



CHAPTER xlii

An Act to make provision consequent on the intended transfer of the undertaking of the Rhodesia Railways Limited to a body to be constituted by a statute of the legislature of the colony of Southern Rhodesia with respect to certain pension schemes of the Company and to certain contracts to which the Company are a party or under which they have acquired rights and incurred obligations and for other purposes.

[30th July 1949.]

WHEREAS the Rhodesia Railways Limited (hereinafter referred to as "the Company") were in the year one thousand eight hundred and ninety-nine established under the Companies Acts 1862 to 1890 by the name of "the Bechuanaland Railway Company Limited" and the name of the Company was by special resolution in the year one thousand eight hundred and ninety-nine changed to their present name:

And whereas the Company are the owners of a railway undertaking in the colony of Southern Rhodesia the territory of Northern Rhodesia the Bechuanaland Protectorate and elsewhere:

And whereas in connection with their said undertaking the Company have established the following pension schemes (namely):—

- (a) A pension scheme (hereinafter referred to as "the Company's London pension scheme") constituted by a trust deed dated the twelfth day of December one thousand nine hundred and twenty-eight as amended by supplemental trust deeds made pursuant to the powers

of amendment therein contained being a contributory pension scheme for the benefit of the London staff of the Company ;

- (b) A pension scheme (hereinafter referred to as "the Company's Rhodesian contributory pension scheme") constituted by a trust deed dated the twenty-fourth day of November one thousand nine hundred and thirty-eight as amended by supplemental trust deeds made pursuant to the powers of amendment therein contained being a contributory pension scheme for the benefit of the staff of the Company other than the London staff ;
- (c) A pension scheme (hereinafter referred to as "the Company's Rhodesian non-contributory pension scheme") constituted by a trust deed dated the thirty-first day of October one thousand nine hundred and twenty-eight as amended by supplemental trust deeds made pursuant to the powers of amendment therein contained being a non-contributory pension scheme for the benefit of the staff of the Company other than the London staff :

And whereas the Crown in the right of the colony of Southern Rhodesia is the beneficial owner of all the issued share capital of the Company :

And whereas there has been passed by the legislature of the colony of Southern Rhodesia an Act intituled "the Rhodesia Railways Act 1949" whereby provision is made for the establishment of a body corporate (in the said Act and hereinafter referred to as "the Rhodesia Railways") to be charged with the duty to provide or to secure and promote the provision of (inter alia) an efficient and adequate system of public transport of goods and passengers by rail within and for the colony of Southern Rhodesia the territory of Northern Rhodesia and the Bechuanaland Protectorate and to be empowered to acquire the whole of the undertaking of the Company which Act is hereinafter referred to as "the Southern Rhodesian statute" :

And whereas the Southern Rhodesian statute contains provisions for facilitating the acquisition and operation of the undertaking of the Company by the Rhodesia Railways so far as such undertaking is situated within the colony of Southern Rhodesia :

And whereas it is intended that an ordinance (proposed to be made) of the territory of Northern Rhodesia and a proclamation (proposed to be made) of the High Commissioner for Basutoland the Bechuanaland Protectorate and Swaziland shall contain provisions for facilitating the acquisition and operation of the undertaking of the Company by the Rhodesia Railways so far as such undertaking is situated within the territory of Northern Rhodesia and the Bechuanaland Protectorate respectively :

And whereas the Southern Rhodesian statute also contains provisions whereby agreements to which the Company are a party for the rendering of personal services to the Company shall have effect as if such personal services were any reasonably comparable services under the Rhodesia Railways:

And whereas the Southern Rhodesian statute also contains provisions authorising the Rhodesia Railways to provide either alone or in conjunction with any other person or body pensions or other benefits for persons who are or have been officers or servants of the Rhodesia Railways or of the Company and the dependants of such persons and in particular to enter into agreements with the Company and any other person for the purposes—

- (a) of establishing new schemes or funds in substitution for any existing scheme or fund providing pensions or other benefits for any of the officers or servants of the Company or their dependants; or
- (b) of continuing any such existing scheme or fund with such modifications as may be thought advisable:

And whereas it is intended that the Rhodesia Railways shall in pursuance of the provisions of the Southern Rhodesian statute referred to in the last preceding recital hereof enter into—

- (a) an agreement in the form of the draft agreement contained in the First Schedule to this Act for the purpose of modifying the Company's London pension scheme; and
- (b) an agreement in the form of the draft agreement contained in the Second Schedule hereto for the purpose of establishing a new pension scheme in substitution for the Company's Rhodesian contributory pension scheme; and
- (c) an agreement in the form of the draft agreement contained in the Third Schedule hereto for the purpose of establishing a new pension scheme in substitution for the Company's Rhodesian non-contributory pension scheme:

And whereas it is expedient that the Company and the trustees of the Company's London pension scheme the Company's Rhodesian contributory pension scheme and the Company's Rhodesian non-contributory pension scheme respectively should be authorised and directed to enter into the agreements lastly hereinbefore referred to and that the provisions contained in this Act with respect to the said schemes should be enacted:

And whereas the Southern Rhodesian statute also contains provisions under which every contract to which the Company

are a party will take effect as if the Rhodesia Railways had been a party thereto and as if for any reference express or implied to the Company or their servants or agents there were substituted a reference to the Rhodesia Railways or their servants or agents:

And whereas the Company are a party to or have acquired or undertaken rights or obligations under each of the contracts and deeds mentioned in the Fourth Schedule to this Act all of which are governed by the law of England:

And whereas doubts have been entertained as to whether the said provisions of the Southern Rhodesian statute relating generally to contracts will in these circumstances operate effectively to transfer to the Rhodesia Railways the rights and obligations of the Company under the last-mentioned contracts and deeds and it is expedient that such doubts should be removed and that such transfer should be facilitated:

And whereas it is expedient that the other provisions contained in this Act should be enacted:

And whereas the objects of this Act cannot be attained without the authority of Parliament:

May it therefore please Your Majesty that it may be enacted and be it enacted by the King's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows (that is to say):—

Citation.

1. This Act may be cited as the Rhodesia Railways Limited (Pension Schemes and Contracts) Act 1949.

Commence-
ment of Act.

2. This Act shall come into operation on and not earlier than such date as shall be specified in a notice to be published in the London Gazette by the Secretary of State as the date by which—

(a) the Southern Rhodesian statute;

(b) the said intended ordinance of the territory of Northern Rhodesia; and

(c) the said intended proclamation of the High Commissioner for Basutoland the Bechuanaland Protectorate and Swaziland;

have all been enacted or made.

Interpretation.

3. In this Act unless the context otherwise requires the following expressions have the meanings hereby assigned to them respectively (that is to say):—

“the vesting date” means the date on which the rights and powers of the Company in relation to their railway undertaking become vested in or exercisable at the direction of the Rhodesia Railways;

“benefit” means a pension gratuity return of contribution or other like benefit ;

“the new trustees” means such persons as may be designated pursuant to the Southern Rhodesian statute as trustees of the agreement contained in the Second Schedule hereto or as the case may be of the agreement contained in the Third Schedule hereto.

4. The Company and the trustees of the Company's London pension scheme may and shall as soon as is convenient after the commencement of this Act (but in any case before the vesting date) enter into an agreement with the Rhodesia Railways (subject to the concurrence therein of that body) in the form of the draft agreement contained in the First Schedule to this Act or with such modifications thereof as may be agreed between the parties to the agreement and as from the execution of such agreement the said Scheme shall have effect as amended by such agreement. As to Company's London pension scheme.

5. The following provisions shall have effect in relation to the Company's Rhodesian contributory pension scheme (namely): — As to Company's Rhodesian contributory pension scheme.

(1) The Company and the trustees of the said scheme may and shall as soon as is convenient after the commencement of this Act (but in any case before the vesting date) enter into an agreement with the Rhodesia Railways and the new trustees (subject to the concurrence therein of the two last-mentioned parties) in the form of the draft agreement contained in the Second Schedule to this Act or with such modifications thereof as may be agreed between the parties to the agreement ;

(2) As soon as may be after the execution of the said agreement the trustees of the said scheme shall in accordance with that agreement transfer to the new trustees the funds subject to the trusts of the said scheme and generally carry such agreement into effect ; and

(3) As from the date of the execution of the said agreement the said scheme shall cease to have effect and the trustees thereof and the Company shall be discharged from any liability to pay to any person any benefit thereunder and the Company shall be discharged from any liability to make contributions thereunder.

6. The following provisions shall have effect in relation to the Company's Rhodesian non-contributory pension scheme (namely): — As to Company's Rhodesian non-contributory pension scheme.

(1) The Company and the trustees of the said scheme may and shall as soon as is convenient after the commencement of this Act (but in any case before the vesting

date) enter into an agreement with the Rhodesia Railways and the new trustees (subject to the concurrence therein of the two last-mentioned parties) in the form of the draft agreement contained in the Third Schedule to this Act or with such modifications thereof as may be agreed between the parties to the agreement ;

- (2) As soon as may be after the execution of the said agreement the trustees of the said scheme shall in accordance with that agreement transfer to the new trustees the funds subject to the trusts of the said scheme and generally carry such agreement into effect ; and
- (3) As from the date of the execution of the said agreement the said scheme shall cease to have effect and the trustees thereof and the Company shall be discharged from any liability to pay to any person any benefit thereunder and the Company shall be discharged from any liability to make contributions thereunder.

As to
contracts
and deeds
specified in
Fourth
Schedule.

7.—(1) As soon as is convenient after the commencement of this Act the Company may enter into an agreement in writing with the Rhodesia Railways to come into operation on or at any time after the vesting date for the transfer to the Rhodesia Railways of all the rights and obligations of the Company under or by virtue of the contracts and deeds specified in the Fourth Schedule to this Act.

(2) From and after the date on which such agreement shall come into operation the said contracts and deeds shall have effect—

- (a) in the case of contracts or deeds to which the Company are a party as if the Rhodesia Railways had been a party thereto in place of the Company ; and
- (b) in all cases as if for any reference express or implied to the Company or their servants or agents there were substituted a reference express or implied to the Rhodesia Railways or their servants or agents.

Costs of Act.

8. All costs charges and expenses of and incidental to the preparing for obtaining and passing of this Act or otherwise in relation thereto shall be paid by the Company.

The SCHEDULES referred to in the foregoing Act

FIRST SCHEDULE

LONDON STAFF PENSION SCHEME

THIS AGREEMENT made the _____ day of _____ 194 _____ between JAMES SMITH HALL GRANT of Mutual Buildings Bulawayo in the colony of Southern Rhodesia REGINALD ARTHUR WALTERS of the same address ARTHUR EDWARD HADLEY C.B.E. of 62 London Wall in the city of London and REGINALD EDWARD FITZGERALD of 11 Old Jewry in the city of London (hereinafter together called "the Trustees" which expression includes their successors in title the trustees or trustee for the time being of the scheme as hereinafter defined) of the first part the RHODESIA RAILWAYS LIMITED a company incorporated in England under the Companies Acts 1862-1890 whose registered office is situate at 11 Old Jewry in the city of London (hereinafter called "the Company") of the second part and _____ (hereinafter called "the Railways") of the third part.

WHEREAS—

(A) The Company is the owner of a railway undertaking in the colony of Southern Rhodesia the territory of Northern Rhodesia the Bechuanaland Protectorate and elsewhere:

(B) The Trustees are the present trustees of a contributory pension scheme constituted for the benefit of the staff of the Company in Great Britain by the documents specified in the schedule hereto:

(C) The Railways are a body corporate constituted by a statute of the legislature of the said colony of Southern Rhodesia entitled "the Rhodesia Railways Act 1949" (hereinafter called "the Rhodesian Act") and by the provisions of such statute the rights and powers of the Company in relation to the said railway undertaking will become vested in or exercisable at the direction of the Railways:

(D) It has accordingly become desirable to modify the said contributory pension scheme in order to provide that notwithstanding anything contained in the Rhodesian Act the said contributory pension scheme shall continue without interruption for the purpose of providing pensions and other benefits for the employees of the Railways in Great Britain:

(E) The Rhodesian Act authorises the Railways to enter into an agreement for the purposes for which this agreement is entered into:

(F) By a statute of the Parliament of the United Kingdom of Great Britain and Northern Ireland entitled "the Rhodesia Railways Limited (Pension Schemes and Contracts) Act 1949" the Company and the Trustees are authorised and directed to enter into an agreement in the form of these presents and to carry the same into effect:

1ST SCH.
—cont.

Now this deed made in consideration of the premises witnesseth and it is hereby agreed and declared as follows:—

1. In this agreement—

- (1) “the scheme” means the said contributory pension scheme constituted by the documents specified in the schedule hereto as modified from time to time and by the rules;
- (2) “the principal deed” means the document firstly mentioned in the schedule hereto as amended by any of the other documents mentioned in the said schedule or by this agreement or otherwise from time to time;
- (3) “the rules” means the rules regulating the scheme and set out in the schedule to the principal deed as amended by the other documents mentioned in the said schedule or by this agreement or otherwise from time to time;
- (4) “the vesting date” means the date at which the rights and powers of the Company in relation to its railway undertaking become vested in or exercisable at the direction of the Railways.

2. A member of the scheme who by reason of the transfer of the Company’s undertaking to the Railways becomes an employee of the Railways and ceases to be an employee of the Company shall not by reason only of his so ceasing to be in the employment of the Company be entitled to any pension or other benefit payable under the scheme on the cesser of employment by the Company.

3.—(1) The scheme shall from the date of this agreement have effect as if in the rules—

- (a) for all references to the Company there were substituted references to the employer as hereinafter defined; and
 - (b) for all references to the service or employment of the Company (being either service or employment in Great Britain or service or employment in Africa to which a member has been or is transferred from service or employment in Great Britain) there were substituted references to the railway service as hereinafter defined in Great Britain or Africa as the case may be.
- (2) For the purposes mentioned in sub-clause (1) hereof—
- (a) “the employer”—
 - (i) when used in relation to a person in the railway service shall mean the Railways or the Company as the case may be by whom that person is employed; and
 - (ii) when used in relation to a person who has ceased to be in the railway service shall mean the Railways or the Company as the case may be by whom he was last employed while in the railway service;
 - (b) “the railway service” shall mean the service in Great Britain of the Company or of the Railways or of the Company and the Railways in succession and also in the case of a person who became or becomes a member of the

scheme by reason of service or employment in Great Britain and has been or is subsequently transferred to the service or employment of the Company or the Railways in Africa the service or employment of the Company or the Railways in Africa to which such member has been or is so transferred.

4. The Company and the Railways shall deduct in such manner and at such times as the Company or the Railways as the case may be may find convenient from the wages or salary of members of the scheme in their respective employment contributions at the rate provided by the rules and shall after making every such deduction pay to the Trustees the amount so deducted.

5. The Company or the Railways will pay to the Trustees such sums at such times and in such manner as may from time to time appear from any report which has been or may hereafter be made by an actuary under clause 6 of the principal deed to be necessary to keep the funds of the scheme sufficient for the provision of all benefits which have or may become payable under the rules.

6. All contributions and other sums which under clause 5 hereof or under the rules are expressed to be payable by the Company or the Railways or by the employer and subject to clause 14 hereof all costs of administration of the scheme shall be payable (without any apportionment by reference to any period or periods in respect of which they are payable) as follows:—

- (a) until the vesting date the Company shall be liable to pay the whole of such contributions and other sums and costs notwithstanding that any of the same relate or are calculated by reference to a person whose employer is the Railways ;
- (b) after the vesting date the Railways shall be liable to pay the whole of such contributions and other sums and costs notwithstanding that any of the same relate or are calculated by reference to a person whose employer is the Company ;
- (c) the Railways shall also be liable to pay as from the vesting date any such contributions and other sums and costs as aforesaid which at that date shall not have been paid by the Company although the same became payable before the vesting date ;

and the Company and the Railways hereby covenant with the Trustees that they will respectively pay to the Trustees accordingly all such sums for which they may be so liable.

7. If in connection with the transfer of any part of the undertaking of the Company or the Railways to a person or corporation other than the Company or the Railways or the acquisition by the Company or the Railways of any addition to their undertaking or the institution alteration or cesser of any working arrangement between the Company or the Railways and any other person or corporation or in any similar case either—

- (i) employees of the Company or the Railways who are members of the scheme become employees of a person or corporation other than the Company or the Railways ; or

1ST SCH.
—cont.

