INFERIOR COURT, ENGLAND

1954 No. 1140

The Salford Hundred Court of Record (Extension of Jurisdiction) Order, 1954

Made - - - - 21*st August*, 1954
Coming into Operation 1*st September*, 1954

I, Frederick James Viscount Woolton, Chancellor of the Duchy and County Palatine of Lancaster in exercise of the powers conferred upon me by Section 3 (1) of the Salford Hundred Court of Record Act 1911(**a**) as amended by sub-section 1 of Section 83 of the Manchester Corporation Act 1954(**b**) hereby order and direct that as from the first day of September One thousand nine hundred and fifty four the jurisdiction of the Court of Record for the Hundred of Salford shall be extended so as to include personal actions within the meaning of sub-section (1) of Section 6 of the Salford Hundred Court of Record Act 1868(**c**) in which the debt or damages sought to be recovered shall not exceed the sum of two hundred pounds Subject to the proviso contained in sub-section 1 of Section 83 of the Manchester Corporation Act 1954.

Woolton.

INSURANCE

1954 No. 1464

The Insurance Contracts (War Settlement) (Finland) Order, 1954

Made - - - - 4*th November*, 1954
Coming into Operation 19*th November*, 1954

At the Court at Buckingham Palace, the 4th day of November, 1954

Present,

The Queen's Most Excellent Majesty in Council

Whereas pursuant to Annex V, Part A, paragraph 4 of the Treaty of Peace with Finland, signed at Paris on the 10th day of February, 1947, on behalf of His late Majesty, His late Majesty's Government in the United Kingdom and the Government of Finland on the 28th day of December, 1949, entered into a separate Agreement relating to contracts of insurance and reinsurance :

And Whereas by Section 1 of the Insurance Contracts (War Settlement) Act, 1952(**d**), it is provided that Her Majesty may, by Order in Council, do all such things as appear to her to be necessary for carrying into effect the said Agreement :

(**a**) 1 & 2 Geo. 5. c. clxxii. (**b**) 2 & 3 Eliz. 2. c. xlviii. (**c**) 31 & 32 Vict. c. cxxx.
(**d**) 15 & 16 Geo. 6 & 1 Eliz. 2. c. 56.

And Whereas a draft of this Order has been approved by resolution of each House of Parliament:

Now, therefore, Her Majesty, in pursuance of the said Section and of all other powers enabling Her in that behalf, is pleased, by and with the advice of Her Privy Council, to order, and it is hereby ordered, as follows:—

1.—(1) This Order may be cited as the Insurance Contracts (War Settlement) (Finland) Order, 1954.

(2) This Order shall come into operation on the 15th day after the date hereof.

2. The provisions of the said Agreement that are set out in the Schedule to this Order (herein called "the scheduled provisions") shall have the force of law in the United Kingdom in relation to any contract of insurance or contract or treaty of reinsurance which was made by persons who subsequently became enemies:

Provided that where one of the parties is an insurer having his principal place of business outside the United Kingdom or Finland the scheduled provisions shall only apply if the insurer is constituted or incorporated in or under the laws of Canada (including Newfoundland), Australia, New Zealand, the Union of South Africa, India, Pakistan, the Federation of Rhodesia and Nyasaland, Ceylon or Hong Kong and the contract or treaty was concluded by a branch or agent in the United Kingdom of the insurer aforesaid.

3. Nothing in this Order shall affect the operation of the Act of 1939 or any Order made or direction given thereunder as respects rights and liabilities arising under any such contract or treaty as aforesaid.

4.—(1) For the purposes of this Order and the scheduled provisions persons shall be deemed to have become enemies when trading between them became unlawful on or after the second day of August, 1941, as a result of the application of the provisions of the Act of 1939 to Finland.

(2) In this Order and the scheduled provisions unless the context otherwise requires—

"the Act of 1939" means the Trading with the Enemy Act, 1939(**a**), as amended by or under any enactment;

"insurer" includes reinsurer.

(3) The Interpretation Act, 1889(**b**), shall apply to the interpretation of this Order and the scheduled provisions as it applies to the interpretation of an Act of Parliament.

W. G. Agnew.

SCHEDULE

1. For the purposes of this Agreement the date from which the parties became enemies shall be deemed to be 2nd August, 1941.

2. The application of this Agreement shall be without prejudice to any action taken pursuant to the provisions of the Trading with the Enemy legislation in the United Kingdom or for the purpose of any earlier agreement or arrangement made between the United Kingdom and Finland.

