanija.

(Iffirmati) Avv. S. Camilleri
Alfred Micallef
Salvatore Borg
G. Micallef
Agostino Magro
J. Fenech
Paolo Magro

Avv. Borg Olivier de Puget
xhud tal-firem u identità.

Vera kopja ta' l-oriġinal transuntat fl-atti tiegħi tal-lum stess rilaxxata l-lum 13 ta' April, 1965.

(Iffirmat) Nut. Angelo Sammut, LL.D.

Registru tal-Qrati Superjuri tal-Maestà Tagħha r-Reġina, il-lum 13 ta' April, 1965.

ANT. TONNA,
Dep. Reġistratur.

them to more than fifty (50) persons and the company shall not allow transfers of such debentures which would cause the number of debenture holders to exceed fifty (50).

(1) (c) Any invitation to the public to subscribe shares or debentures of the company is prohibited.

(Signed) S. Camilleri, Adv.
Alfred Micallef
Salvatore Borg
G. Micallef
Agostino Magro
J. Fenech
Paolo Magro

A. Borg Olivier de Puget, Adv.
witness to signatures and identity.

A true copy of the original enrolled in my records of this day and issued this 13th day of April, 1965.

(Signed) Not. Angelo Sammut, LL.D.

Registry of Her Majesty's Superior Courts, this 13th day of April, 1965.

ANT. TONNA,
Dep. Registrar.

[503]

B'DIGRIET mogħti mill-Qorti tal-Kummerċ tal-Maestà Tagħha r-Reġina, fid-29 ta' Novembru, 1965, fuq rikors tan-Nobbli Guido Sant Fournier għad-ditta "B Tagliaferro and Sons" ġie iffissat il-jum tat-Tlieta 11 ta' Jannar, 1966, mid-9 a.m. sa nofsinhar għall-bejgħ fl-irkant (li kien ġie ordnat b'sentenza tad-29 ta' Jannar, 1965, fil-kawża fl-ismijiet "Nobbli Guido Sant Fournier noe - vs - Charles Vella noe et,") li għandu jsir fil-kuritur ta' dawn il-Qrati tal-fondi hawn taħt imsemmija li jappartjenu lill-eredità ġjaċenti ta' Leone Formosa u lil Josephine mart Charles Vella, Lino sive Emmanuele Formosa Francis Formosa, Angelica mart Paul Zammit, Helen Formosa u Mary mart Joseph Darmanin, fil-kwalità tagħhom ta' kuraturi "de jure" tal-wirt ta' ommhom Carmela Formosa.

1. L-utili dominju temporanju għaż-żmien li fadal minn 100 sena li bdew igħaddu mill-1 ta' Marzu, 1950, tal-fond numru 3, Valletta Road, Paola, sovrappost għal beni oħra, għandu twieqi jħarsu ġo beni oħra, u għandu komunjoni ta' drenaġġ, soġġett għal £11 ċens fis-sena għaż-żmien fuq imsemmi, stmat li jiswa £960.

2. L-utili dominju temporanju għaż-żmien li fadal minn 100 sena li bdew igħaddu mill-1 ta' Marzu, 1950, tal-garage numru 3A, Valletta Road, Paola, bl-avvjament attrezzi u liċenzi relativi, sottopost għal beni oħ a, suġġett għal £19 ċens fis-sena għaż-żmien fuq imsemmi, stmat li jiswa £1700.

N.B. L-imsemmija fondi jinbiegħu bħalma ġew deskritti mill-A.I.C. Donald Despott, fir-relazzjoni tiegħu maħlufa fit-3 ta' Mejju, 1965.

Reġistru tal-Qrati Superjuri tal-Maestà Tagħha r-Reġina, illum 29 ta' Novembru, 1965.

V. BORG GRECH,
Assistent Reġistratur.

Translation.

BY DECREE given by Her Majesty's Commercial Court, on the 29th November, 1965 on the application of the Noble Guido Sant Fournier on behalf of the firm "B. Tagliaferro and Sons" Tuesday, 11th January, 1966, from 9 a.m. to twelve noon, has been fixed for the sale by auction (ordered by a judgment given on the 29th January, 1965, in re "The Noble Guido Sant Fournier noe vs Charles Vella noe et"), to be held in the corridor of the buildings of these Courts, of the following tenements belonging to the vacant inheritance of Leone Formosa and to Josephine the wife of Charles Vella, Lino sive Emmanuele Formosa, Francis Formosa, Angelica the wife of Paul Zammit, Helen Formosa and Mary the wife of Joseph Darmanin, in their capacity as curators "de jure" of the inheritance of their mother Carmela Formosa.

1. The temporary utile dominium for the remaining part of the period of 100 years which started to run on the 1st March, 1950, of tenement number 3 Valletta Road, Paola, overlying other property, having windows overlooking other property, and having drainage in common with other property, subject to the payment of £11 annual ground rent for the aforesaid period, valued £960.