- (ii) employees of such other person or corporation become employees of the Company or the Railways ; or
 - (iii) it appears desirable that persons who are not employees of the Company or the Railways should be permitted to become members of the scheme ; or
 - (iv) it appears desirable to constitute any joint scheme ;
- the Trustees and the Company or the Railways may by agreement vary the provisions of the scheme in such manner as they shall think fit to secure any of the following purposes (namely):—
- (a) the continuance as members of the scheme (whether with or without the consent of the members concerned) of existing members who shall have ceased to be employees of the Company or the Railways ;
 - (b) the admission to the scheme on special terms of persons who shall have become employees of the Company or the Railways ;
 - (c) the admission to the scheme of persons who are not employees of the Company or the Railways as though they had been such employees ;
 - (d) the constitution of a joint scheme with any other person or corporation and the transfer of assets from the funds of the scheme to the funds of any such joint scheme ;
 - (e) the transfer of assets from the funds of the scheme to the funds of any other scheme of which persons who cease to be members of the scheme become members ; and
 - (f) any matters which in the opinion of the Trustees are incidental to or consequential upon any of the matters aforesaid :

Provided that the Trustees shall not concur in any such agreement unless they are satisfied having regard to any arrangements which may have been made that the continuing members of the scheme and the persons then entitled to pensions or other benefits shall not be placed in any worse position by reason of any such agreement. And provided further that no such agreement shall have effect until the Trustees are satisfied that it will not cause the scheme to cease to be an approved pension scheme under section 32 of the Finance Act 1921 or under any enactment replacing or amending that section and that no transfer of assets shall be made to any other scheme in pursuance of any such agreement unless such other scheme is an approved pension scheme as aforesaid.

8.—(1) The Trustees may by instrument in writing executed by them with the concurrence in writing of the Railways and (if such instrument is executed before the vesting date) of the Company alter or modify all or any of the provisions of the scheme subject to the following restrictions namely that the main purpose of the scheme shall not be varied and that the then members of the scheme and the persons then entitled to pensions or other benefits shall not be placed in any worse position by reason of any such alteration or modification and that no payment of the funds of the scheme or of any part thereof to the Railways or the Company shall be authorised.

(2) If the whole or substantially the whole of the undertaking of the Railways shall become vested in some person or corporation other than the Railways the continuance of the scheme for the benefit of employees of such other person or corporation shall be deemed to be within the main purpose of the scheme.

(3) Alterations or modifications of the scheme in connection with the transfer of employees of the Company or the Railways from Great Britain to Africa or from Africa to Great Britain shall be deemed to be within the main purpose of the scheme.

9. If the Railways shall at any time after the vesting date give notice to the Trustees that they do not intend to make any further additions to the funds of the scheme the provisions of the scheme shall determine save as regards any pensions gratuities or other sums or benefits which may then be payable or to which members may have become entitled in anticipation out of the funds of the scheme and subject to due provision being made to the satisfaction of the Trustees for the continuance of the payment of such pensions and for the payment of any such gratuities or other sums or benefits by way of annuity or otherwise regard being had to the prospects of any such members as aforesaid respectively becoming entitled to pensions if the scheme had continued in existence the funds of the scheme shall revert and belong to the Railways and be available for their general purposes.

10. Clauses 3 4 7 10 and 11 of the principal deed shall cease to have effect from the date hereof.

11. From and after the vesting date the principal deed shall be read and construed and shall take effect as if clause 8 thereof were deleted and the following clause were substituted therefor:—

“ 8. (1) There shall be not less than two and not more than four Trustees of whom one shall be a member of the board of the Railways as defined in the Rhodesian Act and one shall be an officer but not a member of the board of the Railways. At least two of the Trustees shall be resident in England.

(2) The power of appointing new Trustees and removing Trustees shall be vested in the Railways and any appointment of new or additional Trustees to give effect to the provisions of this clause shall be made as soon as practicable after the vesting date.

(3) There shall be a secretary of the fund who may be one of the Trustees. The power of appointing and removing the secretary shall be vested in the Railways ”.

12. Any of the Trustees may resign his office by giving notice in writing to the Company or after the vesting date to the Railways of his desire so to do.

13. In the event of the death resignation or removal of any of the Trustees all the powers of the Trustees shall be exercisable by the survivors or survivor of them pending the appointment of a new Trustee.

1ST SCH.
—cont.

14. The Company or after the vesting date the Railways may at any time decide that any of the Trustees shall be paid remuneration for his services as Trustee at such rate and on such terms as the Company or the Railways think fit and may at any time decide to discontinue payment of such remuneration or from time to time alter the rate at which or the terms on which it is payable and any such remuneration shall be payable accordingly out of the funds of the scheme.

15. The Trustees shall on demand supply to any member of the scheme or any person entitled to receive benefits hereunder a copy of the rules and of all amendments thereto and of the latest statement of accounts and balance sheet of the fund. Any member of the scheme upon giving reasonable notice to the Trustees of his wish to do so may inspect the latest actuarial report.

16. The rules shall as from the date of this agreement be amended by the deletion of rule 11.

In witness etc.

THE SCHEDULE ABOVE REFERRED TO

1. A trust deed dated the 12th December 1928 and made between the Company of the one part and Sir Henry Birchenough and Robert James Hackshaw of the other part.

2. A deed of appointment dated the 18th September 1930 and made between the Company of the one part and Reginald Edward FitzGerald of the other part.

3. A supplemental trust deed dated the 28th October 1930 and made between the Company of the one part and the said Sir Henry Birchenough and the said Reginald Edward FitzGerald of the other part.

4. A deed of appointment dated the 8th June 1937 and made between the Company of the one part and Arthur Edward Hadley of the other part.

5. A supplemental trust deed dated the 17th November 1939 and made between the Company of the one part and the said Arthur Edward Hadley and the said Reginald Edward FitzGerald of the other part.

6. A supplemental trust deed dated the 2nd July 1942 and made between the same parties as the document lastly hereinbefore mentioned.

7. A supplemental trust deed dated the 8th January 1945 and made between the same parties as the document lastly hereinbefore mentioned.

8. A supplemental trust deed dated the 25th November 1948 and made between the same parties as the document lastly hereinbefore mentioned.

9. A deed of appointment dated the 26th November 1948 and made between the Company of the one part and James Smith Hall Grant and Reginald Arthur Walters of the other part.

10. A supplemental trust deed dated the 22nd June 1949 and made between the Company of the one part and the said Arthur Edward Hadley Reginald Edward FitzGerald James Smith Hall Grant and Reginald Arthur Walters of the other part.

1st Sch.
—cont.

SECOND SCHEDULE

RHODESIAN CONTRIBUTORY SCHEME

THIS AGREEMENT made the _____ day of 194 between JAMES SMITH HALL GRANT of Mutual Buildings Bulawayo in the colony of Southern Rhodesia REGINALD ARTHUR WALTERS of the same address ARTHUR EDWARD HADLEY C.B.E. of 62 London Wall in the city of London and REGINALD EDWARD FITZGERALD of 11 Old Jewry in the city of London (hereinafter together called "the Old Trustees") of the first part the RHODESIA RAILWAYS LIMITED a company incorporated in England under the Companies Acts 1862-1890 whose registered office is situate at 11 Old Jewry in the city of London (hereinafter called "the Company") of the second part (hereinafter called "the Railways") of the third part and (hereinafter called "the Trustees" which expression includes their successors in title the Trustees or Trustee for the time being of these presents) of the fourth part.

WHEREAS—

(A) The Company is the owner of a railway undertaking in the colony of Southern Rhodesia the territory of Northern Rhodesia the Bechuanaland Protectorate and elsewhere:

(B) The Old Trustees are the present trustees of a contributory pension scheme (hereinafter called "the old scheme") constituted for the benefit of the staff of the Company in Africa by a trust deed dated the 24th day of November 1938 and made between the Company of the one part and the said Arthur Edward Hadley and the said Reginald Edward FitzGerald of the other part as amended by various supplemental trust deeds:

(C) The Railways are a body corporate constituted by a statute of the legislature of the colony of Southern Rhodesia entitled "the Rhodesia Railways Act 1949" (hereinafter called "the Rhodesian Act") and by the provisions of such statute the rights and powers of the Company in relation to its said railway undertaking will become vested in or exercisable at the direction of the Railways:

(D) It has accordingly become desirable to constitute the new scheme herein contained in substitution for the old scheme for the purposes of providing pensions and other benefits for the employees in Africa of the Company and the Railways and for such other purposes as hereinafter appear:

(E) The Rhodesian Act authorises the Railways to enter into an agreement for the purposes for which this agreement is entered into:

(F) The Trustees are the persons designated pursuant to the Rhodesian Act to be the Trustees of this scheme:

2ND SCH.
—cont.

(G) By a statute of the Parliament of the United Kingdom of Great Britain and Northern Ireland entitled “the Rhodesia Railways Limited (Pension Schemes and Contracts) Act 1949” the Company and the Old Trustees are authorised and directed to enter into an agreement in the form of these presents and to carry the same into effect:

Now this deed made in consideration of the premises witnesseth and it is hereby agreed and declared as follows:—

1. Subject to the discharge by the Company of any administration expenses incurred under the old scheme before the date hereof and to the retention by the Old Trustees of funds sufficient to discharge any liability of the Old Trustees to the Commissioners of Inland Revenue arising before or on the transfer of assets under the provisions of this clause the Old Trustees shall forthwith pay and transfer to the Trustees all moneys and investments now held by the Old Trustees upon the trusts and subject to the powers and provisions of the old scheme and the Trustees shall hold the same freed and discharged from all the trusts powers and provisions of the old scheme but upon and subject to the trusts powers and provisions of this scheme.

2. The said moneys and investments and all moneys payable to the Trustees under the provisions hereof and the property for the time being representing the same and the income thereof (hereinafter together called “the fund”) shall be held and administered by the Trustees under and in accordance with the rules set out in the schedule hereto (hereinafter called “the rules”) which shall form part of this scheme.

3. As from the execution of this agreement the old scheme shall cease to have effect (except in so far as it may be necessary to refer to the old scheme for ascertaining rights under this scheme which are conferred by reference to the old scheme) and the Old Trustees and the Company shall be discharged from any liability to pay to any person any benefit under the old scheme and the Company shall be discharged from any liability to make contributions or other payments thereunder. Provided that any agreement made by the Company with the Old Trustees under the provisions of the old scheme corresponding to rule 20 (3) for the payment of any sum by the Company to the funds of the old scheme in connection with the transfer of an employee from Great Britain to Africa shall subject to clause 8 hereof continue in force and have effect as if it had been an agreement made by the Company with the Trustees under the provisions of rule 20 (3) for such payment to the fund.

4. The Company hereby covenants with the Trustees that the Company shall procure that all of its servants who do not automatically become members of this scheme on the execution of this agreement and are eligible for membership of this scheme shall become members of this scheme in manner provided by the rules as soon as possible after they become so eligible.

5. The Railways hereby covenant with the Trustees that the Railways shall procure that all of its servants who are eligible for membership of this scheme and are not already members of this

scheme shall become members of this scheme in manner provided by the rules as soon as possible after they become so eligible.

2ND SCH.
—cont.

6. All members of this scheme shall be bound to pay the contributions payable by them under the rules and the Company and the Railways shall respectively deduct such contributions from the salary or wages of the members of this scheme in their respective service in manner provided by the rules.

7. The Company and the Railways shall respectively pay to the Trustees the sums deducted from the salary or wages of members of this scheme under the provisions of the last preceding clause hereof.

8. (a) All contributions and other sums which under rules 2 7 12 13 14 16 (ii) (b) 16 (v) and 18 (v) or under any future amendment to the rules or under any agreement made under rule 20 (3) or the corresponding provisions of the old scheme are expressed to be payable by the employer or by the Company or the Railways shall be payable (without any apportionment by reference to any period or periods in respect of which they are payable) as follows:—

- (i) Until the vesting date (as defined in the next sub-clause) the Company shall be liable to pay the whole of such contributions and other sums notwithstanding that any of the same relate or are calculated by reference to a person whose employer is the Railways ;
- (ii) After the said vesting date the Railways shall be liable to pay the whole of such contributions and other sums notwithstanding that any of the same relate or are calculated by reference to a person whose employer is the Company ;
- (iii) The Railways shall also be liable to pay as from the said vesting date any such contributions or other sums which at that date shall not have been paid by the Company although the same became payable before the said vesting date.

And the Company and the Railways covenant with the Trustees that they will respectively pay to the Trustees accordingly all sums for which they may be so liable.

(b) The expression “the vesting date” means the date at which the rights and powers of the Company in relation to its railway undertaking become vested in or exercisable at the direction of the Railways.

9. The Trustees shall pay out of the fund or cause to be paid by the Company or the Railways such pensions or other benefits as are payable under the rules.

10. All moneys in the hands or under the control of the Trustees and not presently required for the purpose of making payments under the rules shall be invested by the Trustees either (i) in any manner for the time being authorised by the law of the colony of Southern Rhodesia for the investment of funds comprised in a Southern Rhodesian trust or (ii) in any manner for the time being authorised

2ND SCH.
—cont.

by the law of England for the investment of funds comprised in an English trust or (iii) in any manner for the time being approved by the authority as defined in the Rhodesian Act.

11. The Trustees shall once in every year cause to be prepared a statement of account and balance sheet of the fund which shall be audited by an auditor and shall on the 31st March 1950 and at least once in every five years thereafter cause an investigation and report to be made by an actuary appointed by the Trustees as to the financial position of the fund. The Old Trustees need not require an investigation and report to be made as to the financial position of the funds of the old scheme on the 30th September 1949 in accordance with the provisions of the old scheme and the investigation and report to be made on the financial position of the fund on the 31st March 1950 under this clause shall be in lieu thereof.

12. The costs arising on actuarial valuations and all other costs and expenses of administering the fund shall be borne by the Company or the Railways in the same manner as the sums mentioned in clause 8. In the administration of the fund the Trustees instead of acting personally may employ and pay agents whether solicitors accountants bankers stockbrokers or any other persons whatsoever.

13. The power of appointing new Trustees and removing Trustees is vested in the Company or after the vesting date in the authority of the Railways as defined in the Rhodesian Act. There shall be not less than two and not more than four Trustees of whom one shall be a member of the board of the Railways as defined in the Rhodesian Act and one shall be an officer but not a member of the board of the Railways.

14. Any of the Trustees may resign his office by giving notice in writing to the Company or after the vesting date to the Railways of his desire so to do.

15. In the event of the death resignation or removal of any of the Trustees all the powers of the Trustees shall be exercisable by the survivors or survivor of them pending the appointment of a new Trustee.

16. The Company or after the vesting date the Railways shall appoint in writing a secretary of this scheme who may be one of the Trustees and shall have power to remove such secretary in like manner.

17. The Company or after the vesting date the Railways may at any time decide that any of the Trustees shall be paid remuneration for his services as Trustee at such rate and on such terms as the Company or the Railways think fit and may at any time decide to discontinue payment of such remuneration or from time to time alter the rate at which or the terms on which it is payable and any such remuneration shall be payable accordingly out of the fund.

18. The Trustees shall without prejudice to any other right of indemnity which they may be entitled to be indemnified out of the fund against all costs charges and expenses whatsoever incurred by them in the execution of the trusts hereof.

19. No Trustee shall be personally liable for anything whatsoever except a breach of trust knowingly and intentionally committed by such Trustee.

20. The Trustees shall on demand supply to any member of the fund or any person entitled to receive benefits hereunder a copy of the rules and of all amendments thereto and of the latest statement of account and balance sheet of the fund. Any member of the fund upon giving reasonable notice to the Trustees of his wish to do so may inspect the latest actuarial report upon the fund.

