

# ORDER IN COUNCIL

ratifying a Projet de Loi

ENTITLED

## **Williams & Glyn's Bank (Guernsey) Law, 1970.**

---

(Registered on the Records of the Island of Guernsey  
on the 25th day of August, 1970.)

---



---

1970.

**IX**  
**1970**

# ORDER IN COUNCIL



IN THE ROYAL COURT OF THE ISLAND OF GUERNSEY

*The 25th day of August, 1970, before Sir William Arnold, Kt., C.B.E., Bailiff; present :—Bertram Guy Blampied, Esquire, O.B.E., Stanley Walter Gavey, Esquire, Gilbert Carey de Jersey, Esquire, C.B., Laurence Francis de Vic Carey, Esquire, C.B., C.B.E., D'Arcy George Le Tissier, William Burton Fox, Esquires, Edward James Lainé, Esquire, C.B.E., D.F.C., Edward Martel, Jean Le Pelley and Walter Francis Robin, Esquires, Jurats.*

The Bailiff having this day placed before the Court an Order of Her Majesty in Council dated the 28th day of July, 1970, ratifying a *Projet de Loi* entitled "Williams & Glyn's Bank (Guernsey) Law, 1970", the Court, after the reading of the said Order in Council and after having heard Her Majesty's Comptroller thereon, ordered that the said Order in Council be registered on the records of this Island, of which Order in Council the tenor followeth:—

# At the Court at Buckingham Palace

The 28th day of July 1970

PRESENT,

## The Queen's Most Excellent Majesty

LORD PRESIDENT

MR SECRETARY MAUDLING

MR AMERY

CHANCELLOR OF THE EXCHEQUER

SIR PETER RAWLINSON

WHEREAS there was this day read at the Board a Report from the Right Honourable the Lords of the Committee of Council for the Affairs of Guernsey and Jersey, dated the 21st day of July 1970, in the words following, viz.:—

“YOUR MAJESTY having been pleased, by Your General Order of Reference of the 22nd day of February 1952, to refer unto this Committee the humble Petition of the States of the Island of Guernsey, setting forth:—

‘1. That, in pursuance of their Resolution of the 26th day of February 1970 the States of Deliberation at a meeting held on the 25th day of March 1970 approved a Bill or “Projet de Loi” entitled “Williams & Glyn’s Bank (Guernsey) Law, 1970” and requested the Bailiff to present a most humble Petition to Your Majesty in Council praying for Your Royal Sanction thereto. 2. That the said Bill or “Projet de Loi” is in the words and figures set forth in the Schedule hereunto annexed. And most humbly praying that Your Majesty might be graciously pleased to grant Your Royal Sanction to the Bill or “Projet de Loi” of the States

of Guernsey entitled "Williams & Glyn's Bank (Guernsey) Law, 1970" and to order that the same shall have force of law in the Islands of Guernsey, Herm and Jethou.'

"THE LORDS OF THE COMMITTEE, in obedience to Your Majesty's said Order of Reference, have taken the said Petition and the said Projet de Loi into consideration and do this day agree humbly to report, as their opinion, to Your Majesty, that it may be advisable for Your Majesty to comply with the prayer of the said Petition and to approve of and ratify the said Projet de Loi."

HER MAJESTY having taken the said Report into consideration is pleased, by and with the advice of Her Privy Council, to approve of and ratify the said Projet de Loi and to order, as it is hereby ordered, that the same shall have the force of Law within the Islands of Guernsey, Herm and Jethou.

AND HER MAJESTY doth hereby further direct that this Order and the said Projet de Loi (a copy whereof is hereunto annexed) be entered upon the Register of the Island of Guernsey and observed accordingly.

AND the Lieutenant-Governor and Commander-in-Chief of the Island of Guernsey, the Bailiff and Jurats, and all other Her Majesty's Officers for the time being in the said Island, and all other persons whom it may concern, are to take notice and govern themselves accordingly.

*W. G. Agnew.*



Projet de Loi referred to in the foregoing  
Order in Council.