Contracts of Insurance and Reinsurance

3. Contracts of Insurance and Reinsurance will be dealt with in accordance with the following paragraphs:—

(**a**) 2 & 3 Geo. 6. c. 89. (**b**) 52 & 53 Vict. c. 63.

Insurance and Reinsurance (Other than Life)

4. Contracts of Insurance other than Life Insurance or Marine and Aviation Insurance between parties who subsequently became enemies shall be deemed not to have been dissolved by the outbreak of war, or by the fact of the parties becoming enemies provided that—

(*a*) the risk had attached before the parties became enemies; and

(*b*) the Insured had paid within six months from the date of the inception of the insurance, or from the due date where such date is specially indicated, all moneys owed by way of premium or consideration for effecting or keeping effective the Insurance in accordance with the contract.

5. Contracts of Marine and Aviation Insurance between parties who subsequently became enemies shall be deemed not to have been dissolved by the outbreak of war or by the fact of the parties becoming enemies provided that—

(*a*) the risk had attached before the parties became enemies; and

(*b*) the Insured had paid before the date at which the parties became enemies all moneys due by way of premium or consideration for effecting or keeping effective the Insurance in accordance with the contract.

6. In the event of the Insured having made the payment referred to in paragraph 4 (*b*) or 5 (*b*) above in respect of part only of the period for which the contract was effected, then the contract shall be deemed to have been in force for that part only of its period for which such premium or consideration has been paid.

7. Contracts of Insurance other than those remaining in force under the preceding paragraphs shall be deemed not to have come into existence and no payment shall be due from one party to the other. In such cases any moneys paid by way of premium or consideration shall be recoverable from the Insurer.

8.—(*a*) Where an Insurance has been transferred during the war from the original to another Insurer, or has been wholly reinsured, the transfer or reinsurance shall, whether effected voluntarily or by administrative or legislative action, be recognised and the liability of the original Insurer shall be deemed to have ceased as from the date of the transfer or reinsurance. Where an Insurance has been partly reinsured during the war the reinsurance shall, if the British Insurer so elects, also be recognised. The original Insurer shall be entitled to receive on demand full information as to the terms of the transfer or reinsurance, and, if it should appear that those terms were not equitable, they shall be amended so far as may be necessary to render them equitable.

(*b*) The Insured shall, subject to the concurrence of the original Insurer, be entitled to retransfer the contract to the original Insurer as from the date of the Insured formulating a demand to that effect.

(*c*) Appropriate premium shall be payable in respect of any period unexpired as at the date of the transfer or reinsurance or retransfer of the original Insurance by the party relieved of liability to the party which assumes the liability during such unexpired period.

9. Treaties of Reinsurance between parties who subsequently became enemies shall, except as provided below, be deemed to have been determined as at the date the parties became enemies.

10. Subject to any specific provisions in the Reinsurance Treaty, or in default of agreement between the parties as to the manner of accounting, the Reinsurer shall be relieved of all liability for losses occurring on or after the date at which the parties became enemies; all cessions under the Reinsurance Treaty shall be cancelled as at that date; the Reinsurer shall take credit for all earned premium and give credit for all unearned premium on a pro rata temporis basis.

Provided always that cessions in respect of voyage risks which had attached under a Treaty of Marine Reinsurance shall remain in full effect until their natural expiry in accordance with the terms and conditions on which the risk has been ceded.

11. Unless otherwise mutually agreed between the parties, contracts of Excess of Loss Reinsurance on an "Excess of Loss Ratio" basis shall be deemed to have been cancelled as from inception and any payments made thereunder shall be refunded, or brought into account between the parties.

12. Contracts of Facultative Reinsurance between parties who subsequently became enemies shall, except as hereinafter provided, be deemed to have been determined as at the date upon which the parties became enemies. Where, however,

(*a*) the risk had attached before the parties became enemies and

(*b*) all moneys owed by way of premium or consideration for effecting or keeping effective the reinsurance had been paid or set off in the customary manner,

the Reinsurer shall respond for losses recoverable under the contract which occurred before the date at which the parties became enemies and shall be relieved of all liability for losses which occurred on or after the date at which the parties became enemies. The Reinsurer shall take credit for earned premium and give credit for unearned premium on a pro rata temporis basis.