21. If in connection with the transfer of any part of the undertaking of the Company or the Railways to a person or corporation other than the Company or the Railways or the acquisition by the Company or the Railways of any addition to their undertaking or the institution alteration or cesser of any working arrangement between the Company or the Railways and any other person or corporation or in any similar case either—

- (i) employees of the Company or the Railways who are members of this scheme become employees of a person or corporation other than the Company or the Railways ; or
- (ii) employees of such other person or corporation become employees of the Company or the Railways ; or
- (iii) it appears desirable that persons who are not employees of the Company or the Railways should be permitted to become members of this scheme ; or
- (iv) it appears desirable to constitute any joint scheme ;

the Trustees and the Company or the Railways may by agreement vary the provisions of this scheme in such manner as they shall think fit to secure any of the following purposes (namely):—

- (a) The continuance as members of this scheme (whether with or without the consent of the members concerned) of existing members who shall have ceased to be employees of the Company or the Railways ;
- (b) The admission to this scheme on special terms of persons who shall have become employees of the Company or the Railways ;
- (c) The admission to this scheme of persons who are not employees of the Company or the Railways as though they had been such employees ;
- (d) The constitution of a joint scheme with any other person or corporation and the transfer of assets from the fund to the funds of any such joint scheme ;
- (e) The transfer of assets from the fund to the funds of any other scheme of which persons who cease to be members of this scheme become members ; and
- (f) Any matters which in the opinion of the Trustees are incidental to or consequential upon any of the matters aforesaid :

Provided that the Trustees shall not concur in any such agreement unless they are satisfied that having regard to any arrangements which may have been made the continuing members of this

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scheme and the persons then entitled to pensions or other benefits shall not be placed in any worse position by reason of any such agreement.

22.—(1) The Trustees may by instrument in writing executed by them with the concurrence in writing of the Railways and (if such instrument is executed before the vesting date) of the Company alter or modify all or any of the provisions of these presents including the rules and any modification thereof for the time being in force subject to the following restrictions namely that the main purpose of this scheme shall not be varied and that the then members of this scheme and the persons then in receipt of pensions or other benefits shall not be placed in any worse position by reason of any such alteration or modification and that no return of the fund or of any part thereof to the Company or the Railways shall be authorised and the provisions and rules so made and for the time being in force shall be of the same validity as if they had originally been included in these presents and shall themselves be subject subsequently to be altered or modified in like manner as aforesaid.

(2) If the whole or substantially the whole of the undertaking of the Railways shall become vested in some person or corporation other than the Railways the continuance of this scheme for the benefit of the employees of such other person or corporation shall be deemed to be within the main purpose of this scheme.

(3) Alterations or modifications of the scheme in connection with the transfer of employees of the Company or the Railways from Great Britain to Africa or from Africa to Great Britain shall be deemed to be within the main purpose of the scheme.

23. Without prejudice to the jurisdiction of the court and subject to any direction which the court may give the Trustees shall for the purpose of giving effect to the provisions of these presents have full power to determine all questions of doubt or difficulty arising in the administration of such provisions and also to determine how any matters which in their opinion are incidental to or consequential upon any of the said provisions shall be dealt with and (subject as aforesaid) every such determination whether made upon any question or matter actually raised or implied in the acts of the Trustees shall be conclusive and binding upon all persons interested under these presents.

24. These presents shall be interpreted according to the laws of the colony of Southern Rhodesia and unless the Trustees shall otherwise in writing agree the courts of the colony of Southern Rhodesia alone shall have jurisdiction to entertain any action or proceedings concerning the provisions hereof.

In witness etc.

THE SCHEDULE ABOVE REFERRED TO
THE RULES OF THE FUND
INTERPRETATION

Interpretation.

1.—(1) In the interpretation of these rules all words and expressions importing the masculine gender (except in rules 18 and 19) shall include the feminine and the singular number shall include the plural and vice versa.

(2) Contributions or other sums expressed to be payable hereunder by the employer or by the Company or the Railways shall be payable as provided in clause 8 of the agreement.

(3) Words and expressions used in these rules and not expressly defined shall bear the same meaning as they respectively bear in the agreement.

(4) The following expressions except where the context otherwise requires shall have the following meanings:—

(i) "The agreement" means the agreement to which these rules are scheduled as altered from time to time pursuant to the powers of amendment therein contained;

(ii) "This scheme" means the scheme constituted by the agreement and these rules;

(iii) "The actuary of the fund" shall mean the actuary of the fund for the time being appointed by the Trustees;

(iv) "The commencement date" shall mean the date of the agreement;

(v) "The Railways" shall mean

(vi) "The Company" shall mean the Rhodesia Railways Limited;

(vii) "Contributions" shall mean in relation to a member the amounts if any paid by him under the old scheme and the amounts paid or payable by him in accordance with these rules. Provided that for the purposes of rule 16 hereof (except in sub-clauses (iii) and (iv) thereof) the reference in this rule to amounts if any paid under the old scheme shall in the case of a member who joined the old scheme before 1st October 1938 include the contributions which such member would have made if the obligation to pay contributions under the old scheme had extended to railway service before 1st October 1938;

(viii) "Dependants" shall mean—

(a) a widow or widower or infant or dependent children or stepchildren; and

(b) a father mother brother or sister dependent upon a deceased member for support and maintenance but not any other collateral or more distant relative;

(ix) "Employer" shall mean when used in relation to a person in the railway service the Railways or the Company as the case may be by whom that person is employed and when used in relation to a person who has ceased to be in the railway service the Railways or the Company as the case may be by whom he was last employed while in the railway service;

(x) "Former member" shall mean a person who was a member of the old scheme and had ceased before the commencement date to be employed by the Company;

- (xi) "Existing pension" shall mean so much as has not been fully discharged before the commencement date of any pension or other benefit to which a former member or a wife or other dependant or personal representative of a former member had under the old scheme become entitled either presently or for a future or contingent interest ;
- (xii) "Existing pensioner" shall mean any person so entitled to an existing pension ;
- (xiii) "The fund" shall mean the fund established by the agreement ;
- (xiv) "Maintenance of the fund" shall mean the payment of all sums necessary to ensure the provision of existing pensions and of all benefits which may become payable under this scheme to or in respect of members ;
- (xv) "Member" shall mean a servant of the Company or the Railways who becomes a member of the fund by virtue of rule 4 hereof or who is eligible to become and becomes a member of the fund under rules 5 and 6 hereof ;
- (xvi) "The old scheme" shall mean the contributory pension scheme for the servants in Africa of the Company subsisting immediately before the commencement date ;
- (xvii) "Pensionable age" shall in the case of a male member mean the age of sixty years and in the case of a female member the age of fifty-five years. Provided that in the case of a male member who for at least five years immediately preceding his retirement has been continuously employed in the position of engine driver or fireman the expression "pensionable age" shall mean the age of fifty-five years ;
- (xviii) "Pensionable emoluments" shall mean—
- (a) The substantive salary or wages payable to a member ;
- (b) The rental value of quarters whether belonging to the employer or not whenever a member is allowed to occupy quarters rent free as a portion of his emoluments or any allowance granted in lieu of the provision of free quarters and the said free quarters or allowance shall for the purposes of calculation be assessed at a sum equal to one-tenth of the member's substantive salary or wages or such other proportion as the employer may from time to time determine ; and
- (c) The assessed value of free rations which form a portion of a member's emoluments and such rations shall for the purposes of calculation be assessed at the value of £7 per month or at such other value as the employer may from time to time determine but shall exclude—
- (1) any additional remuneration which a member may receive for performing special duties or while acting in a vacant office ;
- (2) payments for overtime ;

- (3) fees honoraria and bonuses of any kind ; and
(4) allowances of whatever character other than
free quarters or free rations ;

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—cont.

(xix) "Pensionable service" shall mean the period after 1st August 1951 during which a member has been continuously in the railway service and shall include all vacation sick or other leave with or without pay and periods of suspension from duty with or without pay. Provided that there shall not be taken into account in calculating the period of pensionable service—

(a) any period of service leave or suspension on or after the 1st October 1938 during which a member has failed or shall fail to make contributions to the fund unless the employer at its sole discretion shall allow him to make good such failure in accordance with the provisions of rule 11 hereof ;

(b) any period of service prior to a member attaining the age of 18 years ; or

(c) any period of service of a temporary or casual nature or for a fixed period in respect of which the employer has not elected to admit the member to the fund under rule 7 hereof ;

(xx) "Railway service" shall mean the service in Africa of the Company or of the Railways or the service in Africa of the Company and the Railways in succession and the expression "permanent" and "temporary" in relation to such service shall mean the employment of a person in such service as a permanent or temporary employee respectively ;

(xxi) "The Trustees" shall mean the Trustees or Trustee for the time being of this scheme.

2. Existing pensions shall be paid by the Trustees out of the fund and the amount duration and dates of payment thereof and the persons to whom the same are to be paid and other matters in relation thereto shall (subject to the next following rule) be determined by the Trustees by reference to the provisions of the old scheme as if the same had remained in force. Provided that if and so far as under the old scheme an existing pension would have been payable by the Company the same shall be paid by the Company or the Railways. Existing pensions.

3. (a) An existing pensioner who is himself a former member or an existing pensioner who is not a former member but is at the commencement date presently entitled to an existing pension may within six months after service of notice on him pursuant to sub-clause (b) of this clause elect that his existing pension shall be payable in English sterling or its equivalent and if he shall so elect his existing pension shall be payable accordingly. If an existing pensioner who is himself a former member shall so elect any existing pension which will or may thereafter become payable in respect of him to his wife or other dependant or personal representative shall also be payable in sterling. Currency.

2ND SCH.
—cont.

(b) The Trustees shall as soon as possible after the commencement date serve a notice in writing on each existing pensioner entitled to elect under sub-clause (a) of this rule informing him of his right so to elect.

(c) All pensions or benefits payable under this scheme to or in respect of members and (save in so far as an existing pensioner may duly elect otherwise under sub-clause (a)) all existing pensions shall be payable in Southern Rhodesian currency or its equivalent.

MEMBERSHIP

Members of
old scheme.

4. All persons who immediately before the commencement date were in the railway service and were members of the old scheme shall become members of this scheme with effect from the commencement date.

Eligibility for
membership.

5. (i) Subject to the provisions of sub-clause (ii) of this rule the following persons (other than natives or persons known locally as coloured labourers) shall be eligible to become members of this scheme with effect from the date upon which they attain the age of 18 years or the date of joining the permanent railway service whichever date shall be the later (that is to say):—

(a) all persons who had not applied for membership of the old scheme before the commencement date but who immediately before the commencement date were in the permanent railway service as employees of the Company and who were then either eligible for membership of the old scheme under the provisions of the old scheme or ineligible for such membership by reason only that they were then under the age of 18 years ;

(b) all persons who immediately before the commencement date were in the permanent railway service as employees of the Railways and were under the age of 45 years on the date on which they joined such service ; and

(c) all persons who join the permanent railway service on or after the commencement date and are under the age of 45 years on the date on which they join such service.

(ii) No person shall be eligible for membership of this scheme unless he shall have passed the medical examination from time to time prescribed by the employer and shall have obtained a satisfactory certificate of fitness.

(iii) In all cases the decision of the employer as to whether or not any servant was or is in the permanent railway service as an employee of the employer shall be final and the Trustees shall be bound to accept such decision.

Undertaking
to be signed
on joining.

6. A person eligible for membership of this scheme under the last preceding rule shall on signing an undertaking in the form from time to time prescribed by the employer become a member of this scheme with effect from the date specified in such undertaking.

Temporary
service.

7. If an employee in the temporary railway service or in the railway service under contract for a fixed period is admitted to the permanent railway service and thereby under the rules becomes

eligible for membership of this scheme and signs the undertaking mentioned in the last preceding rule the employer may at its sole discretion select the date on which he joined the temporary railway service or joined the railway service under such contract as aforesaid or some subsequent date before his admission to the permanent railway service (but in no event a date earlier than his 18th birthday) as being for the purpose of these rules and the said undertaking the date upon which he became a member of this scheme and provided such employee and the employer pay into the fund the amounts representing the contributions which they respectively would otherwise have paid if the employee had joined the permanent railway service on the date selected as aforesaid the pensionable service of such employee shall for the purpose of these rules be deemed to have commenced on the date selected as aforesaid. Arrears of contributions payable by the employer and by the employee by virtue of this rule may at the option of the employer be spread over a period not exceeding five years.

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—cont.

8. (i) Satisfactory evidence of age must be produced within 12 months from the date of commencing contributions to the fund and unless such evidence is produced contributions shall be discontinued and any contributions already paid shall be returned to the person who paid them. Provided that a member who was a member of the old scheme and who has furnished satisfactory evidence of age under that scheme shall be deemed to have satisfied the requirement under this rule. Proof of age.

(ii) Satisfactory evidence of age shall be deemed to be—

(a) the original or a copy of the birth certificate duly authenticated; or

(b) any life policy of the member giving date of birth and marked "age admitted".

(iii) If a member is not able to produce evidence as set out herein the employer may at its discretion accept the following as evidence of age:—

(a) copy of baptismal certificate duly authenticated; or

(b) such other evidence as the employer may consider sufficient.

CONTRIBUTIONS

9. Every member as from the date at which he becomes a member of this scheme shall in each year pay to the fund so long as he remains in the railway service contributions at the rate of 5 per cent. of his pensionable emoluments for such year of service and such contributions shall be deducted by the employer by monthly or such other periodical instalments as may be found convenient from the salary or wages of each member and the employer shall pay to the Trustees such deductions as aforesaid. Rate at which contributions to the fund are to be made by members.

10. A member shall continue to contribute to the fund while on leave (whether vacation sick or any other leave) with or without pay or under suspension from duty with or without pay and such contributions shall be calculated on his full pensionable emoluments. Contributions to the fund of members on leave.

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—cont.

Members may make good arrear contributions at the discretion of the employer.

Contributions to be made by the employer to the fund.

Arrears under old scheme.

Maintenance of the fund.

Circumstances giving rise to retirement of members of the fund on pension.

Benefits to be granted out of the fund to those entitled to receive a pension.

Retirement due to ill-health or retrenchment after ten years' service.

11. Any member who is in default with his contributions owing to his having been on leave without pay or under suspension from duty without pay may at the sole discretion of the employer make good such arrears of contributions in such manner either by deductions from his salary or wages or otherwise as the employer shall select in which event the period in respect of which such arrear contributions have been paid shall be treated as pensionable service.

12. The employer shall at the end of each month or such other period as may be found convenient contribute and pay to the Trustees a contribution equal to such percentage of the total pensionable emoluments of the members during such month or other period as aforesaid as the actuary of the fund may from time to time recommend as sufficient for the maintenance of the fund or until a recommendation is made by the actuary of the fund under this scheme a contribution equal to such percentage of such emoluments as was recommended by the last actuarial report made under the old scheme.

13. If at the commencement date the contributions payable under the old scheme by any member or by the Company in respect of any member have not been fully paid (whether by reason of failure to pay the same after they became due or by reason that contributions in respect of a period before the commencement date have not yet become due) such member or the Company or the Railways shall pay to the Trustees the amount which was or would have become payable under the old scheme in respect of the period before the commencement date to the intent that there shall be no interruption in the obligation to contribute by reason of the substitution of these presents for the old scheme.

14. The Company or the Railways shall pay to the Trustees such further sums at such times and in such manner as shall appear from any actuarial report made pursuant to clause 11 of the agreement to be necessary for the maintenance of the fund.

PENSIONS AND OTHER BENEFITS PAYABLE OUT OF THE FUND

15. A member who attains pensionable age and has completed at least ten years of pensionable service shall have the right to retire on pension or may be required to retire on pension.