2. The temporary utile dominium for the remaining part of the period of 100 years which started to run on the 1st March, 1950, of garage number 3A, Valletta Road, Pawla, including goodwill, equipment and relative licences, underlying other property subject to the payment of £19 annual ground rent for the aforesaid period, valued £1700.

N.B. The said tenements will be sold as described in the report sworn by Donald Despott, A. & C.E., on the 3rd May, 1965.

Registry of Her Majesty's Superior Courts, this 29th day of November, 1965.

V. BORG GRECH,
Assistant Registrar.

[504]

BY MINUTE filed this day in Her Majesty's Commercial Court, Dr Albert Ganado produced the following document for publication in accordance with and for the purposes of the Commercial Code:

By virtue of these presents the undersigned:—

Salvatore Guillaumier, in business, son of the late Paul and of the late Michelina née Aquilina, born at Hamrun and residing at Hamrun, "Mirmall House", Saint Joseph Road;

Raymond Mintoff, Assistant architect and Civil Engineer, son of Lawrence and of Concetta née Farrugia, born at Cospicua and residing at 'Marlor House", Xintill Street, Tarxien;

Frank Abela, in business, son of the late Joseph and of Theresa née Scicluna, born at Msida and residing at

Francis Dingli, in business, son of Emanuel and of Giuseppa née Psaila, born at Żabbar, residing at number three (No. 3) Quarries Lane, Santa Vennera.

Being associates in the Firm "Prestressed Concrete (Malta) Limited", wish to regulate in a better way their respective rights and interests and to conform with the new law regulating commercial partnerships.

Now therefore by these presents the appearers form and constitute between them a Limited Liability Company for the objects and under the name and conditions hereinafter prescribed:

1. The name of the Company is: "Prestressed Concrete (Malta) Limited".

2. The registered office of the Company shall be situated at number five hundred sixty-one (No. 561) Saint Joseph High Road, Hamrun, or at such other address as the Board of Directors may from time to time determine.

3. The objects for which the Company is established are:—

(a) To carry on the business of manufacturers and dealers in concrete in all its forms including prestressed, cellular, reinforced, mass and any other business which may seem to the Company to arise out of or be connected to this commodity.

(b) To carry on in all their respective branches all or any of the businesses of builders, masonry and general construction contractors and hauliers, quarry proprietors, stone and granite merchants, dealers and exporters and contractors,

(c) To construct, execute, carry out, equip, improve, work, develop, administer, manage or control public works and conveniencies of all kinds.

(d) To apply for, purchase or otherwise acquire any contracts, decrees and concessions, for or in relation to the construction, execution, carrying out, equipment, improvement, management, administration, control of public works and conveniencies, and to undertake, execute, carry out, dispose of, or otherwise turn to account the same,

Traduzzjoni

B'NOTA ppreżentata l-lum fil-Qorti tal-Kummerċ tal-Maestà Tagħha r-Reġina, Dr Albert Ganado ġieb id-dokument hawn taħt miktub biex jiġi pubblikat skond il-fehma u r-rieda tal-Kodiċi tal-Kummerċ:

Bis-saħħa tal-preżenti l-hawn taħt iffirmati:

Salvatore Guillaumier, fil-kummerċ, bin il-mejjet Paul u l-mejta Michelina née Aquilina, imwieled il-Ħamrun u joqgħod il-Ħamrun, "Mirmall House", Triq San Ġużepp;

Raymond Mintoff, Assistent Arkitett u Inġinier Ċivili, bin Lawrence u Concetta née Farrugia, imwieled Bormla u joqgħod "Marlor House", Triq Xintill, Ħal Tarxien;

Frank Abela, fil-kummerċ, bin il-mejjet Joseph u Teresa née Scicluna, imwieled l-Imsida u joqgħod

Francis Dingli, fil-kummerċ, bin Emanuel u Giuseppa née Psaila, imwieled Ħaż-Żabbar, joqgħod f'numru tlieta (Nru. 3), Sqaq il-Barrieri, Santa Vennera.

Li huma soċji fid-ditta "Prestressed Concrete (Malta) Limited", jixtiequ jirregulaw b'mod aħjar id-drittijiet u interessi rispettivi tagħhom u li juniformaw ruħhom mal-liġi l-ġdida li tirregula s-soċjetajiet kummerċjali.

Issa għaldaqshekk bil-preżenti l-kumparenti iwaqqfu u jikkostitwixxu Soċjetà Anonima għall-iskopijiet u bl-isem u l-kondizzjonijiet hawn taħt preskritti:

1. L-isem tas-Soċjetà hu: "Prestressed Concrete (Malta) Limited".

2. L-ufficċju reġistrat tas-Soċjetà ikun f'numru ħames mija u wieħed sittin (Nru. 561) Triq Irjali San Ġużepp, il-Ħamrun, jew f'dak l-indirizz ieħor kif il-Board tad-Diretturi jista' minn żmien għal żmien jiddeċidi.

