

has acquired) or compensation on the basis and conditions therein detailed.

Until the Transfer date the Refuge will continue to transact industrial business in Eire as defined in the Eire Insurance Act of 1936.

Unless it is otherwise agreed between the parties the Agreement is not to become absolute until (A) any requisite sanction of the English Court has been obtained thereto (with or without modifications approved by both parties) and (B) it has been approved with or without such modifications by a Special Resolution of the Refuge, or if certain parts of the Eire Insurance Act of 1936 relating to Assurance Licences and Industrial Assurance business, which are not yet in force, come into operation before the Transfer date.

Copies of the said Agreement and of the actuarial and other reports upon which it is founded including a report by an independent actuary pursuant to the Assurance Companies Act 1909 may be inspected at the registered office of the Refuge in Oxford Street in the city of Manchester in England and also at its principal office in Eire at 4 Kildare Street in the city of Dublin, during usual business hours on any weekday prior to the hearing of the petition hereinafter mentioned.

NOTICE is also given that on Wednesday the 26th July 1939 a petition which was on the 15th June 1939 presented by the Directors of the Refuge for the sanction of the Court to the said Agreement is to be heard before Mr. Justice Simonds at the Royal Courts of Justice, Strand, London W.C. and any person or class of persons interested in the said Companies whether as a policy holder or otherwise (including employees of either Company) who is or are desirous of opposing the making of an Order for the sanction of the said transfer may appear at the time of the hearing in person or by Counsel for the purpose, in which case he is required to give two clear days' previous notice in writing of his intention so to appear with the grounds of his objection to Mr. John Harrison of Refuge Assurance Buildings, Oxford Street, Manchester the Solicitor for the Petitioners.

Any policy holder of either of the said Companies who dissents from the proposed transfer but who does not desire to appear either in person or by Counsel on the hearing of the said petition should give two clear days' previous notice in writing of such dissent with the grounds thereof to the said Mr. John Harrison the Solicitor for the Petitioners.

A copy of the said petition will be supplied to any person interested who requires the same by the undersigned on payment of the regulated charge for the same.

Dated this 27th June 1939.

KINGSLEY WOOD WILLIAMS and MURPHY,
15, Walbrook, London, E.C.4; Agents for

JOHN HARRISON, Refuge Assurance Buildings, Oxford Street, Manchester, Solicitor for (222) the Petitioners.

In the High Court of Justice.—Chancery Division.

Mr. Justice Crossman.

No. 00184 of 1939.

In the Matter of JOHNSON, MATTHEY & CO. Limited, and in the Matter of the Companies Act, 1929.

NOTICE is hereby given that a petition was on the 19th June, 1939 presented to His Majesty's High Court of Justice by the above named Company for (1) the sanctioning of a Scheme of Arrangement and (2) the confirmation of an alteration of the Company's objects proposed to be effected by a Special Resolution passed at an Extraordinary General Meeting of the Company held on the 31st May, 1939 whereby it was resolved:—

That the provisions of the Memorandum of Association of the Company with respect to its objects be altered in manner following that is to say—by inserting in Clause 3 thereof immediately after the words "including its uncalled capital" the following words namely:—

To guarantee the payment of money by or secured by or payable under or in respect of or the performance of contracts, bonds, mortgages, charges, obligations, securities or shares of any corporation, authority, or body or person and to

give indemnities to any corporation, authority, body or person provided that nothing herein contained shall empower the Company to carry on the business of assurance or to grant annuities within the meaning of the Assurance Companies Act, 1909, as extended by the Industrial Assurance Act, 1923, or the Road Traffic Acts, 1930 to 1934, or the Air Navigation Act, 1936, or to reinsure any risks under any class of assurance business to which those Acts apply.

A copy of the Memorandum of Association shewing the alteration proposed to be effected by the said Special Resolution will be sent on request to any person whose interests will be affected by the proposed alteration and such a copy may be inspected by any such person at the registered office of the Company situate at 78, Hatton Garden in the county of London or at the office of Messrs. J. D. Langton & Passmore at the address mentioned below on any weekday prior to the 10th July, 1939, between the hours of 10 a.m. and 1 p.m.

And notice is further given that the said petition is directed to be heard before the Honourable Mr. Justice Crossman at the Royal Courts of Justice, Strand, London on Monday the 10th day of July, 1939, when any such person desirous of opposing the making of an Order confirming such alteration should appear in person or by Counsel for the purpose. Any such person is required to give notice in writing of intention so to appear stating the grounds of objection to the undersigned on or before the 6th July, 1939. A copy of the said petition will be furnished to any such person requiring the same by the undersigned.—Dated the 30th day of June, 1939.

J. D. LANGTON and PASSMORE, 16, Tokenhouse Yard, London, E.C.2, Solicitors for the (067) above named Company.

In the High Court of Justice.—Chancery Division.

Mr. Justice Simonds for Mr. Justice Morton.

1939. B. No. 012.

In the Matter of the Assurance Companies Act, 1909, and in the Matter of the Industrial Assurance Act, 1923, and in the Matter of BRITANNIC ASSURANCE COMPANY Limited, and in the Matter of the INDUSTRIAL AND LIFE ASSURANCE AMALGAMATION COMPANY Limited (OF EIRE).

NOTICE is hereby given that a Provisional Agreement dated the 9th June 1939 has been made between the Britannic Assurance Company Limited (hereinafter called "the Britannic") and The Industrial and Life Assurance Amalgamation Company Limited a Company incorporated under the Companies Acts 1908 in Eire (below called "the Terminating Company") by which subject to any necessary approval of the Court in England under the Assurance Companies Act 1909 and the Industrial Assurance Act 1923 and to certain other conditions the Britannic has agreed as on the 31st December 1939 or such earlier date as the parties may agree (below referred to as "the Transfer date") to transfer to the Terminating Company the Industrial Assurance business carried on by it in Eire including the goodwill of the business and the net assets as defined in the Agreement.

The Industrial Assurance business in Eire of the Britannic is defined in the Agreement as meaning

(1) All the Industrial Assurances which have or shall have been granted by or transferred to the Britannic and

(a) which on the Transfer date shall be current and on which premiums are being collected in Eire (hereinafter referred to as "transferred assurances") or

(b) which on the Transfer date shall be lapsed and on which the last premium collected prior to the Transfer date has or shall have been collected in Eire and which shall

(i) be subject to a right of revival or

(ii) be such that any other claim is or may be capable of arising in respect thereof provided always that where such claim arises and is established within two years from the Transfer date under an illegal policy then the amount (if any) paid in respect of such claim and the costs (if any) of any proceedings shall be borne equally