## PROJET DE LOI

ENTITLED

### **Williams & Glyn's Bank (Guernsey) Law, 1970**

#### ARRANGEMENT OF SECTIONS

##### PART I

*Transfer of undertaking of Williams to Williams  
& Glyn's Bank Limited*

##### Section

1. Transfer of undertaking of Williams to Williams & Glyn's Bank Limited.
2. Saving of contracts, etc.
3. Application of enactments and documents.
4. Supplementary provisions as to the business of Williams.
5. Actions, etc., not to abate.
6. Evidence and books and documents.
7. Application of Bankers' Books Evidence (Guernsey) Law, 1954.

##### PART II

##### *General*

8. Transfers of interests in land.
9. No exemption from enactments concerning banking companies.
10. Costs of Law.

##### PART III

##### *Interpretation and citation*

11. Interpretation.
12. Citation.

# PROJET DE LOI

ENTITLED

## **Williams & Glyn's Bank (Guernsey) Law, 1970**

WHEREAS:—

(1) Glyn, Mills & Co. (hereinafter called "Glyns"), The National Bank Limited (hereinafter called "National") and Williams Deacon's Bank Limited (hereinafter called "Williams") each carry on the business of banking:

(2) Williams & Glyn's Bank Limited (hereinafter called "the Bank") was formed with the object (amongst others) of carrying on the business of banking:

(3) Glyns, National, Williams and the Bank are each a wholly-owned subsidiary of National and Commercial Banking Group Limited (hereinafter called "the Holding Company"):

(4) Glyns, National, Williams, the Bank and the Holding Company are companies within the meaning of the Companies Acts 1948 to 1967:

(5) Williams carries on business and holds property in the Island of Guernsey (hereinafter referred to as "the Island"):

(6) For the better conduct of the businesses of Glyns, National and Williams it is expedient that their respective undertakings should be merged and that the merger should occur by means of a transfer of the said undertakings to the Bank:

(7) It is expedient that the aforesaid transfer should be effected economically and without interference with the conduct and continuity of the various businesses referred to herein:

(8) By virtue of the Williams & Glyn's Bank Act 1970 the undertaking of Williams, among others, in so far as any portion thereof may be vested in the Bank by virtue of that Act, shall be transferred to and vested in the Bank on the twenty-fifth day of September, nineteen hundred and seventy or on such other date as may be appointed by the Board of Trade by order made under section three of that Act:

(9) It is further expedient that the transfer to the Bank of any portion of the undertaking of Williams which falls to be governed by the law of the Island should be effected as provided in this Law and that the other provisions contained in this Law relative thereto and consequential thereon should be enacted:

NOW THEREFORE, the States, in pursuance of their Resolution of the twenty-sixth day of February, nineteen hundred and seventy, have approved the following provisions which, subject to the sanction of Her Most Excellent Majesty in Council, shall have force of law in the Islands of Guernsey, Herm and Jethou.

## PART I

### *Transfer of undertaking of Williams to Williams & Glyn's Bank Limited*

1. On the appointed day any portion of the undertaking of Williams the transfer of which falls to be governed by the law of the Island shall by virtue of this Law be transferred to and vest in the Bank.

Transfer of  
undertaking  
of Williams  
to Williams  
& Glyn's  
Bank  
Limited.



Saving of  
contracts,  
etc.

2.—(1) Subject to the provisions of this Law, all contracts, agreements, conveyances, deeds, leases, licences, guarantees, bonds, indemnities, instructions and other instruments or undertakings entered into by or made with or addressed to Williams whether alone or with any other person and whether as principal or agent, in force on the appointed day shall on and from that day be binding and of full force and effect in every respect against or in favour of the Bank as fully and effectually as if, instead of Williams, the Bank had been a party thereto or bound thereby or entitled to the benefit thereof.

(2) In relation to every contract of employment or agreement for the rendering of personal service to which subsection (1) of this section applies, the provisions of the said subsection shall operate to substitute the Bank for Williams, but shall not constitute a termination of such contract for any purpose.

Application  
of  
enactments  
and  
documents.

3.—(1) Subject to the provisions of this Law, where—

- (a) any enactment other than in this Law; or
- (b) any document whensoever made or executed;

contains any reference express or implied to Williams such reference shall, on and from the appointed day and except where the context otherwise requires, be read, construed and have effect as a reference to the Bank.