3. L-iskopijiet li għalihom is-Soċjetà qed tiġi mwaqqfa huma:

(a) Li tmexxi n-negozju ta' fabbrikanti u neguzjanti ta' kull forma ta' konkrit inklużi prestressed, cellular, reinforced, mass u kull negozju ieħor li s-Soċjetà jista' jidhrilha li joħroġ minn jew li hu konness ma' l-istess oġġett.

(b) Li tmexxi fil-fergħat kollha rispettivi tagħhom kull jew uħud min-negozji ta' bennejja, kuntratturi u ġarriera fil-kostruzzjoni tal-ġebel u ġenerali, sidien ta' barrieri, neguzjanti, bejjiegħa u esportaturi u kuntratturi ta' ġebel u żonqor.

(ċ) Li tibni, tesegwixxi, tagħmel, tgħammar, ittejjeb, taħdem, tisviluppa, tamministra, tmexxi jew tikkontrolla kull xorta ta' xogħlijiet u kumditajiet pubbliċi.

(d) Li tapplika għal, tixtri jew xort'oħra takkwista kuntratti, digrieti u konċessjonijiet għal jew dwar il-bini, esekuzzjoni, l-egħmil, it-tagħmir, titjib, tmexxija, amministrazzjoni, kontroll ta' xogħlijiet u kumditajiet pubbliċi u li tidħol għalihom, tesegwihom, tagħmilhom, tiddisponi minnhom jew xort'oħra tagħmilhom iħallu qliegħ.

(e) To represent commercial firms dealing in building materials and to carry out the business of commercial agents.

(f) To buy, take on lease or hiring agreement or otherwise acquire, land or any other property, movable or immovable, or any interest in such property and to develop same or other wise turn the same to the advantage of the Company.

(g) To sell, lease, hypothecate or otherwise dispose of the whole or any part of the property, assets, or undertakings of the Company for such consideration as the Company may think fit and in particular for shares, whether fully or partly paid up, debentures or other securities of any other Company whether or not having objects altogether or in part similar to those of the Company.

(h) To borrow or raise or secure the payment of money for the purposes of or in connection with the Company's business.

(i) To invest the money of the Company in any manner that the Company may think fit.

(j) To distribute among the members of the Company in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction for the time being required by law.

(k) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, debentures and other negotiable instruments.

(l) To subscribe for, take, or otherwise acquire and hold shares, stock, debentures or other securities of any other Company or Government.

(m) To amalgamate, enter into partnership, or into any arrangement for sharing profits, union of interests, co-operation, joint adventure or reciprocal concession, or for limiting competition with any person, partnership or association carrying on or engaged in any business or transaction which the Company is authorised to carry on or engage in, or which can be carried out in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the Company.

(n) To enter into any arrangement with any Government or Authority that may seem conducive to the objects of the Company or any of them, and to obtain from such Government or Authority any rights, privileges, charters, contracts, licences and concessions which the Company may think it desirable to obtain and to carry out, exercise, and comply therewith.

(o) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

The objects specified in each of the paragraphs of this clause shall be regarded as independent objects, and accordingly shall in no way be limited or restricted by reference to or inference from

(e) Li tirrappreżenta ditti kummerċjali li jinnegozjaw f'materjali tal-bini u li tmexxi n-negozju ta' aġenti kummerċjali.

(f) Li tixtri, tieħu b'ċens jew kiri jew xort'oħra takkwista art jew kull proprjetà oħra, mobbli jew immobbli, jew kull interess f'dik il-proprjetà u li tisviluppahom jew xort'oħra tagħmilhom ikunu ta' vantaġġ għas-soċjetà.

(ġ) Li tbiegħ, tikri, tipoteka jew xort'oħra tiddisponi minn kull jew minn kull sehem mill-proprjetà, attiv jew imprejjeż tas-Soċjetà għal dak il-korrispettiv kif is-Soċjetà jista' jidhrilha sewwa u b'mod partikulari għal azzjonijiet, imħallsa għal kollox jew mhux għal kollox, debentures jew titoli oħra ta' soċjetà oħra jkollha jew ma jkollhiex skopijiet li jixbħu għal kollox jew f'parti dawk ta' din is-Soċjetà.

(ħ) Li tissellef jew tipprokura jew tassigura l-ħlas ta' flus għall-finijiet ta' jew f'konnessjoni man-negozju tas-Soċjetà.

(i) Li tinvesti l-flus tas-Soċjetà b'kull mod li s-Soċjetà jidhrilha sewwa.

(j) Li tqassam fost il-membri tas-Soċjetà in specie kull proprjetà tas-Soċjetà, jew kull rikavat mill-bejgħ jew tneħħija ta' proprjetà tas-Soċjetà, iżda b'dana li ebda tqassim li jammonta għal tnaqqis tal-kapital ma jsir mingħajr l-approvazzjoni fiż-żmien li jkun meħtieġa mil-liġi.

