

by the Britannic and the Terminating Company.

(2) The business carried on by the Britannic of effecting Industrial Assurance Contracts in Eire

For the purposes of this definition and of the Agreement

(i) any industrial assurance as aforesaid which may in law be illegal void or voidable shall nevertheless be included in the Industrial Assurance business in Eire of the Britannic

(ii) paid-up assurances which have arisen or been granted by reason that all premiums payable thereunder have been paid or on discontinuance of premium payments shall be expressly excluded from the Industrial Assurance business in Eire of the Britannic

(I) Subject as hereinbefore provided any assurance the effecting of which would constitute Industrial Assurance business as defined by the Act shall be deemed an Industrial Assurance

The consideration for the said transfer includes:—

(i) The acceptance by the Terminating Company of and the indemnity by the Terminating Company against the obligations of the Britannic as from the Transfer date in respect of the Industrial Assurance business in Eire of the Britannic subject as provided in the Agreement

(ii) An allotment of fully paid "A" shares in the Terminating Company assessed upon the basis set forth in the Agreement

(iii) Such provision for its Staff as is provided in the Agreement

(iv) Such provision for bonus to its policy-holders on the present scale and in the like circumstances or (after a period of ten years) on terms not less favourable as is provided in the Agreement.

The Britannic agrees to pay to the Terminating Company in respect of the "net assets" (which expression means a sum equal to the "liability" of the Britannic as defined in the Agreement) a sum (payable in cash or by the transfer of specific assets) to be ascertained as therein provided. As from the Transfer date the Britannic is to cease transacting Industrial Assurance business in Eire.

The Agreement further provides that all Staff of the Britannic employed on the Transfer date solely in Eire, both indoor and outdoor (other than those whose earnings are less than 10s. a week) shall as at that date be entitled, in substitution for all other rights, to employment by the Terminating Company (or by a Company which has also been formed in Eire by the name of The Irish Assurance Company Limited and is described as "the Permanent Company" for the purpose (inter alia) of servicing the business of the Terminating Company and acquiring the business and goodwill of the Terminating Company and/or of any Companies whose business it has acquired) or compensation on the basis and conditions therein detailed.

Until the Transfer date the Britannic 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 special resolution of the Britannic, or of 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 Britannic at Broad Street Corner in the City of Birmingham in England and also at its Principal Office in Eire at 90 Harcourt 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 day of July 1939 a Petition which was on the 15th June 1939 presented by the Directors of the Britannic 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. J. G. Cooper of West End Chambers, Broad Street Corner, Birmingham, 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. J. G. Cooper 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  
J. G. COOPER, West End Chambers, Broad  
Street Corner, Birmingham, Solicitor for the  
(223) Petitioners.

In the High Court of Justice.—Chancery Division.  
Mr. Justice Crossman.

In the Matter of SMEETONS COACHES Limited,  
and in the Matter of the Companies Act, 1929.

NOTICE is hereby given that by an Order made the 12th day of June 1939 upon the petition of The General Transport Finance Corporation of 9 York Street Sheffield in the county of York a creditor of the above named Company on the 23rd May 1939 preferred unto this Court

And upon hearing Counsel for the petitioner and for the Registrar of Companies (one of the Respondents) and no-one appearing for or on behalf of the above named Smeeton's Coaches Limited (the remaining Respondent) although it has been duly served with the said petition as by the affidavit of Leo Andrew Palgrave filed the 3rd June 1939 appears

And upon reading the said petition the affidavit of Leslie Charles Gathercole filed the 3rd June 1939 the affidavit of James Barber Savage filed the 5th June 1939 and the exhibits in the said affidavits respectively referred to

And there being no opposition on behalf of His Majesty to the relief sought by the said petition as appears from the said affidavit of Leslie Charles Gathercole and the Exhibit "B" thereto

And the petitioner by its Counsel undertaking to apply to the Court within 7 days from the date hereof for an Order pursuant to section 85 of the above mentioned Act extending the time for registration of the Debenture issued by the said Smeeton's Coaches Limited to the said petitioner and also undertaking within three weeks from the date on which such application is heard and disposed of to present a petition for the winding-up of the said Smeeton's Coaches Limited

It was ordered that the name of the above named Smeeton's Coaches Limited be restored to the Register of Companies

And it was ordered that an office copy of this Order be delivered to the Registrar of Companies

And pursuant to the above mentioned Act the said Smeeton's Coaches Limited is thereupon to be deemed to have continued in existence as if its name had not been struck off.

And it was ordered that the Registrar of Companies do advertise this Order in his official name in the "London Gazette"

And it was ordered that the said The General Transport Finance Corporation and Smeeton's Coaches Limited do pay to the Registrar of Companies his costs of the said petition such costs to be taxed

F. W. BOUSTRED, Assistant Registrar of  
Companies.

Companies Registration Office,  
Bush House,  
S.W. Wing, Strand,  
London, W.C.2.

30th June, 1939.