(2) Without prejudice to the generality of the immediately preceding subsection, where by any order of any court or by any trust deed, settlement, covenant, agreement or will, whether made or executed before, on or after the appointed day, Williams was or is (whether alone or with any other person) granted letters of administration or appoin-

ted trustee, executor, guardian or in any other fiduciary capacity, such order, trust deed, settlement, covenant, agreement, will or appointment shall not fail by reason of anything in this Law but shall on and from the appointed day be read, construed and have effect as if for any reference therein to Williams there was substituted a reference to the Bank, and so that where any such order, trust deed, settlement, covenant, agreement or will authorised or authorises Williams or (in the case of any such order or other instrument taking effect after the appointed day) would have authorised Williams (if Williams had accepted such appointment) to charge remuneration in accordance with some specified scale or otherwise to act in accordance with some specified terms or conditions, every reference to Williams in such scale or in such terms or conditions shall on and from the appointed day be construed and have effect as if the same were a reference to the Bank.

(3) Notwithstanding anything in subsection (1) of this section, where in pursuance thereof a reference to Williams in any document constituting or relating to any pension scheme or any provident fund of Williams in force immediately before the appointed day is to be read, construed and have effect as a reference to the Bank, for the purpose of ascertaining and calculating the right to benefits thereunder, service or employment with Williams prior to the appointed day shall be taken into account as if it were service or employment with the Bank, but this section shall not of itself give rise to any claim to benefit under any such scheme or fund or operate to cause a member thereof to become a member of another pension scheme or provident fund.

Supple-  
mentary  
provisions  
as to the  
business of  
Williams.

4. Without prejudice to the generality of the foregoing provisions of this Law, the following provisions shall have effect with relation to the business of Williams:—

- (a) any account between Williams and a customer shall be transferred to the Bank on the appointed day and shall become on and from that day an account between the Bank and such customer with the same rights and subject to the same obligations and incidents (including rights of set-off) as would have been applicable thereto if such account between Williams and the customer had continued and such account shall be deemed for all purposes to be a single continuing account and so that any instruction, order, direction, mandate, power of attorney, authority or undertaking given by such customer in relation to such account and subsisting at or given after the appointed day shall, unless and until revoked or cancelled, apply and have effect in relation to such account after its transfer to the Bank as aforesaid;
- (b) any security in favour of Williams, an agent for Williams or a nominee of Williams for the payment of debts or liabilities (whether present or future, actual or contingent) of any person shall be transferred or deemed to be transferred to the Bank on the appointed day and shall be held by and be available to the Bank as security for the payment of such debts and liabilities to the Bank; and where the security extends to future advances or to future liabilities of such person, the said security shall on and from that day be held by and be available

to the Bank as security for future advances to the said person, by, and future liabilities of the said person to, the Bank to the same extent to which future advances by, or liabilities to, Williams were secured thereby immediately before that day;

- (c) the Bank shall, in relation to any security transferred or deemed to have been transferred to it in accordance with or by virtue of the provisions of this Law and the moneys thereby secured in accordance with those provisions, be entitled to the same rights and priorities and subject to the same obligations and incidents as Williams would have been entitled and subject to if the same had continued to be held by Williams;
- (d) the custody of any document, goods or other property held by Williams as bailee for any other person shall be transferred or deemed to be transferred to the Bank on the appointed day and the rights and obligations of Williams under any contract of bailment relating to such document, goods or property shall be transferred or deemed to be transferred on that day to the Bank;
- (e) any negotiable instrument or order for payment of money, whether drawn, given, accepted, or endorsed before, on or after the appointed day, which is expressed to be drawn on, or given to, or accepted or endorsed by, Williams, or payable at any place of business of Williams shall have the same effect on and from the appointed day as if it had been drawn on, or given to, or

accepted or endorsed by the Bank, or payable at the same place of business of the Bank.

Actions, etc.,  
not to abate.

