

64. Claims on the estate of a resigning, retiring, or deceased member that do not arise from transactions under these rules shall not be recognized by the Committee until all claims that have arisen from transactions under the rules shall have been satisfied.

*Partners or Clerks.*

65. The Chairman or Vice-Chairman may grant a member permission for a nominee to attend the official meetings for the purpose of making quotations, and the purchase and sale of shares, on behalf of such member, but for no other purpose. Such authorized nominee shall be subject to the rules and usages of the Exchange, but shall not have a vote at any meeting, nor any voice in the management of the Exchange. The Chairman or Vice-Chairman may withdraw the permission at any time.

66. The nominee so admitted to official meetings shall be deemed to be the agent of the employers, and the member on whose application he is admitted shall be responsible for all transactions of the said nominee.

67. A nominee shall not be eligible for admission unless he be at least twenty-one years of age.

68. A nominee shall not buy or sell time-bargains, or deal except in cash transactions, unless he shall have written authority to do so from his employer, such authority to be lodged with the Chairman, and all his dealings shall be on account of his employer.

69. A member may, by a letter addressed to the Secretary, withdraw authority to his nominee to act, but his responsibility shall continue until such withdrawal shall have been notified to the members at an official meeting.

COMMISSION.

70. The rates of brokerage shall be those fixed or adopted from time to time by the Stock Exchange Association of New Zealand.

71. No rates other than those mentioned shall be charged. It shall not be allowable under any circumstances whatever to pay agents or other persons not members of an Exchange affiliated to the Stock Exchange Association of New Zealand a remuneration of any kind for introducing business, except in respect of applications for shares in new companies.

72. No member shall do business for or with any broker or other person in New Zealand (other than a member of an Exchange affiliated to the Stock Exchange Association of New Zealand) at net prices or at less than the rates of commission fixed or authorized by the Stock Exchange Association of New Zealand.

OFFICIAL MEETINGS.

73. The official meetings of the Exchange shall be the meetings of members, held at such place and times as the members shall appoint, at which the business shall be to make prices, effect sales, and receive and record quotations of sales, also to do any general business in accordance with these rules. The quorum for an official meeting shall be not less than three members of the Exchange for the time being entitled to vote.

74. The official holidays to be observed by all members of the Exchange shall be fixed at the annual general meeting held in July of each year. Special holidays shall not be declared except by the vote of not less than two-thirds of the members present at any official meeting. Notice of intention to take such vote shall be given by the Chairman at a previous meeting. No meeting shall be held on public holidays unless otherwise ordered by the members in the same manner as that provided for special holidays.

75. A member shall not leave an official meeting without the permission of the Chairman, under penalty of a fine to be fixed by the Chairman, which shall be paid within seven days.

76. Telegrams and other written communications may be received by members during business meetings, but no messages shall be sent out during such meetings.

QUOTATIONS.

77. At the official meetings the prices made shall be binding on members making them to the extent of the minimum quotation. No sale shall be made while the record of business done is being called over, or during any time of suspense ordered by the Chairman.

78. The highest declared buyer shall have priority over all other members in purchasing the stock in question at the price named. But having made a purchase, he must, to retain his priority, immediately declare himself as still a buyer.

79. The lowest declared seller shall have priority over all other members in supplying the stock in question at the price named. But having made a sale, he must, to retain his priority, immediately declare himself as still a seller.

80. No sales shall be quoted on "change" except those which are made between members of this or any affiliated

Exchange, and a sale may be reported only on the day on which the sale is made.

81. If any quotation of sale be challenged, the Chairman of the day shall immediately accompany a member whose quotation is doubted to his office, and there satisfy himself by examination of the books or papers of such member as to the *bona fides* of the quotation; and shall report the result either to the Committee in the first instance, or direct to the members in official meeting assembled, as to him shall seem fit. Any member refusing to the Chairman an inspection of his books shall be treated by the Committee as guilty of making a false quotation. An offender shall be considered as guilty of conduct unworthy of a member, and be dealt with accordingly.

OFFICIAL LIST.

82. The list of quotations of prices and of purchases and sales effected and reported at the meetings of the Exchange shall be the official list of the Exchange.

83. The Committee may, if it so thinks fit, issue a monthly list. No member shall issue a private list or general report.

84. Admission of companies to quotation on the official list shall be upon such terms and conditions as the members shall from time to time determine. The Exchange shall have power to suspend for any period, or withdraw altogether, the name of any company or association from the official list.

REGISTER OF SALES.

85. All sales made at official meetings shall be recorded in a register kept for that purpose, which record shall be called over before the close of such meeting, and members shall be bound thereby. Stamped contract notes for all transactions in mining shares shall be passed between members, and in the event of a dispute, unless the contract note shall have been returned within a reasonable time, it shall be *prima facie* evidence of a sale having been effected, and at the price stated therein.

INVIOABILITY OF CONTRACT.

86. In contracts between members for the sale and purchase of shares and stocks they shall be held to be principals to each other unless a written agreement to the contrary be made between buying and selling broker at the time of the contract being made.

DELIVERY AND SETTLEMENT.

87. When sales are effected, the selling member must deliver the documents within ten days from 12 o'clock on the day of sale, except in the case of Tasmanian and Australian stocks, when twenty-one days shall be allowed, unless a special time for delivery is stated at the time of sale. If the documents are not delivered in accordance with this rule, the buying member shall (subject to his having given not less than twenty-four hours' notice to the Chairman of the Exchange, dating from noon of the day on which notice is given, of his intention so to do) have the right to purchase or buy the said shares through the Chairman on "change" on the following or any subsequent day within the period of six weeks from date of the original purchase and at the risk of the seller.

88. Purchasers shall not be required to take delivery of and pay for documents until the day following the sale. All documents must be delivered before 11 o'clock on Thursdays and Saturdays and 1 o'clock on other days, otherwise it shall not be incumbent on purchasers to pay for same until the following day.

89. Sellers shall have the right to require the purchase-money to be paid in cash or by marked cheque at the time and place of delivery of documents. In case of failure of payment by the buyer, the vendor may, within one day of default of settlement, or on any future day, either cancel the transaction or sell at the buyer's risk, through the Chairman of the Exchange, the securities involved, and the defaulting member shall forthwith pay to the vendor any difference between the original purchase-money and the net proceeds of the securities resold.

90. If delivery of documents has not been made within the time specified in rule 87, and the buyer has not cancelled the purchase or bought at the risk of the seller as therein provided, and the seller shall tender delivery of documents after the expiration of six weeks from the date of the sale, the buyer shall not be bound or compellable to accepted delivery of such documents unless some special agreement in writing has been entered into between the buyer and the seller in respect of such delivery.

91. When the buyer shall claim delivery of documents after the expiration of six weeks from the date of purchase, and the seller shall not have cancelled the sale or sold at the buyer's risk as provided in rule 89, it shall not be incumbent upon the seller to deliver unless some special agreement in writing has been previously made between the buyer and the seller in respect of such delivery.