16. Subject to the provisions of these rules pensions or gratuities will be paid on the following scales:—

(i) To a member entitled or required under rule 15 hereof to retire a pension calculated at the rate of one-sixtieth of his pensionable emoluments for each year of pensionable service based on the average of the pensionable emoluments of the seven years of service immediately preceding retirement from the railway service or the annual average of the pensionable emoluments for the whole period of pensionable service whichever sum shall be the greater;

(ii) (a) To a member in the permanent railway service who has completed ten years' or more pensionable service but who has not attained pensionable age and who is retired from the railway service because he has become in the opinion

of the employer incapable of efficiently discharging his duties in the position then occupied by him by reason of infirmity of mind or body or owing to his post having become superfluous to the employer's requirement a pension as calculated in sub-clause (i) of this rule ;

- (b) A member who is retired from the railway service for any of the reasons mentioned in sub-paragraph (a) hereof without having completed ten years' pensionable service shall be entitled to receive a gratuity based on his average annual pensionable emoluments during the last seven years of pensionable service or during the whole period of such service whichever shall be the shorter and amounting to one-twelfth of such average annual pensionable emoluments for each year of pensionable service. Provided that if the amount of the gratuity payable under this sub-paragraph exceeds the total amount of the member's contributions to the fund together with interest thereon at current rates such excess shall be paid by the employer ;
- (iii) A member who shall after giving the notice required by any law regulation or contract voluntarily retire from the railway service before becoming entitled to retire upon pension shall thereupon cease to be a member of the fund and shall unless such retirement is in order to avoid dismissal on account of fraud dishonesty or misconduct or in anticipation of a charge of fraud dishonesty or misconduct being laid against him be entitled to receive and be paid out of the fund an amount equal to the contributions actually deducted from his salary or wages plus 10 per cent. of such amount in respect of each complete year for which he shall have made contributions in excess of thirteen years and on payment of such sum he shall have no further claim upon the Trustees or upon the fund or upon the employer ;
- (iv) A member being a female servant of the employer who shall be discharged or required to resign from the railway service on her marriage or who voluntarily retires from the railway service in contemplation of her marriage shall be paid an amount calculated according to the provisions of sub-clause (iii) of this rule ;
- (v) Any pension paid in accordance with the provisions of this rule to a member who has been compelled to retire from the railway service owing to his post having been become superfluous shall until such member shall have attained pensionable age be paid by the employer ;
- (vi) If a member of the fund shall die whilst in the railway service before becoming entitled under these rules to receive a pension there shall be paid out of the fund to such one or more of his dependants as the Trustees in their absolute discretion shall select a gratuity based on such member's average annual pensionable emoluments during the last seven years of pensionable service or the whole period of

Retirement due to ill-health or retrenchment before completion of ten years' service.

Voluntary retirement.

Retirement of female employee on marriage.

Members retrenched owing to abolition of posts to be paid a pension by the employer until the attainment of pensionable age.

Death of member before attainment of pensionable age.

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—cont.

such service whichever shall be the shorter and amounting to one-twelfth of such average annual pensionable emoluments for each year of pensionable service. Provided that if a member not having become entitled to a pension as aforesaid shall die without leaving any dependants there shall be paid out of the fund to the person lawfully administering his estate a sum equal to the amount of the contributions paid by such deceased member and upon such payment being made as aforesaid the Trustees and the fund and the employer shall be exempt from any further claim by any person whomsoever ;

Death of pensioner.

(vii) (a) If a member having become entitled to receive a pension under these rules shall die within five years from the date upon which he became entitled as aforesaid the Trustees shall continue to pay such pension to such one or more of his dependants as the Trustees shall in their absolute discretion select until five years shall have elapsed from the time that such member became entitled to a pension and on the expiry of such period of five years the pension shall cease and determine. Provided that the Trustees may at their sole discretion in lieu of such pension pay to such dependant or dependants a lump sum payment equivalent to the total of such pension as aforesaid which would otherwise continue to be payable as and from such member's death ;

(b) If a member having become entitled as aforesaid shall die without leaving any dependants there shall be paid out of the fund to the person lawfully administering his estate a sum equal to the balance (if any) remaining after deducting from the total of the contributions made by such deceased member the total of the amounts which he has received by way of pension and upon such payment being made as aforesaid the Trustees and the fund and the employer shall be exempt from any further claim by any person whomsoever ;

Any benefits paid to a member's dependants are not to be included in his estate.

(viii) In the event of the amounts payable under sub-clause (vi) or sub-clause (vii) of this rule (as the case may be) being paid to any dependant or dependants no such amounts shall be deemed to form part of the estate of such deceased member and the Trustees and the fund and the employer shall be exempt from any further claim whether by such person or persons as aforesaid or by the person lawfully administering the estate of such deceased member in such person's capacity as executor or administrator of the estate of such deceased member ;

Completed months of service to count.

(ix) For the purposes of this rule completed months of service only are to be taken into account and a month shall be regarded as the twelfth part of a year.

Additional pension in certain cases.

17.—(1) Each person who was on the 1st day of April 1947 either a member or qualified for membership of the old scheme shall be

entitled to a bonus addition to the normal pension which would otherwise be due to him according to the rules calculated by adding to his pensionable service one-tenth of a year in respect of each year of the period served by him subsequent to the vesting date as defined in the agreement up to a maximum addition of one year. Provided that if it is advantageous to the person the pension applicable to the additional period shall be calculated separately and shall be added to the normal pension which would but for this provision have been payable to him. Provided further that by neither method shall the addition to the pension otherwise normally due be greater than that applicable to one year's additional service.

(2) For the purpose of sub-clause (1)—

(a) "normal pension" means a pension under rule 16 (i) or 16 (ii) (a);

(b) the period served by the member after the vesting date shall be calculated as provided by sub-clause (ix) of the last preceding rule but the additional period shall be expressed in completed tenths of a year.

(3) Nothing in this rule shall be treated as increasing a member's service for the purpose of qualifying for any particular class of pension.

18. (i) A male member being about to retire on pension under rule 15 hereof or being about to retire on pension under rule 16 (ii) hereof in consequence of his post having become superfluous to the railway service shall on giving not less than one month's nor more than two months' notice in writing to the employer (such notice to expire on the date of such retirement as aforesaid and to be in the printed form prescribed from time to time by the employer) have the right subject to the provisions hereinafter contained to surrender to the Trustees a portion (being an exact number of pounds) of the pension to which he is entitled under the rules in order that in the event of such member predeceasing his wife after he has retired on pension his wife (i.e. the person to whom he is married at the date of the said notice) shall as from the date of death of such member be entitled to receive out of the fund a pension of such value as according to the table of allocation hereinafter referred to shall at the date of such member's retirement be actuarially equivalent to the value of that part of his pension which has been surrendered. If the age of the member or the age of his wife is not covered by such table of allocation the actuary of the fund shall make the necessary special calculation and the result of such calculation shall be deemed to be incorporated in the said table of allocation for the purposes of the rules:

Power of member to make provision for annuity to his wife on his death.

Provided always that—

(a) The employer may at its sole discretion accept such shorter period of notice as it shall think fit;

(b) A member shall not surrender to the Trustees any such portion of his pension as would make the amount of the reduced pension payable to such member less than the

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amount of the pension which would on such member's death become payable to his wife under the provisions of this rule nor surrender a smaller portion of his pension than would entitle the wife of such member to receive on the death of such member a pension equal to one-fourth of the amount of the reduced pension payable to him ;

(c) No member shall be entitled to give such notice as aforesaid until he shall have passed the medical examination from time to time prescribed by the employer. Provided that if in the opinion of the medical board conducting such medical examination the health of the member is such that for the purposes of this rule his age should be taken as being a stated number of years older than he actually is then in such case for the purpose of calculating the amount of the pension payable to his wife in accordance with the hereinbefore mentioned table of allocation his age shall be deemed to have been increased by such stated number of years.

(ii) This rule shall operate and take effect without prejudice in any way to the benefits to which the dependant or dependants or estate of a deceased member shall or may be entitled under the provisions of subsections (vii) (a) or (b) of rule 16 and any such benefits shall be in addition to the pension payable under this rule. Provided always if a pension shall be payable under this rule and subsection (vii) (b) of rule 16 shall come into operation the member shall for the purposes of the said subsection be deemed to have received between the date of retirement and the date of his death the pension which he would have received if he had not exercised the option conferred by this rule.

(iii) If at any time after a member shall have given such notice as is hereinbefore mentioned but before he shall have actually retired on pension the wife of such member shall predecease him then upon the employer being satisfied as to such death such notice as aforesaid shall be deemed to be null and void.

(iv) The hereinbefore-mentioned table of allocation (i.e. a table showing according to the age of a member and the age of his wife the amount of pension payable to the wife as from the date of death of the member if such member dies before his wife and after he has retired on pension for each £1 of pension surrendered by him) shall be in the form of the table set out below. In such table the expression "age of member" shall mean the age of a member on the first day in respect of which his pension will become payable if that day is his birthday or in any other case his age on his last birthday preceding that day and the expression "age of wife" shall mean the age of the member's wife on the first day in respect of which the member's pension will become payable if that day is her birthday or in any other case her age on her last birthday preceding that day. For the purpose of ascertaining the age of a member and his wife for the purposes of this rule the provisions of rule 8 (ii) and 8 (iii) hereof shall *mutatis mutandis* be deemed to be applicable hereto.

12 & 13 GEO. 6 *Rhodesia Railways Limited*
(Pension Schemes and Contracts) Act, 1949

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TABLE OF ALLOCATION

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 —cont.

Age of wife	AGE OF MEMBER					Age of wife
	50	51	52	53	54	
20	1 16 1	—	—	—	—	20
21	1 16 6	1 14 6	—	—	—	21
22	1 17 0	1 15 0	1 13 1	—	—	22
23	1 17 7	1 15 6	1 13 7	1 11 8	—	23
24	1 18 4	1 16 1	1 14 1	1 12 2	1 10 4	24
25	1 19 1	1 16 9	1 14 8	1 12 8	1 10 10	25
26	1 19 9	1 17 5	1 15 3	1 13 2	1 11 4	26
27	2 0 5	1 18 1	1 15 10	1 13 9	1 11 10	27
28	2 1 2	1 18 9	1 16 6	1 14 4	1 12 4	28
29	2 2 0	1 19 6	1 17 2	1 15 0	1 12 11	29
30	2 2 10	2 0 3	1 17 10	1 15 8	1 13 6	30
31	2 3 9	2 1 1	1 18 7	1 16 4	1 14 2	31
32	2 4 8	2 1 11	1 19 5	1 17 1	1 14 10	32
33	2 5 8	2 2 10	2 0 3	1 17 10	1 15 6	33
34	2 6 9	2 3 10	2 1 2	1 18 8	1 16 3	34
35	2 7 10	2 4 10	2 2 1	1 19 6	1 17 0	35
36	2 9 0	2 5 11	2 3 1	2 0 5	1 17 10	36
37	2 10 3	2 7 1	2 4 2	2 1 5	1 18 9	37
38	2 11 7	2 8 4	2 5 3	2 2 5	1 19 8	38
39	2 13 0	2 9 8	2 6 5	2 3 6	2 0 8	39
40	2 14 6	2 11 0	2 7 8	2 4 8	2 1 9	40
41	2 16 2	2 12 6	2 9 1	2 5 11	2 2 11	41
42	2 18 1	2 14 2	2 10 7	2 7 3	2 4 2	42
43	3 0 1	2 15 11	2 12 2	2 8 8	2 5 5	43
44	3 2 2	2 17 10	2 13 10	2 10 2	2 6 9	44
45	3 4 3	2 19 10	2 15 8	2 11 10	2 8 3	45
46	3 6 6	3 2 0	2 17 8	2 13 8	2 9 11	46
47	3 9 1	3 4 4	2 19 10	2 15 8	2 11 8	47
48	3 12 0	3 6 10	3 2 2	2 17 9	2 13 7	48
49	3 15 2	3 9 7	3 4 8	3 0 0	2 15 9	49
50	3 18 6	3 12 7	3 7 4	3 2 6	2 18 1	50
51	4 2 0	3 15 11	3 10 3	3 5 2	3 0 6	51
52	4 5 10	3 19 6	3 13 6	3 8 1	3 3 1	52
53	4 10 1	4 3 5	3 17 1	3 11 3	3 5 11	53
54	4 14 10	4 7 8	4 0 11	3 14 9	3 9 0	54
55	5 0 0	4 12 3	4 5 1	3 18 7	3 12 6	55
56	5 5 7	4 17 3	4 9 9	4 2 9	3 16 4	56
57	5 11 7	5 2 10	4 14 10	4 7 4	4 0 6	57
58	5 18 2	5 9 0	5 0 5	4 12 5	4 5 1	58
59	6 5 7	5 15 10	5 6 7	4 18 0	4 10 2	59
60	6 14 0	6 3 4	5 13 5	5 4 3	4 15 9	60
61	—	6 11 6	6 0 11	5 11 2	5 2 0	61
62	—	—	6 9 2	5 18 9	5 8 11	62
63	—	—	—	6 7 0	5 16 7	63
64	—	—	—	—	6 5 0	64

2ND SCH.
—cont.

Age of wife	AGE OF MEMBER					Age of wife
	55	56	57	58	59	
25	1 9 1	—	—	—	—	25
26	1 9 6	1 7 10	—	—	—	26
27	1 9 11	1 8 3	1 6 7	—	—	27
28	1 10 5	1 8 8	1 7 0	1 5 5	—	28
29	1 11 0	1 9 2	1 7 5	1 5 10	1 4 4	29
30	1 11 7	1 9 8	1 7 11	1 6 3	1 4 9	30
31	1 12 2	1 10 2	1 8 5	1 6 8	1 5 2	31
32	1 12 9	1 10 9	1 8 11	1 7 2	1 5 7	32
33	1 13 4	1 11 4	1 9 5	1 7 8	1 6 0	33
34	1 14 0	1 11 11	1 10 0	1 8 2	1 6 5	34
35	1 14 9	1 12 7	1 10 7	1 8 9	1 6 11	35
36	1 15 6	1 13 4	1 11 3	1 9 4	1 7 6	36
37	1 16 4	1 14 1	1 11 11	1 9 11	1 8 1	37
38	1 17 2	1 14 10	1 12 7	1 10 7	1 8 8	38
39	1 18 1	1 15 8	1 13 4	1 11 3	1 9 3	39
40	1 19 1	1 16 7	1 14 2	1 12 0	1 9 11	40
41	2 0 1	1 17 6	1 15 1	1 12 9	1 10 8	41
42	2 1 2	1 18 6	1 16 0	1 13 7	1 11 5	42
43	2 2 4	1 19 7	1 17 0	1 14 6	1 12 3	43
44	2 3 8	2 0 9	1 18 1	1 15 6	1 13 2	44
45	2 5 1	2 2 0	1 19 3	1 16 7	1 14 1	45
46	2 6 7	2 3 4	2 0 5	1 17 8	1 15 1	46
47	2 8 1	2 4 9	2 1 8	1 18 10	1 16 2	47
48	2 9 9	2 6 4	2 3 1	2 0 1	1 17 4	48
49	2 11 8	2 8 0	2 4 8	2 1 6	1 18 7	49
50	2 13 9	2 9 10	2 6 4	2 3 0	1 19 11	50
51	2 16 0	2 11 10	2 8 2	2 4 8	2 1 5	51
52	2 18 5	2 14 0	2 10 1	2 6 6	2 3 1	52
53	3 1 0	2 16 5	2 12 2	2 8 5	2 4 11	53
54	3 3 10	2 19 0	2 14 6	2 10 6	2 6 10	54
55	3 6 11	3 1 10	2 17 2	2 12 10	2 8 11	55
56	3 10 5	3 5 0	3 0 1	2 15 5	2 11 3	56
57	3 14 3	3 8 6	3 3 3	2 18 3	2 13 9	57
58	3 18 5	3 12 4	3 6 7	3 1 4	2 16 6	58
59	4 3 0	3 16 6	3 10 4	3 4 9	2 19 7	59
60	4 8 1	4 1 0	3 14 6	3 8 6	3 3 0	60
61	4 13 8	4 6 0	3 19 1	3 12 8	3 6 9	61
62	4 19 11	4 11 8	4 4 2	3 17 4	3 11 0	62
63	5 6 10	4 18 0	4 9 10	4 2 6	3 15 9	63
64	5 14 6	5 5 0	4 16 3	4 8 3	4 1 0	64
65	6 3 1	5 12 9	5 3 4	4 14 7	4 6 9	65
66	—	6 1 4	5 11 2	5 1 8	4 13 0	66
67	—	—	5 19 9	5 9 7	5 0 0	67
68	—	—	—	5 18 5	5 8 0	68
69	—	—	—	—	5 17 4	69