5.—(1) Subject to the provisions of this Law, any action, application, arbitration or proceeding and any cause of action, application, arbitration or proceeding which shall on the appointed day be pending or existing by, against or in favour of Williams shall not abate or be discontinued or be in any way prejudicially affected by reason of the provisions of this Law, but the same may only be prosecuted, continued and enforced by, against or in favour of the Bank as and when it might have been prosecuted, continued and enforced by, against or in favour of Williams if this Law, had not been passed.

(2) Subject to the provisions of this Law any judgment or award obtained by or against Williams and not fully satisfied before the appointed day shall only be enforceable by or against the Bank.

Evidence and  
books and  
documents.

6.—(1) Subject to the provisions of this Law, on and from the appointed day all books and other documents which would before the appointed day have been evidence in respect of any matter for or against Williams shall be admitted in evidence in respect of the same matter for or against the Bank.

(2) In this section “documents” includes, in addition to documents in writing—

- (a) any map, plan, graph or drawing;
- (b) any photograph;
- (c) any disc, tape, sound track or other device, in which sounds or other data (not being visual images) are embodied so as to be capable (with or without the aid of some other equipment) of being reproduced therefrom; and

- (d) any film, microfilm, negative, tape or other device in which one or more visual images are embodied so as to be capable (as aforesaid) of being reproduced therefrom.

7.—(1) On and from the appointed day, the Bankers' Books Evidence (Guernsey) Law, 1954, shall apply to the banker's books of Williams transferred to the Bank by virtue of this Law, and to entries made therein before the appointed day, as if such books were the books of the Bank.

Application  
of Bankers'  
Books  
Evidence  
(Guernsey)  
Law, 1954

(2) For the purposes of section six of the said Law of 1954, banker's books so transferred to the Bank shall be deemed to have been the ordinary books of the Bank at the time of the making of any entry therein which purports to have been made before the appointed day, and any such entry shall be deemed to have been made in the usual and ordinary course of business.

(3) In this section "banker's books" has the same meaning as in the said Law of 1954.

## PART II

### *General*

8. The transfer of an interest in land by virtue of this Law shall not—

Transfers of  
interests in  
land.

- (a) constitute an assignment, transfer, devolution, parting with possession or other disposition of that interest for the purposes of any provision relating to assignment, transfer, devolution, parting with possession or other disposition contained in any instrument concerning that interest; or
- (b) invalidate or discharge any contract or security; or

- (c) operate so as to merge any leasehold interest in the reversion which is expectant thereon.

No exemption from enactments concerning banking companies

9. Nothing in this Law shall exempt the Bank from the provisions of any enactment relating to companies carrying on the business of banking.

Costs of Law.

10. All costs, charges and expenses preliminary to and of and incidental to the preparing, obtaining and passing of this Law or otherwise in relation thereto shall be paid by the Bank.

### PART III

#### *Interpretation and citation*

Interpretation.

11.—(1) In this Law, unless the subject or context otherwise requires—

“the appointed day” means the day appointed under Williams & Glyn’s Bank Act 1970 for the transfer of the undertaking of Williams to the Bank;

“the Bank” means Williams & Glyn’s Bank Limited;

“customer” includes any person having a banking account or other dealing, transaction or arrangement in the course of business with Williams;

“enactment” includes an Order in Council, a Law, an Act of Parliament, an Ordinance and any order, rule or regulation made under any enactment;

“liabilities” includes duties and obligations of every description, whether actual or contingent, present or future;

“property” means property, both real and personal, of every description wheresoever situate and includes property held on trust and securities, rights, and powers of every description;

“security” includes a bond, mortgage or charge (whether legal or equitable), debenture, bill of exchange, promissory note, hypothecation, undertaking, indemnity, guarantee, lien, pledge or other document or arrangement for securing the payment of a debt whether present or future or the discharge of a liability;

“undertaking” when used in regard to a company means the business and all of the property vested in or belonging to or held by that company and all the liabilities to which that company is subject;

“will” includes a codicil and any other testamentary writing;

“Williams” mean Williams Deacon’s Bank Limited.

(2) Any reference in this Law to any enactment shall be construed as a reference to that enactment as applied, extended or amended by, or by virtue of, any subsequent enactment.

12. This Law may be cited as the Williams & Glyn’s Bank (Guernsey) Law, 1970.

R. H. VIDELO,

Her Majesty’s Greffier.