(k) Li toħroġ, tagħmel, taċċetta, tiġġira, tiskonta, tesegwixxi u toħroġ obbligazzjonijiet, kambjali, poloz tal-karigu, debentures u titoli oħra negozjabbli.

(l) li tissottoskrivi għal, tieħu, jew xorta oħra takkwista u tippossjedi azzjonijiet, stock, debentures jew titoli oħra ta' Soċjetà oħra jew tal-Gvern.

(m) Li tamalgama, tidħol f'soċjetà jew f'arranġament għal qsim ta' qliegħ, għaqda ta' interessi, ko-operazzjoni, joint adventure jew konċessjoni reċiproka, jew biex tillimita l-konkorrenza ma' kull persuna, soċjetà jew għaqda li tkun tmexxi jew tagħmel xi negozju jew transazzjoni li s-Soċjetà hi awtorizzata li tmexxi jew tagħmel, jew li tista' tiġi mmexxija flimkien magħhom jew li tkun tista' tiġi mmexxija b'mod li direttament jew indirettament tibbenefika s-Soċjetà.

(n) Li tidħol f'arranġament ma' Gvern jew Awtorità li jista' jwassal għall-iskopijiet tas-Soċjetà jew uħud minnhom, u li takkwista mingħand dak il-Gvern jew Awtorità drittijiet, privileġġi, charters, kuntratti, liċenzi u konċessjonijiet li s-Soċjetà jista' jidhrilha ta' min jixtieq li takkwista u li tmexxihom, tħaddimhom u tagħmel kif jingħad fihom.

(o) Li tagħmel dawk l-affarijiet oħra kollha li jistgħu jitqiesu inċidentali jew li jwasslu biex jintlaħqu l-iskopijiet fuq imsemmija jew uħud minnhom.

L-iskopijiet imsemmija f'kull wieħed mill-paragrafi ta' din il-klawsola għandhom jitqiesu bħala skopijiet indipendenti, u allura ma għandhom bl-ebda mod jiġu limitati jew ristretti b'rithe terms of any other paragraph (or the name of the Company), but may be carried out in as full and ample manner and construed in as wide a sense as if each of the said paragraphs defined the objects of a separate and distinct Company.

4. The liability of the members is limited in the case of each member to the amount, if any, unpaid, on the share or shares in the Company, which he holds.

5. (a) The authorised share capital of the company is the sum of forty thousand pounds (£40,000) divided into forty thousand (40,000) ordinary shares of one pound each.

(b) The issued capital of the Company is the sum of sixteen thousand pounds (£16,000) divided into sixteen thousand (16,000) ordinary shares of one pound (£1) each, allotted, subscribed and fully paid-up as follows:—

Salvatore Guillaumier four thousand (4,000) shares	£4,000
Raymond Mintoff four thousand (4,000) shares	£4,000
Frank Abela four thousand (4,000) shares	£4,000
Francis Dingli four thousand (4,000) shares	£4,000
Total sixteen thousand pounds ...	£16,000

(c) The remaining shares and all new shares shall be offered to the members in proportion to the existing shares held by them, and such offer shall be made by notice specifying the number of shares to which the member is entitled and limiting a time within which the offer, if not accepted will be deemed to be declined; and after the expiration of such time, or on receipt of an intimation from the members to whom such notice is given, that he declines to accept the shares offered, the Directors may dispose of the same in such manner as they think most beneficial to the Company.

6. No member shall be entitled to transfer any share otherwise than in accordance with the following provisions:

(a) a member desirous of selling his shares or any of them (hereinafter called "the selling member") shall give notice (hereinafter called "the notice of sale") to the Directors of the Company containing an offer to sell the same, and stating the number of shares which he desires to sell and the price which he is willing to accept for such shares.

(b) The Directors shall thereupon send to each of the other members of the Company a circular containing the same particulars and naming a day (being fourteen days after the service on him of the notice of sale) on or before which offers to purchase the same will be received. If on or before the day so named, offers to purchase all or any of the shares referred to in the notice of sale at the price named shall be received from members by the Directors, the Directors shall, as agents for the selling member

ferenza għal jew b'inferenza mid-disposizzjonijiet ta' xi paragrafu ieħor (jew l-isem tas-Soċjetà), iżda jistgħu jiġu mmexxija b'mod sħiħ u ampju u mifhuma f'sens wiesgħa bħallikieku kull wieħed minn dawk il-paragrafi kien ifisser l-iskopijiet ta' Soċjetà separata u distinta.

4. Ir-responsabbiltà tal-membri hi limitata filkaż ta' kull membru għall-ammont, jekk ikun hemm, mhux imħallas fuq l-azzjoni jew azzjonijiet li hu jkollu fis-Soċjetà.

5. (a) Il-kapital f'azzjonijiet awtorizzat tas-Soċjetà hu s-somma ta' erbgħin elf lira (£40,000) maqsum f'erbgħin elf (40,000) azzjoni ordinarja ta' lira l-waħda.