Age of wife	AGE OF MEMBER						Age of wife
	60	61	62	63	64	65	
30	1 3 4	—	—	—	—	—	30
31	1 3 8	1 2 3	—	—	—	—	31
32	1 4 0	1 2 7	1 1 3	—	—	—	32
33	1 4 5	1 2 11	1 1 7	1 0 3	—	—	33
34	1 4 10	1 3 4	1 1 11	1 0 7	19 3	—	34
35	1 5 4	1 3 9	1 2 3	1 0 11	19 7	18 4	35
36	1 5 10	1 4 2	1 2 8	1 1 3	19 11	18 8	36
37	1 6 4	1 4 8	1 3 1	1 1 8	1 0 3	19 0	37
38	1 6 10	1 5 2	1 3 7	1 2 1	1 0 8	19 4	38
39	1 7 5	1 5 8	1 4 1	1 2 6	1 1 1	19 9	39
40	1 8 0	1 6 3	1 4 7	1 3 0	1 1 6	1 0 2	40
41	1 8 8	1 6 10	1 5 1	1 3 6	1 2 0	1 0 7	41
42	1 9 4	1 7 5	1 5 8	1 4 0	1 2 6	1 1 0	42
43	1 10 1	1 8 1	1 6 3	1 4 7	1 3 0	1 1 5	43
44	1 10 11	1 8 10	1 6 11	1 5 2	1 3 6	1 1 11	44
45	1 11 9	1 9 7	1 7 8	1 5 10	1 4 1	1 2 6	45
46	1 12 8	1 10 5	1 8 5	1 6 6	1 4 9	1 3 1	46
47	1 13 8	1 11 4	1 9 3	1 7 3	1 5 5	1 3 8	47
48	1 14 9	1 12 4	1 10 1	1 8 1	1 6 2	1 4 4	48
49	1 15 11	1 13 5	1 11 0	1 8 11	1 6 11	1 5 1	49
50	1 17 2	1 14 6	1 12 0	1 9 10	1 7 9	1 5 10	50
51	1 18 6	1 15 8	1 13 2	1 10 10	1 8 8	1 6 8	51
52	1 19 11	1 17 0	1 14 5	1 11 11	1 9 8	1 7 7	52
53	2 1 6	1 18 6	1 15 9	1 13 1	1 10 8	1 8 6	53
54	2 3 4	2 0 1	1 17 2	1 14 5	1 11 10	1 9 6	54
55	2 5 3	2 1 10	1 18 9	1 15 10	1 13 2	1 10 8	55
56	2 7 4	2 3 9	2 0 5	1 17 5	1 14 7	1 12 0	56
57	2 9 8	2 5 10	2 2 4	1 19 1	1 16 1	1 13 5	57
58	2 12 2	2 8 2	2 4 5	2 1 0	1 17 8	1 14 11	58
59	2 14 11	2 10 8	2 6 9	2 3 1	1 19 8	1 16 7	59
60	2 18 0	2 13 5	2 9 3	2 5 4	2 1 9	1 18 5	60
61	3 1 5	2 16 6	2 12 0	2 7 10	2 4 0	2 0 6	61
62	3 5 2	2 19 11	2 15 1	2 10 7	2 6 6	2 2 9	62
63	3 9 5	3 3 8	2 18 6	2 13 8	2 9 3	2 5 3	63
64	3 14 2	3 7 11	3 2 3	2 17 2	2 12 4	2 8 0	64
65	3 19 5	3 12 8	3 6 6	3 1 0	2 15 10	2 11 1	65
66	4 5 2	3 17 11	3 11 3	3 5 3	2 19 8	2 14 7	66
67	4 11 7	4 3 9	3 16 7	3 9 11	3 3 11	2 18 6	67
68	4 18 10	4 10 4	4 2 7	3 15 2	3 8 9	3 2 10	68
69	5 7 0	4 17 9	4 9 3	4 1 2	3 14 3	3 7 8	69
70	5 16 4	5 6 1	4 16 9	4 8 2	4 0 5	3 13 2	70
71	—	5 15 5	5 5 2	4 16 0	4 7 2	3 19 5	71
72	—	—	5 14 8	5 4 8	4 14 9	4 6 4	72
73	—	—	—	5 14 2	5 3 6	4 14 2	73
74	—	—	—	—	5 13 10	5 3 2	74
75	—	—	—	—	—	5 13 8	75

2ND SCH.
—cont.

(v) In the event of a pension becoming payable under this rule to the wife of a member who was retired from the railway service under rule 16 (ii) hereof in consequence of his post having become superfluous to the employer's requirements such pension shall be paid partly by the employer and partly out of the fund according to the ratio which the commuted value as actuarially ascertained of the member's pension at the date of retirement on the basis of such pension ceasing to be payable on his attaining pensionable age bears to the commuted value as actuarially ascertained of such pension at the date of retirement on the basis of the pension only commencing to be payable on his attaining pensionable age.

(vi) This rule shall not be applicable to a male member who is retained in the permanent railway service after he has become entitled to retire on pension under rule 15 unless such member gave to the employer before the 12th November 1941 the notice prescribed in the provisions of the old scheme corresponding to this rule.

19. (i) A male member who is or has after the 12th November 1941 been retained in the permanent railway service after he has become entitled to retire on pension under rule 15 or the corresponding provisions of the old scheme and who did not before the 12th November 1941 give a notice to the employer in accordance with the provisions of the old scheme corresponding to rule 18 hereof shall on giving not less than one month's nor more than two months' notice in writing to the employer expiring at any time during the continuance of his railway service (such notice to be in the printed form prescribed from time to time by the employer) have the right subject to the provisions hereinafter contained to surrender to the Trustees a portion (being an exact number of pounds) of the pension to which he will be entitled under rule 16 (i) on retirement in order that in the event of such member predeceasing his wife whilst he is still in the permanent railway service or after he has retired on pension his wife (i.e. the person to whom he is married at the date of the said notice) shall as from the date of death of such member be entitled to receive out of the fund a pension of such value as according to the table of allocation contained in rule 18 shall at the date of such member's retirement or death whilst in the railway service (as the case may be) be actuarially equivalent to the value of that part of his pension which has been surrendered and for this purpose the said table of allocation shall be treated as being a table showing according to the age of a member and the age of his wife the amount of pension payable to the wife as from the date of death of the member (if such member dies before his wife whether before or after he has retired on pension) for each one pound of pension surrendered by him. In such table as aforesaid the expression "age of member" shall mean the age of a member on the first day in respect of which his pension will become payable or the day of his death whilst in the railway service (as the case may be) if that day is his birthday or in any other case his age on his last birthday preceding that day and the expression "age of wife" shall mean the age of the member's wife on the first day in respect of which the member's pension will become payable or the day of his death whilst in the railway service (as the case may be) if that day is her birthday or in any other case her age on her last birthday preceding that

Additional
power to make
provision for
widow.

day For the purpose of ascertaining the age of a member and his wife for the purposes of this rule the provisions of sub-clauses (ii) and (iii) of rule 8 shall be deemed to be applicable hereto. If the age of the member or the age of his wife is not covered by such table of allocation the actuary of the fund shall make the necessary special calculation and the result of such calculation shall be deemed to be incorporated in the said table of allocation for the purposes of these rules:

2ND SCH.
—cont.

Provided always that—

- (a) The employer may at its sole discretion accept such shorter period of notice as it shall think fit and may treat any notice already given or accepted as a valid notice for such shorter period ;
 - (b) A member shall not surrender to the Trustees any such portion of his pension as would make the amount of the reduced pension payable to such member less than the amount of the pension which would on such member's death become payable to his wife under the provisions of this rule nor surrender a smaller portion of his pension than would entitle the wife of such member to receive on the death of such member a pension equal to one-fourth of the amount of the reduced pension payable to him ;
 - (c) For the purpose of calculating the portion of his pension which a member may surrender to the Trustees under the provisions of this sub-clause (but for no other purpose) a member shall be deemed to be entitled on his retirement under rule 15 to a pension equal to that pension which he would have received had he retired on the date on which he gave notice to the employer under the provisions of sub-clause (i) of this rule ;
 - (d) No member shall be entitled to give such notice as aforesaid until he shall have passed the medical examination from time to time prescribed by the employer. Provided that if in the opinion of the medical board conducting such medical examination the health of the member is such that for the purposes of this rule his age should be taken as being a stated number of years older than he actually is then in such case for the purpose of calculating the amount of the pension payable to his wife in accordance with the hereinbefore-mentioned table of allocation his age shall be deemed to have been increased by such stated number of years.
- (ii) This rule shall operate and take effect without prejudice in any way to the benefits to which the dependant or dependants or estate of a deceased member shall or may be entitled under the provisions of sub-clauses (vii) (a) or (b) of rule 16 and any such benefits shall be in addition to the pension payable under this rule. Provided always that if a pension shall be payable under this rule and sub-clause (vii) (b) of rule 16 shall come into operation the member shall for the purposes of the said sub-clause be deemed to have received between the date of retirement and the date of his death the

2ND SCH.
—cont.

pension which he would have received if he had not exercised the option conferred by this rule.

(iii) If at any time after a member shall have given such notice as aforesaid but before he shall actually have retired on pension the wife of such member shall predecease him then upon the employer being satisfied as to such death such notice as aforesaid shall be deemed to be null and void.

(iv) A member to whom this rule is applicable may before he retires on pension surrender to the Trustees in accordance with the provisions of rule 18 a portion of his pension or an additional portion of his pension if he has already surrendered one portion in accordance with the provisions of sub-clause (i) of this rule. Provided that the amount surrendered shall be such that the amount of the pension payable to such member's wife on his death as a result of such surrender or as a result of such original and additional surrenders (as the case may be) shall fall within the limits prescribed by proviso (b) to rule 18 (i). All calculations for the purposes of this sub-clause shall be made on the basis of the pension which the member will in fact receive on retirement and in the event of the amount of the pension payable to a member's wife falling outside such limits as aforesaid (as a result of the original calculation having been made on a notional basis in accordance with the provisions of proviso (c) to sub-clause (i) of this rule) a member shall be deemed (subject to his passing the necessary medical examination) to have made the minimum additional surrender (being an exact number of pounds) which may be necessary to bring the amount of the pension payable to his wife on his death within such limits as aforesaid and his pension shall be adjusted accordingly.

Transfers from
Great Britain
to Africa.

20.—(1) If an employee in the permanent service of the Company or the Railways in Great Britain is transferred to the permanent railway service as an employee of the Company or the Railways in Africa and at the date of such transfer has reached the age of 18 years the Trustees with the consent in writing of the employer may admit such employee (hereafter called "the transferred employee") to membership of this scheme under this rule from the date of such transfer—

(a) whether or not he has reached the age of 45 years ; and

(b) either with or without a medical examination as the Trustees and the employer may together determine ;

and the following provisions of this rule shall have effect in respect of a transferred employee so admitted to membership under this rule.

(2) As from the date on which the transferred employee becomes a member of this scheme contributions shall be made to the fund by him and by the employer in respect of him at such rates and in such manner as are provided by rules 9 10 11 and 12.

(3) Nothing contained in the last preceding sub-clause shall impose any obligation on the transferred employee or the employer to make any contributions to the fund under the rules therein mentioned in respect of any period before the transferred employee becomes

a member of this scheme but the transferred employee and the employer or either of them may agree with the Trustees to make a further payment to the fund in addition to the contributions referred to in the last preceding sub-clause and nothing contained in this sub-clause shall affect the liability of the employer under rule 14.

(4) For the purpose of ascertaining the benefit payable under these rules to or in respect of the transferred employee or to or in respect of a member who became a member of the old scheme under the provisions of the old scheme corresponding to this rule (which member is included for this purpose in the expression "the transferred employee")—

- (a) all periods before his transfer spent by the transferred employee in the permanent service of the Company or the Railways in Great Britain shall be deemed to have been spent in the permanent railway service as an employee of the Company or the Railways in Africa and all references to pensionable service and other like expressions shall be construed accordingly ; and
- (b) the definition of pensionable emoluments in rule 1 (4) (xviii) shall where necessary be deemed to extend to any period included in the pensionable service of the transferred employee under paragraph (a) hereof but so that as regards such period any proportion or value which under rule 1 (4) (xviii) (b) or (c) is to be determined from time to time by the employer shall be determined for the whole of such period by the employer of the transferred employee at the time when the transferred employee is admitted to membership of this scheme ; but
- (c) all benefits (other than a return of contributions or any balance thereof or any addition thereto under rule 16 (iii) or (iv)) payable to or in respect of the transferred employee shall be reduced in manner provided by sub-clauses (5) and (6) hereof ; and
- (d) all references in these rules to the contributions of or the contributions paid by a member shall (notwithstanding anything contained in rule 1 (4) (vii)) mean only the contributions of or paid by the transferred employee since he became a member of the old scheme or of this scheme and any further sum paid by him to the fund under any agreement made under sub-clause (3) hereof (or under the corresponding provisions of the old scheme).

(5) If the transferred employee was immediately before his transfer to the permanent railway service a member of the London pension scheme then—

- (a) if a benefit (whether pension gratuity or other benefit) is payable to or in respect of him under these rules (whether out of the fund or by the employer) and a benefit of the same sort having substantially similar incidents is also payable to or in respect of him under the London pension scheme the amount of the benefit payable under these rules shall be reduced by the amount of the benefit payable under the London pension scheme ;

2ND SCH.
—cont.

(b) if the benefit so payable under these rules is of a different sort from the benefit so payable under the London pension scheme (for example if one is a pension and the other a gratuity) or if their incidents so far differ that the provisions of the last paragraph cannot in the opinion of the Trustees be readily applied the amount of the benefit payable under these rules shall be so reduced as to secure in the opinion of the actuary of the fund that the total actuarial value of the reduced benefit payable under these rules and the benefit payable under the London pension scheme equals the actuarial value of the benefit which would have been payable under these rules if the amount had not been reduced.

(6) If the transferred employee was not immediately before his transfer to the permanent railway service a member of the London pension scheme then any benefit payable under these rules (whether out of the fund or by the employer) to or in respect of him shall be reduced by such amount as the actuary of the fund shall certify to be proper having regard to the fact that no contributions were paid to the fund by him or by the Company or the Railways in respect of him while he was in the service of the Company or the Railways in Great Britain but taking into account any sum paid to the fund by him or by the Company or the Railways in accordance with any agreement made under sub-clause (3) hereof or under the corresponding provisions of the old scheme.

(7) For the purpose of calculating pensionable emoluments and generally for the purpose of giving effect to the provisions of this rule the Trustees shall determine at what rate of exchange any sum expressed in any currency shall be converted into any other currency and shall resolve as they shall think most appropriate any difficulty arising under rules 18 or 19 and generally the Trustees shall also have power to declare how any matter which in their opinion is incidental to or consequential upon any of the provisions of this rule shall be determined for the purpose of giving effect to this rule.

(8) In this rule the expression "the London pension scheme" means the pension scheme for the benefit of the London staff of the Company and the Railways regulated by a trust deed dated the 12th December 1928 as amended by subsequent deeds supplemental thereto and by the agreement referred to in section 4 of the Rhodesia Railways Limited (*Pension Schemes and Contracts*) Act 1949 and otherwise from time to time.

Transfers from
Africa to
Great Britain.

21.—(1) If a member of this scheme is temporarily transferred from the permanent railway service to the service of the Company or the Railways in Great Britain he shall nevertheless remain a member of this scheme and contributions shall continue to be made to the fund by him and by the employer in respect of him and generally for all the purposes of these rules time so spent by such member in the service of the Company or the Railways in Great Britain shall be deemed to have been spent in the permanent railway service and to form part of the member's pensionable service accordingly.

(2) The employer shall have power conclusively to determine whether a transfer is to be treated as temporary for the purposes of this rule.

2ND SCH.
—cont.

(3) For the purpose of calculating the pensionable emoluments of the member during the period spent by him in the service of the Company or the Railways in Great Britain and generally for the purpose of giving effect to the provisions of this rule the Trustees shall determine at what rate of exchange any sum expressed in any currency shall be converted into any other currency and generally the Trustees shall also have power to declare how any matter which in their opinion is incidental to or consequential upon any of the provisions of this rule shall be determined for the purpose of giving effect to this rule.

GENERAL

22. No member shall be eligible for any pension or gratuity under these rules who shall be dismissed from the railway service as a result of fraud dishonesty or misconduct or who shall retire from the railway service in order to avoid such dismissal as aforesaid but such member shall be entitled to have returned to him the amount of his contributions without any interest thereon and thereafter he shall have no further claim upon the Trustees or the fund or the employer subject however to the right of the employer to deduct from any such amount due to him under this rule the amount of any loss in respect of any money or goods misappropriated or in respect of any wilful damage done to the property of the employer which the employer may have sustained by reason of such fraud dishonesty or misconduct.