13. Subject to provisos (*a*) and (*b*) set out in paragraph 12, contracts of Facultative Reinsurance of voyage risk shall be deemed not to have been determined and shall continue in accordance with the terms and conditions on which the risk had been ceded until the natural expiry of the original Insurance and the premium or consideration for such voyage risk shall be deemed fully earned by the Reinsurer.

14. Contracts of Facultative Reinsurance other than those complying with the provisos (*a*) and (*b*) in paragraph 12 and the provisions of paragraph 13 shall, unless the parties mutually agree to the contrary, be deemed not to have come into existence and no payment shall be due from one party to the other. In the event of the risk not having attached before the date at which the parties became enemies any moneys paid by way of premium or consideration shall be recoverable from the Reinsurer.

15. Contracts of Facultative Reinsurance shall not be deemed to have been determined as provided under 12, but shall be deemed to have continued in force if such contracts have been effected in respect of Contracts of Insurance which are maintained in accordance with the provisions of paragraphs 4, 5 and 6.

16. Contracts of Reinsurance voluntarily effected before the parties became enemies, with the object of relieving the original Insurer of liabilities in the territory concerned in the event of the parties becoming enemies, shall not be deemed to have been determined but shall be regarded as reinsurance within the meaning of paragraph 8 (*a*) above.

17. There shall be an adjustment of accounts between the same two parties and into the accounts in order to establish a resulting balance shall be brought all balances of accounts (which accounts shall include an agreed reserve for losses still outstanding) and all moneys which may be due from one party to the other under all Treaties of Reinsurance or Contracts of Facultative Reinsurance which have been in existence between them, or returnable under the provisions of paragraphs 11 and 14. The provisions of this paragraph relate only to contracts entered into before 2nd August, 1941.

18. Contracts of Insurance or Reinsurance (including cessions under Treaties of Reinsurance) shall be deemed not to cover losses or claims due to belligerent action by either Power of which any of the parties was a national, or by the Allies or Associates of such Power.

19. No interest shall be payable by any of the parties for any delay which, owing to the parties having become enemies, has occurred or may occur in the settlement of premium, or claims or balances in account.

20. Insurers shall not be liable for claims insofar as liability for such claims shall, since the parties became enemies, have been adversely affected by any modification or application of the terms of the contract contrary to its original intention, whether by enactment, administrative action or Court decision.

21. Except as provided in paragraphs 18 and 20, nothing in this Agreement shall nullify anything done in Finland before the date of the Agreement by any of the contracting parties in performance of Contracts of Insurance or of facultative reinsurance other than contracts to which paragraphs 4, 5 and 12 apply.

Insurance and Reinsurance (Life Clauses)

22. Contracts of life insurance (and of facultative reinsurance of life risks) between parties who subsequently became enemies shall be deemed not to have been dissolved by the outbreak of war or by the fact of the parties becoming enemies, and in determining the obligations of the parties all the terms of the contracts shall, except where the parties mutually agree, be regarded as being in full force.

23. Insurers shall not be liable for claims in so far as liability for such claims shall, since the parties became enemies, have been adversely affected by any modification or application of the terms of the contract contrary to its original intention, whether by enactment, administrative action or Court decision.

24. Treaties of reinsurance between parties who subsequently became enemies shall be deemed to have been determined as at the date the parties became enemies.

EXPLANATORY NOTE

(This Note is not part of the Order, but is intended to indicate its general purport.)

The Order gives effect to an Agreement made on the 28th December, 1949, between His late Majesty's Government and the Government of Finland, pursuant to the Treaty of Peace with Finland, relating to contracts of insurance and contracts and treaties of reinsurance made before 2nd August, 1941 between parties who became enemies on that date as a result of the application of the provisions of the Trading with the Enemy Act, 1939, to Finland. The Schedule to the Order contains provisions to maintain in force or determine these contracts and treaties and to deal with the consequences thereof.

1954 No. 1463

The Insurance Contracts (War Settlement) (Italy) Order, 1954

Made - - - - - *4th November,* 1954
Coming into Operation *19th November,* 1954

At the Court at Buckingham Palace, the 4th day of November, 1954

Present,

The Queen's Most Excellent Majesty in Council

Whereas pursuant to Annex XVI, Part A, paragraph 4, of the Treaty of Peace with Italy, signed at Paris on the 10th day of February, 1947, on behalf of His late Majesty, Her Majesty's Government in the United Kingdom and the Government of Italy on the 1st day of June, 1954, entered into a separate Agreement relating to contracts of insurance and reinsurance: