

18. This Act, and the new Company hereby incorporated, and the exercise of the powers hereby conferred, shall be subject to the provisions of *The Insurance Act* and of any general Act relating to insurance passed during the present session of Parliament; and in any respect in which this Act is inconsistent with those Acts the latter shall prevail.

Application of Insurance Act.
R.S., c. 34.
Conflicting provisions.

SCHEDULE.

This indenture made the _____ day of _____ A. D. 1909, between The Equity Fire Insurance Company, a company incorporated under the provisions of "The Ontario Insurance Act" being Chapter 203 of the Revised Statutes of Ontario, 1897, of the first part, hereinafter called "the old Company" and "The Equity Fire Insurance Company of Canada" incorporated by an Act of the Parliament of Canada, of the second part, hereinafter called "the new Company".

Whereas by a resolution duly passed in that behalf the shareholders of the old Company have accepted and approved of the new Company's Act of incorporation, being Chapter _____ of the Statutes of Canada, 1909, intituled "An Act to incorporate The Equity Fire Insurance Company of Canada", and, by the said resolution, the _____ day of _____ 19____, was fixed as the date from which the said Act should take effect.

And whereas, by the said Act the new Company is authorized to acquire all the assets, rights, credits, effects and property, real, personal and mixed, of the old Company, and whereas the old Company has agreed to convey the same to the new Company.

Now this indenture witnesseth: That, in consideration of the said Act, and of the shares in the capital stock of the new Company which are hereby vested in the shareholders of the old Company, and in consideration of the covenants by the new Company hereinafter contained, the old Company hereby grants, assigns, transfers and sets over unto the new Company, its successors and assigns, forever, all the assets, rights, credits, effects and property, real, personal and mixed, of whatever kind and wheresoever situated belonging to the old Company or to which it is or may be or may become entitled. To have and to hold unto the new Company, its successors and assigns, to and for its sole and only use; and the old Company covenants with the new Company to execute and deliver at the expense of the new Company, all such further and other separate and formal assurances, assignments, transfers and conveyances for registration purposes or otherwise, as may be required to vest in the new Company, its successors and assigns, the full legal equitable and beneficial title and interest to and in the said assets, rights, credits, effects and property, and each and every part thereof.

And in consideration of the foregoing the new Company covenants with the old Company, its successors and assigns, that it shall and will pay, discharge, carry out and perform all

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