Members dismissed from the railway service.

23. If after a member on attaining pensionable age has retired from the railway service it is found that during the period of his service he had been guilty of any fraud dishonesty or misconduct which would have merited dismissal the pension of any such member shall cease to be payable upon his being notified in writing by the employer of the discovery of such fraud dishonesty or misconduct as aforesaid and he shall be entitled to have returned to him the amount of his contribution without any interest thereon less any sum which he may have received as an instalment payable in respect of his pension and less the amount of any loss in respect of money or goods misappropriated or in respect of wilful damage done to the property of the employer which the employer may have sustained by reason of such fraud dishonesty or misconduct.

Fraud being subsequently discovered after receipt of pension.

24. No pension or other benefit payable under this scheme or right to a pension or other benefit shall be capable of being assigned or transferred or otherwise ceded or of being pledged or hypothecated nor shall the same or any contributions made by a member or on his behalf be liable to be attached or subjected to any form of execution under a judgment or order of a court of law and in the event of the beneficiary attempting to assign transfer or otherwise cede or to pledge or hypothecate (whether voluntarily or involuntarily) a pension or other benefit payment of the same may be withheld suspended or entirely discontinued if the Trustees so

Pensions etc. from the fund not assignable or executable.

2ND SCH.
—cont.

determine Provided that the Trustees may direct the payment of such pension or benefit or part thereof to any one or more of the dependants of a beneficiary or to a trustee for such dependant or dependants during such period as the Trustees may direct.

How pensions
from the fund
affected by
insolvency.

25. (i) If the estate of any member in receipt of a pension from this scheme or entitled to receive the same is sequestrated or surrendered or assigned for the benefit of his creditors the pension shall forthwith determine Provided that in any case all or any part of the pension may in the sole discretion of the Trustees be paid to or for the benefit of all or any of the following persons namely the member or the member's dependants If the payment is made to the member it shall be for his personal use and may not in any way be attached or appropriated by the trustee in insolvency or by his creditors anything to the contrary notwithstanding in any law relating to insolvency.

(ii) Whenever a pension has determined under sub-clause (i) of this rule it shall be revived on rehabilitation of the pensioner or on the setting aside of the sequestration of his estate or on the claims of his creditors being satisfied and he shall receive a pension at the same rate and under the same conditions as before the sequestration surrender or assignment together with any arrears that may be due thereon.

Commutation
of pension.

26. The Trustees at their sole discretion may in exceptional cases upon the application of any member or of any person entitled to a pension having regard to his state of health or other special circumstances grant to him in lieu or in commutation of the pension to which he may become or is entitled a lump sum payment not exceeding the actuarial equivalent of the pension payable.

Rules not to
affect employer's
regulations.

27. Nothing in these rules shall preclude the employer from dismissing retrenching or retiring any member in accordance with the provisions of the employer's staff regulations or such additional regulations as the employer shall from time to time see fit to make.

Right to a
pension or other
benefit not to be
a ground for
increasing
damages for
dismissal.

28. Any pension or other benefit to which a member might claim to be entitled under the provisions of the agreement and these rules shall not be used as a ground for increasing damages in any action brought by any such member against the employer in respect of his dismissal.

No member to
have any claim
against the
Trustees except
in accordance
with the rules.

29. No person whether a member or otherwise shall have any claim, right or interest upon to or in respect of the fund or any contributions thereto or any interest therein or any claim upon or against the Trustees or the employer except under and in accordance with the provisions of these rules.

Marginal notes.

30. The marginal notes do not form any part of the rules but are for convenience of reference only.

Alteration of
rules.

31. These rules may be altered in manner provided in the agreement.

THIRD SCHEDULE

RHODESIAN NON-CONTRIBUTORY SCHEME

THIS AGREEMENT made the _____ day of _____ 194 _____ between JAMES SMITH HALL GRANT of Mutual Buildings Bulawayo in the colony of Southern Rhodesia REGINALD ARTHUR WALTERS of the same address ARTHUR EDWARD HADLEY C.B.E. of 62 London Wall in the city of London and REGINALD EDWARD FITZGERALD of 11 Old Jewry in the city of London (hereinafter together called "the Old Trustees") of the first part the RHODESIA RAILWAYS LIMITED a Company incorporated in England under the Companies Acts 1862-1890 whose registered office is situate at 11 Old Jewry in the city of London (hereinafter called "the Company") of the second part

(hereinafter called "the Railways") of the third part and

(hereinafter together called "the Trustees" which expression includes their successors in title the Trustees or Trustee for the time being of these presents) of the fourth part.

WHEREAS—

(A) The Company is the owner of a railway undertaking in the colony of Southern Rhodesia the territory of Northern Rhodesia the Bechuanaland Protectorate and elsewhere:

(B) The Old Trustees are the present trustees of a non-contributory pension scheme (hereinafter called "the old scheme") constituted for the benefit of the staff of the Company in Africa by a trust deed dated the 31st October 1928 and made between the Company of the one part and Sir Henry Birchenough and Robert James Hackshaw of the other part as amended by various supplemental trust deeds:

(C) The Railways are a body corporate constituted by a statute of the legislature of the said colony of Southern Rhodesia entitled "the Rhodesia Railways Act 1949" (hereinafter called "the Rhodesian Act") and by the provisions of such statute the rights and powers of the Company in relation to the said railway undertaking will become vested in or exercisable at the direction of the Railways:

(D) It has accordingly become desirable to constitute the new scheme herein contained in substitution for the old scheme for the purposes of providing pensions and other benefits for the employees in Africa of the Company and the Railways who were members of the old scheme and for such other purposes as hereinafter appear:

(E) The Rhodesian Act authorises the Railways to enter into an agreement for the purposes for which this agreement is entered into:

(F) The Trustees are the persons designated pursuant to the Rhodesian Act to be the Trustees of this scheme:

(G) By a statute of the Parliament of the United Kingdom of Great Britain and Northern Ireland entitled "the Rhodesia Railways Limited (Pension Schemes and Contracts) Act 1949" the Company

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and the Old Trustees are authorised and directed to enter into an agreement in the form of these presents and to carry the same into effect:

Now this deed made in consideration of the premises witnesseth and it is hereby agreed and declared as follows:—

1. Subject to the discharge by the Company of any administration expenses incurred under the old scheme before the date hereof and to the retention by the Old Trustees of funds sufficient to discharge any liability of the Old Trustees to the Commissioners of Inland Revenue arising before or on the transfer of assets under the provisions of this clause the Old Trustees shall forthwith pay and transfer to the Trustees all moneys and investments now held by the Old Trustees upon the trusts and subject to the powers and provisions of the old scheme and the Trustees shall hold the same freed and discharged from all the trusts powers and provisions of the old scheme but upon and subject to the trusts powers and provisions of this scheme.

2. The said moneys and investments and all moneys payable to the Trustees under the provisions hereof and the property for the time being representing the same and the income thereof (hereinafter together called "the fund") shall be held and administered by the Trustees under and in accordance with the rules set out in the schedule hereto (hereinafter called "the rules") which shall form part of this scheme.

3. As from the execution of this agreement the old scheme shall cease to have effect (except in so far as it may be necessary to refer to the old scheme for ascertaining rights under this scheme which are conferred by reference to the old scheme) and the Old Trustees and the Company shall be discharged from any liability to pay to any person any benefits under the old scheme and the Company shall be discharged from any liability to make any other payments thereunder.

4. The Trustees shall once in every year cause to be prepared a statement of accounts and balance sheet of the fund which shall be audited by an auditor and shall at least once in every five years cause an investigation and report to be made by an actuary appointed by the Trustees as to the financial position of the fund.

5. The Company or the Railways shall from time to time make such additions to the fund as shall appear from any report made under the last preceding clause to be necessary to keep the fund sufficient for the provision of all benefits to which any person may be or become entitled under this scheme.

6. With a view to discharging the actuarial deficiency in the fund ascertained by a report of an actuary on the state of the old scheme as at 30th September 1947 and of preventing further deficiencies arising hereafter the Company or the Railways shall make the following payments to the Trustees (namely):—

- (i) They shall until the 30th September 1967 pay to the Trustees by the instalments and at the times mentioned in the said report the special contributions at the rate of £148,800 per

annum therein mentioned (other than any instalments already paid before the date hereof); and

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- (ii) They shall pay to the Trustees in every year a sum equal to 20 per cent. of the salaries or wages of the employees under pensionable age who are for the time being members of this scheme;

and so long as they shall maintain such payments the Trustees shall not be obliged to require earlier payment of such deficiency Provided always that:

- (a) Nothing herein shall prevent the Trustees requiring earlier or greater payments if on any future actuarial report it shall appear that the payments provided in this clause are likely not to suffice for the maintenance of the scheme;
- (b) The Trustees may (if on a future actuarial report such a course shall appear justified) reduce the amount of or allow further time for the making of any of the above payments.

7.—(1) The following sums (namely):—

- (i) All sums payable under clauses 5 and 6 of this agreement; and
- (ii) All sums which under rules 2 9 13 22 (iv) or under any future amendment to the rules are expressed to be payable by the employer or by the Company or the Railways;

shall be payable (without any apportionment by reference to any period or periods in respect of which they are payable) as follows:—

- (a) Until the vesting date as defined in sub-clause (2) of this clause the Company shall be liable to pay all such sums notwithstanding that any part of the same relates or is calculated by reference to a person whose employer is the Railways;
- (b) After the said vesting date the Railways shall be liable to pay all such sums notwithstanding that any part of the same relates or is calculated by reference to a person whose employer is the Company;
- (c) After the said vesting date the Railways shall also be liable to pay any part of such sums which has not been paid by the Company before the said vesting date although the same became payable before the said vesting date;

and the Company and the Railways hereby covenant with the Trustees that they will respectively pay to the Trustees accordingly all such sums for which they may be so liable.

(2) The expression "the vesting date" means the date at which the rights and powers of the Company in relation to its railway undertaking become vested in or exercisable at the direction of the Railways.

8. The Trustees shall pay out of the fund or cause to be paid by the Company or the Railways such pensions or other benefits as are payable under the rules.

9. All moneys in the hands or under the control of the Trustees and not presently required for the purpose of making payments under the rules shall be invested by the Trustees either (i) in any manner

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for the time being authorised by the law of the colony of Southern Rhodesia for the investment of funds comprised in a Southern Rhodesian trust or (ii) in any manner for the time being authorised by the law of England for the investment of funds comprised in an English trust or (iii) in any manner for the time being approved by the authority as defined in the Rhodesian Act.

10. The costs arising on actuarial valuations and all other costs and expenses of administering the fund shall be borne by the Company or the Railways in the same manner as the sums mentioned in clause 7 hereof. In the administration of the fund the Trustees instead of acting personally may employ and pay agents whether solicitors accountants bankers stockbrokers or any other persons whatsoever.

11. The power of appointing new Trustees and removing Trustees is vested in the Company or after the vesting date in the authority of the Railways as defined in the Rhodesian Act. There shall be not less than two and not more than four Trustees of whom one shall be a member of the board of the Railways as defined in the Rhodesian Act and one shall be an officer but not a member of the board of the Railways.

12. Any of the Trustees may resign his office by giving notice in writing to the Company or after the vesting date to the Railways of his desire so to do.

13. In the event of the death resignation or removal of any of the Trustees all the powers of the Trustees shall be exercisable by the survivors or survivor of them pending the appointment of a new Trustee.

14. The Company or after the vesting date the Railways shall appoint in writing a secretary of this scheme who may be one of the Trustees and shall have power to remove such secretary in like manner.

15. The Company or after the vesting date the Railways may at any time decide that any of the Trustees shall be paid remuneration for his services as Trustee at such rate and on such terms as the Company or the Railways think fit and may at any time decide to discontinue payment of such remuneration or from time to time alter the rate at which or the terms on which it is payable and any such remuneration shall be payable accordingly out of the fund.

16. The Trustees shall without prejudice to any other right of indemnity which they may be entitled to be indemnified out of the fund against all costs charges and expenses whatsoever incurred by them in the execution of the trusts hereof.

17. No Trustee shall be personally liable for anything whatsoever except a breach of trust knowingly and intentionally committed by such Trustee.

18. The Trustees shall on demand supply to any member of this scheme or any person entitled to receive benefits hereunder a copy

of the rules and of all amendments thereto and of the latest statement of account and balance sheet of the fund. Any member upon giving reasonable notice to the Trustees of his wish to do so may inspect the latest actuarial report upon the fund.

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19. If in connection with the transfer of any part of the undertaking of the Company or the Railways to a person or corporation other than the Company or the Railways or the acquisition by the Company or the Railways of any addition to their undertaking or the institution alteration or cesser of any working arrangement between the Company or the Railways and any other person or corporation or in any similar case either—

- (i) employees of the Company or the Railways who are members of this scheme become employees of a person or corporation other than the Company or the Railways ; or
- (ii) it appears desirable to constitute any joint scheme ;

the Trustees and the Company or the Railways as the case may be may by agreement in writing vary the provisions of this scheme in such manner as they think fit to secure any of the following purposes (namely):—

- (a) The continuance as members of this scheme (whether with or without the consent of the members concerned) of existing members who shall have ceased to be employees of the Company or the Railways ;
- (b) The constitution of a joint scheme with any other person or corporation and the transfer of assets from the fund to the funds of such joint scheme ;
- (c) The transfer of assets from the fund to the funds of any other scheme of which persons who cease to be members of this scheme become members.; and
- (d) Any matters which in the opinion of the Trustees are incidental to or consequential upon any of the matters aforesaid :

Provided that the Trustees shall not concur in any such agreements unless they are satisfied that having regard to any arrangements which may have been made the continuing members of this scheme and the persons then entitled to pensions or other benefits shall not be placed in any worse position by reason of any such agreement.

20.—(1) The Trustees may by instrument in writing executed by them with the concurrence in writing of the Railways and (if such instrument is executed before the vesting date) of the Company alter or modify all or any of the provisions of these presents including the rules and any modification thereof for the time being in force subject to the following restrictions namely that the main purpose of this scheme shall not be varied and that the then members of this scheme and the persons then in receipt of pensions or other benefits shall not be placed in any worse position by reason of any

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such alteration or modification and that no return of the fund or of any part thereof to the Company or the Railways shall be authorised and the provisions and rules so made and for the time being in force shall be of the same validity as if they had originally been included in these presents and shall themselves be subject subsequently to be altered or modified in like manner as aforesaid.

(2) If the whole or substantially the whole of the undertaking of the Railways shall become vested in some person or corporation other than the Railways the continuance of this scheme for the benefit of members who become employees of such other person or corporation shall be deemed to be within the main purpose of this scheme.

21. When all pensions and other benefits which may become payable out of the fund have been fully discharged the fund shall belong if that event happens before the vesting date to the Company or if that event happens after the vesting date to the Railways.

22. Without prejudice to the jurisdiction of the court and subject to any direction which the court may give the Trustees shall for the purpose of giving effect to the provisions of these presents have full power to determine all questions of doubt or difficulty arising in the administration of such provisions and also to determine how any matters which in their opinion are incidental to or consequential upon any of the said provisions shall be dealt with and (subject as aforesaid) every such determination whether made upon any question or matter actually raised or implied in the acts of the Trustees shall be conclusive and binding upon all persons interested under these presents.

23. These presents shall be interpreted according to the laws of the colony of Southern Rhodesia and unless the Trustees shall otherwise in writing agree the courts of Southern Rhodesia alone shall have jurisdiction to entertain any action or proceedings concerning the provisions hereof.

In witness etc.

THE SCHEDULE ABOVE REFERRED TO
THE RULES OF THE FUND
INTERPRETATION

1.—(1) In the interpretation of these rules all words and expressions importing the masculine gender shall (except in rules 22 and 24) include the feminine and the singular number shall include the plural and vice versa.

(2) Words and expressions used in these rules and not expressly defined shall bear the same meaning as they respectively bear in the agreement.