(b) Il-kapital maħruġ tas-Soċjetà hu s-somma ta' sittax-il elf lira (£16,000) maqsum f'sittax-il elf (16,000) azzjoni ordinarja ta' lira (£1) il-waħda, mqassma, sottoskritti u mħallsa għal kollox kif ġej:

Salvatore Guillaumier erbat elef (4,000) azzjoni	£4,000
Raymond Mintoff erbat elef (4,000) azzjoni	£4,000
Frank Vella erbat elef (4,000) azzjoni	£4,000
Francis Dingli erbat elef (4,000) azzjoni	£4,000
Total sittax-il elf lira	£16,000

(ċ) L-azzjonijiet l-oħra u kull azzjonijiet ġodda għandhom jiġu offerti lill-membri fil-proporzjon ta' l-azzjonijiet eżistenti posseduti minnhom, u dik l-offerta għandha ssir b'avviż li jsemmi n-numru ta' azzjonijiet li għalihom il-membru jkollu dritt u li tillimita ż-żmien li fih l-offerta, jekk ma tiġix aċċettata, titqies li tkun ġiet rifjutata, u wara l-egħluq ta' dak iż-żmien, jew meta tasal intima mingħand il-membru li lilu jkun ngħata l-avviż, li hu ma jridx jaċċetta l-azzjonijiet offerti, id-Diretturi jistgħu jiddisponu minn dawk l-azzjonijiet b'dak il-mod li huma jidhrilhom li jkun l-aktar ta' benefiċċju għas-Soċjetà.

6. Ebda membru ma jkollu dritt jittrasferixxi azzjoni ħlief skond id-disposizzjonijiet li ġejjin:

(a) membru li jkun jixtieq ibiegħ l-azzjonjiet tiegħu jew uħud minnhom (minn hawn 'il quddiem ımsejjaħ "il-membru bejjiegħ") għandu jagħti avviż (minn hawn 'il quddiem imsejjaħ "l-avviż ta' bejgħ") lid-Diretturi tas-Soċjetà li jkun fih offerta għall-bejgħ ta' dawn l-azzjonijiet, u li jsemmi n-numru ta' azzjonijiet li hu jixtieq ibiegħ u l-prezz li hu jkun lest jaċċetta għalihom.

(b) Id-Diretturi għandhom minnufih jibagħtu lil kull wieħed mill-membri l-oħra tas-Soċjetà ċirkulari li jkun fiha l-istess partikularitajiet, u li ssemmi ġurnata (li tkun erbatax-il ġurnata wara li jiġi notifikat bl-avviż ta' bejgħ) li fiha jew qabilha jiġu riċevuti offerti għax-xiri ta' dawk l-azzjonijiet. Jekk fil- jew qabel il-ġurnata hekk imsemmija, jiġu riċevuti mid-Diretturi offerti għax-xiri ta' l-azzjonijiet imsemmija fl-avviż ta' bejgħ jew ta' uħud minnhom bil-prezz imsemmi mingħand il-membri, id-Diretturi and the proposing purchaser or purchasers, declare a contract of sale to be concluded and shall give notice thereof to the selling member and the purchaser or purchasers.

(c) If the offer to purchase shall together constitute offers to purchase a greater number of shares then those offered for sale, the shares offered for sale shall be divided among the proposing purchasers in the proportion as nearly as possible in which they already hold shares in the Company: Provided that no proposing purchaser shall be liable to take more shares than those he shall have offered to purchase, and any shares which cannot be so divided as aforesaid without creating fractions, shall be apportioned by lot among the proposing purchasers. The selling member and the members declared to be purchasers of the shares shall give effect to the contract or contracts so made as aforesaid by the execution of proper transfer and the payment of the purchase price.

(d) If within twenty eight days after the service of the notice of sale Directors the selling members shall not receive notice that his offer to sell has been accepted on behalf of some member or members of the Company, he may within four months from the date of serving the notice of sale, sell or dispose of the shares referred to in such notice of sale, or so many of them as shall not have been agreed to be purchased by a member or members of the Company, to any other person or persons approved by the Directors, providing that such sale or disposal be at a price not less than that named in the notice of sale. If a member makes a false statement as to the selling price of his shares, he shall be liable to a penalty in favour of the Company of two thousand pounds (£2,000).

(e) If any person shall become entitled to any share by reason of the death or bankruptcy of any member, he shall be bound forthwith to offer the same for sale to the members of the Company at their fair value or such other price higher than the fair value which may at the request of the selling member be fixed by the Board of Directors without right of appeal. If the said person shall fail to give such notice of sale the Directors may, as his agents, give the same for him. In case this option is not exercised by any of the members, the said shares shall be registered upon production of evidence of title in the name of the person which is entitled to them. The shares offered for sale shall be divided among the proposing purchasers in the proportions as nearly as possible in which they already hold shares in the Company. For the purposes of this paragraph "fair value" means the value of the shares assessed by the auditors of the Company on the basis of the last audited accounts.