(3) The following expressions except where the context otherwise requires shall have the following meanings:—

- (i) "The agreement" means the agreement to which these rules are scheduled as altered from time to time pursuant to the powers of amendment therein contained;

- (ii) "The actuary of the fund" shall mean the actuary of the fund for the time being appointed by the Trustees ;
- (iii) "The commencement date" shall mean the date of the agreement ;
- (iv) "The Railways" shall mean
- (v) "The Company" shall mean the Rhodesia Railways Limited ;
- (vi) "Employer" shall mean when used in relation to a person in the railway service the Railways or the Company as the case may be by whom he is employed and when used in relation to a person who has ceased to be in the railway service the Railways or the Company as the case may be by whom he was last employed while in the railway service ;
- (vii) "Former member" shall mean a member of the old scheme who had ceased before the commencement date to be employed by the Company ;
- (viii) "Existing pension" shall mean so much as has not been fully discharged before the commencement date of any pension or other benefit to which a former member or a wife or other dependant of a former member had under the old scheme become entitled either presently or for a future or contingent interest ;
- (ix) "Existing pensioner" shall mean any person so entitled to an existing pension ;
- (x) "The fund" shall mean the fund established by the agreement ;
- (xi) "The old scheme" shall mean the non-contributory pension scheme for the servants in Africa of the Company subsisting immediately before the commencement date ;
- (xii) "Member of the old scheme" shall mean a person who under the old scheme was prospectively entitled to receive a pension or other benefit upon leaving the service of the Company as provided in the old scheme ;
- (xiii) "This scheme" shall mean the scheme constituted by the agreement and these rules as amended from time to time pursuant to the powers of amendment contained in the agreement ;
- (xiv) "Railway service" shall mean the service in Africa (other than by way of temporary employment or under a contract for a fixed term) of the Company or of the Company and the Railways in succession. Provided that in the case of a person who became a member of the old scheme by reason of service in Africa subsequent service of the Company or the Railways shall be deemed to be railway service notwithstanding that it is service outside Africa ;
- (xv) "The Trustees" shall mean the Trustees of the fund for the time being.

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2. Existing pensions shall be paid by the Trustees out of the fund and the amount duration and dates of payment thereof and the persons to whom the same are to be paid and other matters in relation thereto shall (subject to the next following rule) be determined by the Trustees by reference to the provisions of the old scheme as if the same had remained in force:

Provided that—

- (i) If and so far as under the old scheme an existing pension would have been payable by the Company the same shall be paid by the Company or the Railways; and
- (ii) The right to recall former members to the railway service conferred on the Company by the old scheme shall be exercisable by either the Company or the Railways.

3. (a) An existing pensioner who is himself a former member or an existing pensioner who is not a former member but is at the commencement date presently entitled to an existing pension may within 6 months after service of notice on him pursuant to sub-clause (b) of this rule elect that his existing pension shall be payable in English sterling or its equivalent and if he shall so elect his existing pension shall be payable accordingly. If an existing pensioner who is himself a former member shall so elect any existing pension which will or may thereafter become payable in respect of him to his wife or other dependant shall also be payable in sterling.

(b) The Trustees shall as soon as possible after the commencement date serve a notice in writing on each existing pensioner entitled to elect under sub-clause (a) of this rule informing him of his right so to elect.

(c) All pensions or benefits payable under this scheme to or in respect of members and (save in so far as an existing pensioner may duly elect otherwise under sub-clause (a)) all existing pensions shall be payable in Southern Rhodesian currency or its equivalent.

4. All persons who immediately before the commencement date were in the railway service and were members of the old scheme shall become members of this scheme with effect from the commencement date. No other persons shall become members of this scheme.

5. Members of this scheme (hereinafter referred to as "members") shall be entitled to pensions or other benefits upon and subject to the terms and conditions set out in these rules.

6. The qualification of a member for a full pension is as follows. A minimum length of continuous railway service of twenty years and a minimum age of 55 years except in the case of engine drivers and firemen whose minimum age shall be 50 years provided they have occupied those positions continuously for at least five years immediately preceding.

7. Subject to these rules the full pension will be calculated at the rate of one fifty-fifth of the average salary or wage during the last

five years of railway service in respect of each completed year of railway service.

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8. Pensions will be granted for continuously satisfactory conduct only and no member who shall be dismissed or shall retire from the railway service in consequence of misconduct shall be eligible for any pension.

9. Members who have reached the pensionable age and whose period of continuous railway service exceeds ten but is less than twenty years members retiring on account of ill-health before reaching the pensionable age and whose period of continuous railway service exceeds ten years and members whose services are dispensed with except for misconduct by the employer before reaching the pensionable age and whose period of continuous railway service exceeds ten years will be granted pensions on a modified scale as provided in rule 17 Provided that pensions paid to members whose services are dispensed with before reaching the pensionable age shall until the member has reached the age of 50 or 55 (as the case may be) be paid by the employer.

10. A pension will be withdrawn should it be found that the pensioner during the period of his railway service has been guilty of any misconduct which if known at the time would have justified his resignation or dismissal.

11. In the event of any pension being assigned transferred mortgaged pledged or otherwise ceded or hypothecated the pension shall ipso facto cease as from the last preceding day of payment On the insolvency of a pensioner the payment of the pension to himself will cease but the Trustees may pay the whole or any portion thereof to or for the benefit of the pensioner his wife minor children or relatives depending upon him for support.

12. The payment of any pension will cease immediately should the pensioner be convicted in any court of law in the British Empire or Commonwealth of any crime or other offence and sentenced therefor to death or to imprisonment for any period exceeding twelve months.

13. Any pensioner whose pension was granted before he reached pensionable age may within five years of retirement be called upon to resume duty in a position equal in rank to that previously held by him If he is in a competent state of health but declines or neglects to comply with this request he will forfeit the pension granted to him During such re-employment his remuneration shall be the excess of his former pay over his pension provided that in all such cases the pension paid during the period of re-employment shall be paid by the employer.

14. In the event of a pensioner being recalled to duty his further period of railway service shall count for pension purposes Any portion of a year in the previous term of railway service will be added to the further term of railway service but any broken period of a year if any then remaining over will not be reckoned in the term of railway service for the purposes of these rules.

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15. If a member shall die while in the railway service before becoming entitled under these rules to receive a pension there shall be paid out of the fund to his widow or orphan children under sixteen years of age a gratuity based on such member's average salary or wage during the last seven years of his railway service or the whole period of such service whichever shall be the shorter and amounting to one-twelfth of such average salary or wage for each completed year of continuous railway service.

16. If a member having become entitled to receive a pension under these rules shall die within five years from the date upon which he became entitled as aforesaid the Trustees shall continue to pay such pension to his widow or orphan children under sixteen years of age until five years shall have elapsed from the time that such member became entitled to a pension and on the expiry of such period of five years the pension shall cease and determine. Provided that the Trustees may at their sole discretion pay to the widow or orphan children under sixteen years of age a lump sum payment equivalent to the total of such pension as aforesaid which would otherwise continue to be payable as and from such member's death.

17. Subject to these rules a pension granted on a modified scale to a member under rule 9 hereof will be calculated at the rate of one fifty-fifth of the average salary or wage during the last five years of railway service in respect of each completed year of railway service subject to a reduction in the period of service by one year for each complete period of five years by which the member's age on retirement falls short of 55 years except in the case of engine drivers and firemen who have occupied those positions continuously for at least five years immediately preceding when a reduction in the period of service by one year for each complete period of five years by which the age falls short of 50 years will apply.

18.—(1) Each person who was on the 1st day of April 1947 either a member or qualified for membership of the old scheme shall be entitled to a bonus addition to the normal pension which would otherwise be due to him according to the rules calculated by adding to his railway service one-tenth of a year in respect of each year of the period served by him subsequent to the vesting date as defined in the agreement up to a maximum addition of one year. Provided that if it is advantageous to the person the pension applicable to the additional period shall be calculated separately and shall be added to the normal pension which would but for this provision have been payable to him. Provided further that by neither method shall the addition to the pension otherwise normally due be greater than that applicable to one year's additional service.

(2) For the purpose of sub-clause (1) "normal pension" means a pension under rule 7 or rule 9.

(3) Nothing in this rule shall be treated as increasing a member's service for the purpose of qualifying for any particular class of pension.

19. In support of an application to be retired from the railway service on account of permanent ill-health or physical disability in cases where a member has not reached the pensionable age but his period of service exceeds ten years the member is required to submit himself for the medical examination from time to time prescribed by the employer and produce a certificate of such examination.

20. For the purposes of this scheme the substantive salary of a station-master or station inspector occupying free quarters will be increased by one-tenth so that for example a station-master in receipt of a salary of £400 per annum would for pension purposes be regarded as receiving £440 per annum.

21. Upon the application of any member or of any person entitled to a pension the Trustees may in exceptional cases having regard to the state of health or other special circumstances of the applicant grant to him or her in lieu or commutation of the annuity to which he or she may become entitled a lump sum payment not exceeding the actuarial equivalent of the annuity payable.

22.—(1) A male member being about to retire on pension under rule 6 hereof or being about to retire on pension under rule 9 hereof otherwise than on account of ill-health before reaching pensionable age shall on giving not less than one month's nor more than two months' notice in writing to the employer (such notice to expire on the date of such retirement as aforesaid and to be in the printed form prescribed from time to time by the employer) have the right subject to the provisions hereinafter contained to surrender to the Trustees a portion (being an exact number of pounds) of the pension to which he is entitled under the rules in order that in the event of such member predeceasing his wife after he has retired on pension his wife (i.e. the person to whom he is married at the date of the said notice) shall as from the date of death of such member be entitled to receive out of the fund a pension of such value as according to the table of allocation hereinafter referred to shall at the date of such member's retirement be actuarially equivalent to the value of that part of his pension which has been surrendered. If the age of the member or the age of his wife is not covered by such table of allocation the actuary of the fund shall make the necessary special calculation and the result of such calculation shall be deemed to be incorporated in the said table of allocation for the purposes of the rules:

Provided always that—

- (a) The employer may at its sole discretion accept such shorter period of notice as it shall think fit;
- (b) A member shall not surrender to the Trustees any such portion of his pension as would make the amount of the reduced pension payable to such member less than the amount of the pension which would on such member's death become payable to his wife under the provisions of this rule nor surrender a smaller portion of his pension than

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would entitle the wife of such member to receive on the death of such member a pension equal to one-fourth of the amount of the reduced pension payable to him ;

(c) No member shall be entitled to give such notice as aforesaid until he shall have passed the medical examination from time to time prescribed by the employer. Provided that if in the opinion of the medical board conducting such medical examination the health of the member is such that for the purposes of this rule his age should be taken as being a stated number of years older than he actually is then in such case for the purpose of calculating the amount of the pension payable to his wife in accordance with the hereinbefore-mentioned table of allocation his age shall be deemed to have been increased by such stated number of years ;

(d) This rule shall operate and take effect without prejudice in any way to the benefits to which the widow or children of a deceased member may be entitled under the provisions of rule 16 hereof and any pension paid under this rule to the widow of a deceased member shall be in addition to such benefits.

(2) If at any time after a member shall have given such notice as is hereinbefore mentioned but before he shall have actually retired on pension the wife of such member shall predecease him then upon the employer being satisfied as to such death such notice as aforesaid shall be deemed to be null and void.

(3) The hereinbefore-mentioned table of allocation (i.e. a table showing according to the age of a member and the age of his wife the amount of pension payable to the wife as from the date of death of the member if such member dies before his wife and after he has retired on pension for each £1 of pension surrendered by him) shall be in the form of the table set out below. In such table the expression "age of member" shall mean the age of a member on the first day in respect of which his pension will become payable if that day is his birthday or in any other case his age on his last birthday preceding that day and the expression "age of wife" shall mean the age of the member's wife on the first day in respect of which the member's pension will become payable if that day is her birthday or in any other case her age on her last birthday preceding that day.

TABLE OF ALLOCATION

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Age of wife	AGE OF MEMBER					Age of wife
	50	51	52	53	54	
20	1 16 1	—	—	—	—	20
21	1 16 6	1 14 6	—	—	—	21
22	1 17 0	1 15 0	1 13 1	—	—	22
23	1 17 7	1 15 6	1 13 7	1 11 8	—	23
24	1 18 4	1 16 1	1 14 1	1 12 2	1 10 4	24
25	1 19 1	1 16 9	1 14 8	1 12 8	1 10 10	25
26	1 19 9	1 17 5	1 15 3	1 13 2	1 11 4	26
27	2 0 5	1 18 1	1 15 10	1 13 9	1 11 10	27
28	2 1 2	1 18 9	1 16 6	1 14 4	1 12 4	28
29	2 2 0	1 19 6	1 17 2	1 15 0	1 12 11	29
30	2 2 10	2 0 3	1 17 10	1 15 8	1 13 6	30
31	2 3 9	2 1 1	1 18 7	1 16 4	1 14 2	31
32	2 4 8	2 1 11	1 19 5	1 17 1	1 14 10	32
33	2 5 8	2 2 10	2 0 3	1 17 10	1 15 6	33
34	2 6 9	2 3 10	2 1 2	1 18 8	1 16 3	34
35	2 7 10	2 4 10	2 2 1	1 19 6	1 17 0	35
36	2 9 0	2 5 11	2 3 1	2 0 5	1 17 10	36
37	2 10 3	2 7 1	2 4 2	2 1 5	1 18 9	37
38	2 11 7	2 8 4	2 5 3	2 2 5	1 19 8	38
39	2 13 0	2 9 8	2 6 5	2 3 6	2 0 8	39
40	2 14 6	2 11 0	2 7 8	2 4 8	2 1 9	40
41	2 16 2	2 12 6	2 9 1	2 5 11	2 2 11	41
42	2 18 1	2 14 2	2 10 7	2 7 3	2 4 2	42
43	3 0 1	2 15 11	2 12 2	2 8 8	2 5 5	43
44	3 2 2	2 17 10	2 13 10	2 10 2	2 6 9	44
45	3 4 3	2 19 10	2 15 8	2 11 10	2 8 3	45
46	3 6 6	3 2 0	2 17 8	2 13 8	2 9 11	46
47	3 9 1	3 4 4	2 19 10	2 15 8	2 11 8	47
48	3 12 0	3 6 10	3 2 2	2 17 9	2 13 7	48
49	3 15 2	3 9 7	3 4 8	3 0 0	2 15 9	49
50	3 18 6	3 12 7	3 7 4	3 2 6	2 18 1	50
51	4 2 0	3 15 11	3 10 3	3 5 2	3 0 6	51
52	4 5 10	3 19 6	3 13 6	3 8 1	3 3 1	52
53	4 10 1	4 3 5	3 17 1	3 11 3	3 5 11	53
54	4 14 10	4 7 8	4 0 11	3 14 9	3 9 0	54
55	5 0 0	4 12 3	4 5 1	3 18 7	3 12 6	55
56	5 5 7	4 17 3	4 9 9	4 2 9	3 16 4	56
57	5 11 7	5 2 10	4 14 10	4 7 4	4 0 6	57
58	5 18 2	5 9 0	5 0 5	4 12 5	4 5 1	58
59	6 5 7	5 15 10	5 6 7	4 18 0	4 10 2	59
60	6 14 0	6 3 4	5 13 5	5 4 3	4 15 9	60
61	—	6 11 6	6 0 11	5 11 2	5 2 0	61
62	—	—	6 9 2	5 18 9	5 8 11	62
63	—	—	—	6 7 0	5 16 7	63
64	—	—	—	—	6 5 0	64

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Age of wife	AGE OF MEMBER					Age of wife
	55	56	57	58	59	
25	1 9 1	—	—	—	—	25
26	1 9 6	1 7 10	—	—	—	26
27	1 9 11	1 8 3	1 6 7	—	—	27
28	1 10 5	1 8 8	1 7 0	1 5 5	—	28
29	1 11 0	1 9 2	1 7 5	1 5 10	1 4 4	29
30	1 11 7	1 9 8	1 7 11	1 6 3	1 4 9	30
31	1 12 2	1 10 2	1 8 5	1 6 8	1 5 2	31
32	1 12 9	1 10 9	1 8 11	1 7 2	1 5 7	32
33	1 13 4	1 11 4	1 9 5	1 7 8	1 6 0	33
34	1 14 0	1 11 11	1 10 0	1 8 2	1 6 5	34
35	1 14 9	1 12 7	1 10 7	1 8 9	1 6 11	35
36	1 15 6	1 13 4	1 11 3	1 9 4	1 7 6	36
37	1 16 4	1 14 1	1 11 11	1 9 11	1 8 1	37
38	1 17 2	1 14 10	1 12 7	1 10 7	1 8 8	38
39	1 18 1	1 15 8	1 13 4	1 11 3	1 9 3	39
40	1 19 1	1 16 7	1 14 2	1 12 0	1 9 11	40
41	2 0 1	1 17 6	1 15 1	1 12 9	1 10 8	41
42	2 1 2	1 18 6	1 16 0	1 13 7	1 11 5	42
43	2 2 4	1 19 7	1 17 0	1 14 6	1 12 3	43
44	2 3 8	2 0 9	1 18 1	1 15 6	1 13 2	44
45	2 5 1	2 2 0	1 19 3	1 16 7	1 14 1	45
46	2 6 7	2 3 4	2 0 5	1 17 8	1 15 1	46
47	2 8 1	2 4 9	2 1 8	1 18 10	1 16 2	47
48	2 9 9	2 6 4	2 3 1	2 0 1	1 17 4	48
49	2 11 8	2 8 0	2 4 8	2 1 6	1 18 7	49
50	2 13 9	2 9 10	2 6 4	2 3 0	1 19 11	50
51	2 16 0	2 11 10	2 8 2	2 4 8	2 1 5	51
52	2 18 5	2 14 0	2 10 1	2 6 6	2 3 1	52
53	3 1 0	2 16 5	2 12 2	2 8 5	2 4 11	53
54	3 3 10	2 19 0	2 14 6	2 10 6	2 6 10	54
55	3 6 11	3 1 10	2 17 2	2 12 10	2 8 11	55
56	3 10 5	3 5 0	3 0 1	2 15 5	2 11 3	56
57	3 14 3	3 8 6	3 3 3	2 18 3	2 13 9	57
58	3 18 5	3 12 4	3 6 7	3 1 4	2 16 6	58
59	4 3 0	3 16 6	3 10 4	3 4 9	2 19 7	59
60	4 8 1	4 1 0	3 14 6	3 8 6	3 3 0	60
61	4 13 8	4 6 0	3 19 1	3 12 8	3 6 9	61
62	4 19 11	4 11 8	4 4 2	3 17 4	3 11 0	62
63	5 6 10	4 18 0	4 9 10	4 2 6	3 15 9	63
64	5 14 6	5 5 0	4 16 3	4 8 3	4 1 0	64
65	6 3 1	5 12 9	5 3 4	4 14 7	4 6 9	65
66	—	6 1 4	5 11 2	5 1 8	4 13 0	66
67	—	—	5 19 9	5 9 7	5 0 0	67
68	—	—	—	5 18 5	5 8 0	68
69	—	—	—	—	5 17 4	69

Age of wife	AGE OF MEMBER						Age of wife
	60	61	62	63	64	65	
30	1 3 4	—	—	—	—	—	30
31	1 3 8	1 2 3	—	—	—	—	31
32	1 4 0	1 2 7	1 1 3	—	—	—	32
33	1 4 5	1 2 11	1 1 7	1 0 3	—	—	33
34	1 4 10	1 3 4	1 1 11	1 0 7	19 3	—	34
35	1 5 4	1 3 9	1 2 3	1 0 11	19 7	18 4	35
36	1 5 10	1 4 2	1 2 8	1 1 3	19 11	18 8	36
37	1 6 4	1 4 8	1 3 1	1 1 8	1 0 3	19 0	37
38	1 6 10	1 5 2	1 3 7	1 2 1	1 0 8	19 4	38
39	1 7 5	1 5 8	1 4 1	1 2 6	1 1 1	19 9	39
40	1 8 0	1 6 3	1 4 7	1 3 0	1 1 6	1 0 2	40
41	1 8 8	1 6 10	1 5 1	1 3 6	1 2 0	1 0 7	41
42	1 9 4	1 7 5	1 5 8	1 4 0	1 2 6	1 1 0	42
43	1 10 1	1 8 1	1 6 3	1 4 7	1 3 0	1 1 5	43
44	1 10 11	1 8 10	1 6 11	1 5 2	1 3 6	1 1 11	44
45	1 11 9	1 9 7	1 7 8	1 5 10	1 4 1	1 2 6	45
46	1 12 8	1 10 5	1 8 5	1 6 6	1 4 9	1 3 1	46
47	1 13 8	1 11 4	1 9 3	1 7 3	1 5 5	1 3 8	47
48	1 14 9	1 12 4	1 10 1	1 8 1	1 6 2	1 4 4	48
49	1 15 11	1 13 5	1 11 0	1 8 11	1 6 11	1 5 1	49
50	1 17 2	1 14 6	1 12 0	1 9 10	1 7 9	1 5 10	50
51	1 18 6	1 15 8	1 13 2	1 10 10	1 8 8	1 6 8	51
52	1 19 11	1 17 0	1 14 5	1 11 11	1 9 8	1 7 7	52
53	2 1 6	1 18 6	1 15 9	1 13 1	1 10 8	1 8 6	53
54	2 3 4	2 0 1	1 17 2	1 14 5	1 11 10	1 9 6	54
55	2 5 3	2 1 10	1 18 9	1 15 10	1 13 2	1 10 8	55
56	2 7 4	2 3 9	2 0 5	1 17 5	1 14 7	1 12 0	56
57	2 9 8	2 5 10	2 2 4	1 19 1	1 16 1	1 13 5	57
58	2 12 2	2 8 2	2 4 5	2 1 0	1 17 8	1 14 11	58
59	2 14 11	2 10 8	2 6 9	2 3 1	1 19 8	1 16 7	59
60	2 18 0	2 13 5	2 9 3	2 5 4	2 1 9	1 18 5	60
61	3 1 5	2 16 6	2 12 0	2 7 10	2 4 0	2 0 6	61
62	3 5 2	2 19 11	2 15 1	2 10 7	2 6 6	2 2 9	62
63	3 9 5	3 3 8	2 18 6	2 13 8	2 9 3	2 5 3	63
64	3 14 2	3 7 11	3 2 3	2 17 2	2 12 4	2 8 0	64
65	3 19 5	3 12 8	3 6 6	3 1 0	2 15 10	2 11 1	65
66	4 5 2	3 17 11	3 11 3	3 5 3	2 19 8	2 14 7	66
67	4 11 7	4 3 9	3 16 7	3 9 11	3 3 11	2 18 6	67
68	4 18 10	4 10 4	4 2 7	3 15 2	3 8 9	3 2 10	68
69	5 7 0	4 17 9	4 9 3	4 1 2	3 14 3	3 7 8	69
70	5 16 4	5 6 1	4 16 9	4 8 2	4 0 5	3 13 2	70
71	—	5 15 5	5 5 2	4 16 0	4 7 2	3 19 5	71
72	—	—	5 14 8	5 4 8	4 14 9	4 6 4	72
73	—	—	—	5 14 2	5 3 6	4 14 2	73
74	—	—	—	—	5 13 10	5 3 2	74
75	—	—	—	—	—	5 13 8	75

3RD SCH.
—cont.

(iv) In the event of a pension becoming payable under this rule to the wife of a member who shall have been retired from the railway service under rule 9 hereof otherwise than on account of ill-health before reaching pensionable age such pension shall be borne partly by the employer and partly by the fund according to the ratio which the commuted value as actuarially ascertained of the member's pension at the date of retirement on the basis of such pension ceasing to be payable on his attaining pensionable age bears to the commuted value as actuarially ascertained of such pension at the date of retirement on the basis of the pension only commencing to be payable on his attaining the age of 50 or of 55 as the case may be.

(v) This rule shall not be applicable to a male member who is retained in the permanent service of the employer after he has become entitled to retire on pension under rule 6 or (by reason only of his period of railway service being less than 20 years) under rule 9 unless such member gave to the Company before the 12th November 1941 the notice prescribed by the provisions of the old scheme corresponding to this rule.

23. (i) For the purposes of these rules satisfactory evidence of age shall be deemed to be—

(a) the original or a copy of a birth certificate duly authenticated ; or

(b) any life policy giving date of birth and marked "age admitted".

(ii) If a member or his wife as the case may be is not able to produce evidence as set out herein the employer may at its discretion accept the following as evidence of age :—

(a) copy of baptismal certificate duly authenticated ; or

(b) such other evidence as the employer may consider sufficient.

24. (i) A male member who is or has after 12th November 1941 been retained in the railway service after he has become entitled to retire on pension under rule 6 or the corresponding provision of the old scheme or (by reason only of his period of railway service being less than 20 years) under rule 9 or the corresponding provisions of the old scheme and who did not before the 12th November 1941 give notice to the employer in accordance with the provisions of the old scheme corresponding to rule 22 hereof shall on giving not less than one month's nor more than two months' notice in writing to the employer expiring at any time during the continuance of his service (such notice to be in the printed form prescribed from time to time by the employer) have the right subject to the provisions hereinafter contained to surrender to the Trustees a portion (being an exact number of pounds) of the pension to which he will be entitled under rule 7 or rule 17 (as the case may be) on retirement in order that in the event of such member predeceasing his wife whilst he is still in the railway service or after he has retired on pension his wife (i.e. the person to whom he is married at the date of the said notice) shall as from the date of death of such member be entitled to receive out of the fund a pension of such value as according to the table of allocation contained in rule 22 shall at the

date of such member's retirement or death whilst in the railway service (as the case may be) be actuarially equivalent to the value of that portion of his pension which has been surrendered and for this purpose the said table of allocation shall be treated as being a table showing according to the age of a member and the age of his wife the amount of the pension payable to the wife as from the date of death of the member (if such member dies before his wife whether before or after he has retired on pension) for each one pound of pension surrendered by him. In such table as aforesaid the expression "age of member" shall mean the age of a member on the first day in respect of which his pension will become payable or the day of his death whilst in the railway service (as the case may be) if that day is his birthday or in any other case his age on his last birthday preceding that day and the expression "age of wife" shall mean the age of the member's wife on the first day in respect of which the member's pension will become payable or the day of his death whilst in the railway service (as the case may be) if that is her birthday or in any other case her age on her last birthday preceding that day. For the purpose of ascertaining the age of a member and his wife for the purposes of this rule the provisions of rule 23 (i) and (ii) shall be deemed to be applicable hereto. If the age of the member or the age of his wife is not covered by such table of allocation the actuary of the fund shall make the necessary special calculation and the result of such calculation shall be deemed to be incorporated in the said table of allocation for the purposes of the rules:

Provided always that—

- (a) The employer may at its sole discretion accept such shorter period of notice as it shall think fit and may treat any notice already given or accepted as a valid notice for such shorter period;
- (b) A member shall not surrender to the Trustees any such portion of his pension as would make the amount of the reduced pension payable to such member less than the amount of the pension which would on such member's death become payable to his wife under the provisions of this rule nor surrender a smaller portion of his pension than would entitle the wife of such member to receive on the death of such member a pension equal to one-fourth of the amount of the reduced pension payable to him;
- (c) For the purpose of calculating the portion of his pension which a member may surrender to the Trustees under the provisions of this sub-clause (but for no other purpose) a member shall be deemed to be entitled on his retirement under rule 6 or (by reason only of his period of railway service being less than 20 years) under rule 9 to a pension equal to that pension which he would have received had he retired on the date on which he gave notice to the employer under the provisions of sub-clause (i) of this rule;
- (d) No member shall be entitled to give such notice as aforesaid until he shall have passed the medical examination from time to time prescribed by the employer. Provided

3RD SCH.
—cont.

that if in the opinion of the medical board conducting such medical examination the health of the member is such that for the purposes of this rule his age should be taken as being a stated number of years older than he actually is then in such case for the purpose of calculating the amount of the pension payable to his wife in accordance with the hereinbefore-mentioned table of allocation his age shall be deemed to have been increased by such stated number of years.

(ii) This rule shall operate and take effect without prejudice in any way to the benefits to which the widow or orphan children of the deceased member may be entitled under the provisions of rule 15 or 16 and such benefits shall be in addition to the pension payable under this rule.

(iii) If at any time after a member shall have given such notice as aforesaid but before he shall actually have retired on pension the wife of such member shall predecease him then upon the employer being satisfied as to such death such notice as aforesaid shall be deemed to be null and void.

(iv) A member to whom this rule is applicable may before he retires on pension surrender to the Trustees in accordance with the provisions of rule 22 a portion of his pension or an additional portion of his pension if he has already surrendered one portion in accordance with the provisions of sub-clause (i) of this rule. Provided that the amount surrendered shall be such that the amount of the pension payable to such member's wife on his death as a result of such surrender or as a result of such original and additional surrenders (as the case may be) shall fall within the limits prescribed by proviso (b) to rule 22 (i). All calculations for the purpose of this sub-clause shall be made on the basis of the pension which the member will in fact receive on retirement and in the event of the amount of the pension payable to a member's wife falling outside such limits as aforesaid (as a result of the original calculation having been made on a notional basis in accordance with the provisions of proviso (c) of sub-clause (i) of this rule) a member shall be deemed (subject to his passing the necessary medical examination) to have made the minimum additional surrender (being an exact number of pounds) which may be necessary to bring the amount of the pension payable to his wife on his death within such limits as aforesaid and his pension shall be adjusted accordingly.

25. These rules may be altered in manner provided by the agreement.

FOURTH SCHEDULE

1. An agreement dated the 24th day of July 1928 and made between the Mashonaland Railway Company Limited of the one part and Roan Antelope Copper Mines Limited of the other part.

2. An agreement expressed to be supplemental to No. 1 above dated the 8th day of July 1931 and made between the Mashonaland

Railway Company Limited and the Rhodesia Railways Limited of the one part and Roan Antelope Copper Mines Limited of the other part.

4TH SCH.
—cont.

3. An agreement expressed to be supplemental to Nos. 1 and 2 above dated the 4th day of February 1937 and made between the Mashonaland Railway Company Limited and the Rhodesia Railways Limited of the one part and Roan Antelope Copper Mines Limited of the other part.

4. An agreement dated the 12th day of March 1929 and made between the Rhodesian Selection Trust Limited of the one part and the Mashonaland Railway Company Limited of the other part.

5. A deed of assignment expressed to be supplemental to No. 4 above dated the 16th day of May 1930 and made between the Rhodesian Selection Trust Limited of the first part Mufulira Copper Mines Limited of the second part and the Mashonaland Railway Company Limited of the third part.

6. An agreement expressed to be supplemental to Nos. 4 and 5 above dated the 8th day of July 1931 and made between the Mashonaland Railway Company Limited and the Rhodesia Railways Limited of the one part and Mufulira Copper Mines Limited of the other part.

7. An agreement expressed to be supplemental to Nos. 4 5 and 6 above dated the 4th day of February 1937 and made between the Mashonaland Railway Company Limited and the Rhodesia Railways Limited of the one part and Mufulira Copper Mines Limited of the other part.

8. An agreement dated the 11th day of February 1929 and made between the Mashonaland Railway Company Limited of the one part and the Bwana M'Kubwa Copper Mining Company Limited of the other part.

9. An agreement dated the 10th day of October 1929 and made between the Mashonaland Railway Company Limited of the one part and the Rhodesian Congo Border Concession Limited and N'Changa Copper Mines Limited of the other part.

10. An assignment expressed to be supplemental to No. 8 above dated the 16th day of June 1931 and made between the Bwana M'Kubwa Copper Mining Company Limited of the first part the Mashonaland Railway Company Limited of the second part and Rhokana Corporation Limited of the third part.

11. An agreement expressed to be supplemental to Nos. 8 9 and 10 above dated the 8th day of July 1931 and made between the Mashonaland Railway Company Limited and the Rhodesia Railways Limited of the one part and Rhokana Corporation Limited and N'Changa Copper Mines Limited of the other part.

12. An agreement expressed to be supplemental to Nos. 8 9 10 and 11 above dated the 4th day of February 1937 and made between the

4TH SCH.
—cont.

Mashonaland Railway Company Limited and the Rhodesia Railways Limited of the one part and Rhokana Corporation Limited of the other part.

13. An agreement dated the 27th day of May 1938 and made between the Rhodesia Railways Limited of the one part and N'Changa Consolidated Copper Mines Limited of the other part.

14. An agreement expressed to be supplemental to No. 13 above dated the 22nd day of February 1939 and made between the Rhodesia Railways Limited of the one part and N'Changa Consolidated Copper Mines Limited of the other part.

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