(f) Any share may be transferred by a member to any child or other issue, son-in-naw, daughter-in-law, father, mother, brother, sister, nephew, niece, wife or husband of such member, and any share of a deceased member may be transmitted "causa mortis" to any child, or

għandhom, bħala aġenti tal-membru bejjiegħ u tal-membru jew membri li jkun biħsiebhom jixtru, jiddikjaraw li jkun sar kuntratt ta' bejgħ u jagħtu avviż dwar dan lill-membru bejjiegħ u lix-xerrej jew xerrejja.

(ċ) Jekk l-offerti għax-xiri jikkostitwixxu flimkien offerti għax-xiri ta' numru ta' azzjonijiet ikbar minn dawk offerti għall-bejgħ, l-azzjonijiet offerti għall-bejgħ għandhom jinqasmu fost dawk li jkun biħsiebhom jixtru fil-proporzjon kemm jista' jkun tan-numru ta' azzjonijiet li huma ġa jkollhom fis-Soċjetà: B'dana li ebda membru li jkun biħsiebu jixtri ma jkun obbligat li jieħu azzjonijiet aktar milli jkun offra li jixtri, u azzjonijiet li ma jistgħux jiġu mqassma kif ingħad fuq mingħajr ma jinħolqu frazzjonijiet, għandhom jiġu mqassma bix-xorti fost il-membri li jkunu biħsiebhom jixtru. Il-membru bejjiegħ u l-membri dikjarati xerrejja ta' l-azzjonijiet għandhom jagħtu effett għall-kuntratt jew kuntratti hekk magħmula kif ingħad fuq bl-esekuzzjoni ta' trasferimenti regolari u bilħlas tal-prezz tax-xiri.

(d) Jekk fi żmien tmienja u għoxrin ġurnata wara li jiġi notifikat l-avviż ta' bejgħ lid-Diretturi l-membri bejjiegħa ma jirċievux avviż li l-offerta ta' bejgħ tagħhom ġiet aċċettata f'isem membru jew membri tas-Soċjetà, hu jista' fi żmien erba' xhur mid-data tan-notifika ta' l-avviż ta' bejgħ, ibiegħ jew jiddisponi mill-azzjonijiet imsemmija fl-avviż ta' bejgħ, jew tant minnhom li membru jew membri tas-Soċjetà ma jkunux qablu li jixtru, lil kull persuna jew persuni approvati mid-Diretturi, b'dana li dak il-bejgħ jew tneħħija isiru bi prezz mhux inqas minn dak imsemmi fl-avviż ta' bejgħ. Jekk membru jagħmel stqarrija falza dwar il-prezz tal-bejgħ ta' l-azzjonijiet tiegħu, hu jkun jista' jeħel penali ta' elfejn lira (£2,000) li titħallas lis-Soċjetà.

(e) Jekk persuna isir ikollha dritt għal azzjoni minħabba l-mewt jew falliment ta' membru, hi tkun obbligata li toffri minnufih dik l-azzjoni għall-bejgħ lill-membri tas-Soċjetà bilvalur ġust tagħha jew b'dak il-prezz ieħor ogħla mill-valur ġust li jista' fuq talba tal-membru bejjiegħ jiġi fissat mill-Board tad-Diretturi mingħajr dritt ta' appell. Jekk dik il-persuna tonqos li tagħti dak l-avviż ta' bejgħ id-Diretturi jistgħu, bħala aġenti tagħha, jagħtu dak l-avviż f'ismu. Fil-każ li l-membri ma jagħmlux użu minn dik l-ozzjoni, dawk l-azzjonijiet għandhom jiġu reġistrati wara li tiġi prodotta prova tat-titolu f'isem il-persuna li jkollha dritt għalihom. L-azzjonijiet offerti għall-bejgħ għandhom jiġu mqassma fost il-membri li jkun biħsiebhom jixtru fil-proporzjon kemm jista' jkun tan-numru ta' azzjonijiet li huma ġa jkollhom fis-Soċjetà. Għall-finijiet ta' dan il-paragrafu "valur ġust" ifisser il-valur ta' l-azzjonijiet iffissat mill-awdituri tas-Soċjetà fuq il-bażi ta' l-aħħar kontijiet verifikati.

(f) Azzjoni tista' tiġi trasferita minn membru lil xi ħadd minn ulied, żewġ bint, mart iben, missier, omm, ħu, oħt, neputi, neputija, mart jew żewġ dak il-membru, u kull azzjoni ta' membru mejjet tista' tiġi mgħoddija "causa mortis" lil xi ħadd minn ulied, żewġ bint, mart other issue, son-in-law, daughter-in-law, father, mother, brother, sister, nephew, neice, widow or widower of such deceased member, and restrictions in the preceeding paragraphs shall not apply to any transfer or transmission authorised by this paragraph.

7. The number of Directors shall not be less than three nor more than seven.

8. The first Directors of the Company shall be Salvatore Guillaumier, Raymond Mintoff, Frank Abela and Francis Dingli, and shall hold office for twenty years.

9. A Director need not be a share-holder.

10. The remuneration, if any, of the Directors, shall be determined by the Company in general meeting. The Company may also award special remuneration out of the funds of the Company to any Director for undertaking any work additional to that usually required of Directors of the Company similar to this Company.

11. Each Director shall have the power to sign on behalf of the Company receipts, bank and customs documents and to do all other matters relating to ordinary administration and to represent the Company in judical proceedings. For the purposes of this article the issue of bills of exchange and promissory notes, the lending and borrowing of money, any transaction relating to the acquisition, transfer and hypothecation of immovable property are matters exceeding ordinary administration. No judicial proceeding shall be stated without the authorisation of the Board.

12. Any Director may in writing appoint any person, who is approved by the majority of the Directors, to be his alternate, to act in his place at any meeting of the Directors at which he is not able to be present. Every such alternate shall be entitled to notice of meetings of the Directors and to attend and vote thereat as a Director when the person appointing him is not personally present, and where he is a Director, to have a separate vote on behalf of the Director, he is representing, in addition to his own vote.

13. The annual general meeting of the Company shall be held not later than six months from the date of the closing of the annual accounts.

14. No business shall be transacted at any General Meeting (other than an adjourned meeting) unless a quorum of members is present at the time when the meeting proceeds to business; fifty one per cent of the members present in person or by proxy, not being less than two members present in person, shall be a quorum.

15. The financial year of the Company shall be from the first January to the thirty first December.

iben, missier, omm, ħu, oħt, neputi, neputija, armla jew armel tal-membru l-mejjet, u r-restrizzjonijiet fil-paragrafi ta' qabel ma għandhomx japplikaw għal trasferiment jew mogħdija awtorizzati b'dan il-paragrafu.

7. In-numru tad-Diretturi ma jkunx iktar minn tlieta jew inqas minn sebgħa.

8. L-ewwel Diretturi tas-Soċjetà għandhom ikunu Salvatore Guillaumier, Raymond Mintoff, Frank Abela u Francis Dingli, u għandhom jibqgħu fil-kariga għal għoxrin sena.

9. Mhux meħtieġ li Direttur ikun azzjonist.

10. Il-kumpens, jekk ikun hemm, tad-Diretturi, għandu jiġi deċiż mis-Soċjetà f'Laqgħa Ġenerali. Is-Soċjetà tista' tagħti kumpens speċjali mill-fondi tas-Soċjetà lil Direttur talli jagħmel xi xogħol żejjed għal dak soltu meħtieġ li jiġi magħmul mid-Diretturi ta' Soċjetà li tixbah lil din is-Soċjetà.

11. Kull Direttur ikollu s-setgħa li jiffirma f'isem is-Soċjetà riċevuti, dokumenti tal-bank u tad-dwana u li jagħmel kull ħaġa oħra dwar l-amministrazzjoni ordinarja u li jirrappreżenta lis-Soċjetà fi proċeduri ġudizzjarji għall-finijiet ta' dan l-artikolu l-ħruġ ta' kambjali u obbligazzjonijiet, is-self ta' flus, kull transazzjoni dwar l-akkwist, trasferiment u ipoteka ta' proprjetà immobbli huma ħwejjeġ ta' iktar minn amministrazzjoni ordinarja. Ebda proċeduri ġudizzjarji ma jistgħu jinbdew mingħajr l-awtorizzazzjoni tal-Board.

12. Direttur jista' jinnomina bil-miktub persuna, approvata mill-maġġoranza tad-Diretturi, biex tkun id-direttur alternattiv tiegħu, biex taġixxi minfloku f'laqgħa tad-Diretturi li fiha hu ma jkunx jista' ikun preżenti. Kull direttur alternattiv bħal dan ikollu dritt għall-avviż tal-laqgħat tad-Diretturi u li jattendi u jivvota f'dawk il-laqgħat bħala Direttur kull meta l-persuna li tinnominah ma tkunx preżenti personalment, u jekk ikun Direttur, li jkollu vot separat f'isem id-Direttur li jirrappreżenta b'żjieda għal vot tiegħu stess.

13. Il-laqgħa ġenerali tas-sena tas-Soċjetà għandha ssir mhux iktar tard minn sitt xhur mid-data ta' l-egħluq tal-kontijiet tas-sena.

14. Ebda xogħol ma jista' jsir f'Laqgħa Ġenerali (ħlief f'Laqgħa aġġurnata) jekk ma jkunx hemm quorum ta' membri preżenti meta l-laqgħa tgħaddi biex tibda x-xogħol; wieħed u ħamsin fil-mija tal-membri preżenti personalment jew bi prokura, li ma jkunx inqas minn żewġ membri preżenti personalment, jiffurmaw quorum.

15. Is-sena finanzjarja tas-Soċjetà tibda fl-ewwel ta' Jannar u tagħlaq fil-wieħed u tletin ta' Diċembru.

16. The duration of the Company shall be for a period of twenty (20) years renewable for further periods of fifteen years each. Such renewal or renewals shall take place automatically unless at least sixty six and two thirds per centum of the shareholders having voting rights in the Company shall otherwise resolve not less than six months before the termination of the original or any of the renewed periods.

17. The provisions of these articles may be altered or added to by extraordinary resolution taken at a general meeting and passed by a number of members having the right to attend and vote at any such meeting holding in the aggregate not less than sixty six and two thirds per centum in nominal value of the shares conferring that right.

18. (a) Subject to what is hereunder provided, appearers are hereby adopting the provisions of parts one and two of the first Schedule to Ordinance X of 1962, in so far as they are applicable and are not incompatible or inconsistent with any of the articles in the present deed.

(b) Articles 14, 17, 18, 19, 20, 36, 52, 59, 60, 62, 63 of Part One, and Article 3 of Part Two of the said Schedule are hereby specifically excluded and shall not apply to this Company.

(c) The interest chargeable under Article 22 of Part One of the said Schedule shall be at the rate of eight per cent.

(d) For the purposes of Article 45 of Part One of the said Schedule, votes may be given either personally or by proxy both on a show of hands or on a poll.

This tenth (10th) day of April, 1965.

(Signed) Raymond Mintoff
S. Guillaumier
Francis Dingli
Frank Abela
Adv. Albt. Ganado
witness to signatures and identity.

(Signed) S. Guillaumier
Not. Dr G. Sammut

Certified true copy of the original enrolled in my records of the 10th April, 1965. Issued this 12th April, 1965.

(Signed) Dr Giuseppe Sammut
Notary Public

Registry of Her Majesty's Superior Courts, this 13th day of April, 1965.

ANT. TONNA,
Dep. Registrar.

16. Iż-żmien tas-Soċjetà ikun ta' għoxrin (20) sena u jiġġedded għal żmenijiet oħra ta' ħmistax-il sena l-wieħed. Dak it-tiġdid iseħħ awtomatikament sakemm mill-anqas sitta u sittin u żewġ terzi fil-mija ta' l-azzjonisti li jkollhom id-dritt għall-vot tas-Soċjetà ma jiddeċidux xorta oħra mill-anqas sitt xhur qabel l-egħluq taż-żmien oriġinali jew ta' xi wieħed miż-żmenijiet imġedda.

17. Id-disposizzjonijiet ta' dawk l-artikoli jistgħu jiġu mibdula jew miżjuda b'riżoluzzjoni straordinarja meħuda f'laqgħa ġenerali u mgħoddija minn numru ta' membri li jkollhom id-dritt li jattendu u jivvutaw f'dik il-laqgħa u li jkollhom bejniethom mhux inqas minn sitta u sittin u żewġ terzi fil-mija tal-valur nominali ta' l-azzjonijiet li jagħtu dak id-dritt.

18. (a) Bla ħsara għal dak li jinsab maħsub hawn taħt, il-kumparenti qegħdin bil-preżenti jadottaw id-disposizzjonijiet ta' l-ewwel u t-tieni taqsima ta' l-Ewwel Skeda ta' l-Ordinanza X ta' l-1962, safejn japplikaw u safejn mhumiex inkompatibbli jew inkonsistenti għall-artikoli ta' dan l-att.

(b) L-artikoli 14, 17, 18, 19, 20, 36, 52, 59, 60, 62, 63 ta' l-Ewwel Taqsima, u l-Artikolu 3 tat-Tieni Taqsima ta' l-Iskeda imsemmija huma bil-preżenti speċifikatament imħollija barra u ma għandhomx japplikaw għal din is-Soċjetà.

(ċ) L-interess li jitħallas skond l-Artikolu 22 ta' l-Ewwel Taqsima ta' dik l-Iskeda ikun bir-rata tat-tmienja fil-mija.

(d) Għall-finijiet ta' l-Artikolu 45 ta' l-Ewwel Taqsima ta' l-Iskeda msemmija, il-voti jistgħu jingħataw sew personalment kemm bi prokura sew f'wirja ta' l-idejn jew f'votazzjoni bil-miktub.

Il-lum għaxra (10) ta' April, 1965.

(Iffirmati) Raymond Mintoff
S. Guillaumier
Francis Dingli
Frank Abela
Albt. Ganado, Av.
xhud tal-firem u l-identità

(Iffirmati) S. Guillaumier
Nut. Dr G. Sammut

Kopja vera ta' l-oriġinal imdaħħal fl-atti tiegħi ta' l-10 ta' April, 1965. Maħruġa l-lum 12 ta' April, 1965.

(Iffirmat) Dr Giuseppe Sammut,
Nutar Pubbliku.

Reġistru tal-Qrati Superjuri tal-Maestà Tagħha r-Reġina, il-lum 13 ta' April, 1965.

ANT. TONNA,
Dep. Reġistratur.

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Printed at the Department of Information.