

APPENDIX 1

(Referred to in Introduction (iv))

Principal Concerns and Organisations from whom Evidence was obtained

The British Match Corporation Ltd., speaking also, on appropriate matters, for:—

The Society of British Match Manufacturers.

The British Match Makers' Association.

Maguire & Paterson (N.I.) Ltd.

Chambon Ltd.

United Match Industries Ltd.

Anglia Match Co. Ltd.

North of England Match Co. Ltd.

Magnet Match Works.

Vickers-Armstrongs Ltd.

In co-operation with the Parliamentary Committee of the Co-operative Union Ltd.:—

Co-operative Wholesale Society Ltd.

Scottish Co-operative Wholesale Society Ltd.

Board of Trade.

Forestry Commission.

Ministry of Supply.

We also obtained evidence or collected information from other Government Departments, and from a large number of importers and distributors of matches, from associations representing distributors, from United Kingdom machinery manufacturers, and from the London agents of two foreign match-making machinery manufacturers and the former agent of one of these manufacturers.

APPENDIX 3

Table showing present shareholdings of B.M.C. and its subsidiaries in concerns in the United Kingdom engaged in the manufacture or import of matches, the manufacture of match-making machinery, or the manufacture or supply of materials for match-making ⁽¹⁾

Nature of Business and Name of Concern	Date of B.M.C.'s Controlling Interest or First Investment ⁽¹⁾	Issued Share Capital (as at 31.5.1952)	Issued Share Capital held by B.M.C. and/or its subsidiaries (as at 31.5.1952)	Voting Power of B.M.C. ⁽²⁾
				Per cent.
HOLDING COMPANIES:—				
Bryant & May (Brazil) Ltd.	1927	600,000 Ord. of £1 ...	600,000 Ord. of £1 ...	100
Match Importers Ltd.	1927	20,000 Ord. of £1 ...	20,000 Ord. of £1 ...	100
MATCH MANUFACTURERS:—				
Bryant & May Ltd.	1927	£480,000 14 per cent. Cum. Pref. Stock £1,320,000 Ord. Stock £284,398 Partnership Stock	£44,710 14 per cent. Cum. Pref. Stock £1,320,000 Ord. Stock	87.5
J. John Masters & Co. Ltd.	1927	500,000 Ord. of £1 ...	500,000 Ord. of £1 ...	100
S. J. Moreland & Sons Ltd.	1927	412,500 Ord. of £1 ...	412,500 Ord. of £1 ...	100
W. J. Morgan & Co. Ltd.	1927	2,800 Ord. of £5 ...	2,800 Ord. of £5 ...	100
United Match Industries Ltd.	1937	138,846 8 per cent. Non-Cum. Part. Pref. Ord. of 13s. 4d.	23,324 8 per cent. Non-Cum. Part. Pref. Ord. of 13s. 4d.	48.9
Maguire & Paterson (N.I.) Ltd.	1939	500,000 Deferred Ord. of 3d. 60,000 6 per cent. Cum. Part. Pref. of £1 120,000 Ord. of £1 ...	289,269 Deferred Ord. of 3d. 59,500 6 per cent. Cum. Part. Pref. of £1 28,148 Ord. of £1 ...	48.7
Inactive Concerns ⁽³⁾ :—				
The Midland Match Works Ltd. ⁽⁴⁾	1927	40,000 Ord. of £1 ...	40,000 Ord. of £1 ...	100
Standard Match Co. Ltd. ⁽⁴⁾	1927	32,000 Ord. of £1 ...	32,000 Ord. of £1 ...	100
Acton Match Co. Ltd. ...	1927	100 Ord. of £1 ...	100 Ord. of £1 ...	100
R. Bell & Co. Ltd. ⁽⁵⁾	1927	4 Ord. of £1 ...	4 Ord. of £1 ...	100
Diamond Match Co. Ltd. ⁽⁶⁾	1927	24 Ord. of £1 ...	24 Ord. of £1 ...	100
Irish Match Co. Ltd. ...	1927	1,639 Ord. of £1 ...	1,639 Ord. of £1 ...	100
Maguire Paterson & Palmer Ltd. ⁽⁵⁾	1927	3 Ord. of £1 ...	3 Ord. of £1 ...	100
Matches Ltd. ...	1927	2 Ord. of £1 ...	2 Ord. of £1 ...	100
British Booklet Matches Ltd.	1932	3 Ord. of £1 ...	3 Ord. of £1 ...	100
Publicity Book Matches Ltd.	1932	9,851 Ord. of £1 ...	9,851 Ord. of £1 ...	100
Alliance Match Co. Ltd. ...	1934	2 Ord. of £1 ...	2 Ord. of £1 ...	100
Hulme Patent Advertising Match Co. Ltd.	1936	1,000 Ord. of £1 ...	1,000 Ord. of £1 ...	100
MATCH IMPORTERS AND DISTRIBUTORS:—				
Ben Searle Ltd. ...	1927	20,000 Ord. of £1 ...	20,000 Ord. of £1 ...	100
Dougal Bros. Ltd. ...	1927	30,000 Ord. of £1 ...	30,000 Ord. of £1 ...	100
Jos. Franses & Co. Ltd. ...	1927	21,000 Ord. of £1 ...	21,000 Ord. of £1 ...	100
Niedals Match Co. Ltd. ...	1927	800 Ord. of £1 ...	800 Ord. of £1 ...	100
Union Match Co. Ltd. ...	1927	10,000 Ord. of £1 ...	10,000 Ord. of £1 ...	100
Nollag Matches Ltd. ...	1939	3,500 7½ per cent. Cum. Pref. of £1 2,000 Ord. of £1 ...	3,500 7½ per cent. Cum. Pref. of £1 2,000 Ord. of £1 ...	100

(1) The table, which is based principally on information supplied by B.M.C., shows concerns in which B.M.C. has acquired interests, either directly or through its subsidiaries, as the result of its formation in 1927 or in subsequent years. Figures in column 2 show the year when a controlling interest was acquired, or, where B.M.C.'s interest does not amount to control, the date of its first investment. Amalgamations of interests before 1927 between United Kingdom match manufacturers who now form part of the B.M.C. organisation are shown in Appendix 2. The ownership of B.M.C. itself is described in paragraph 37 of the report.

(2) Where B.M.C. holds interests through subsidiaries, the voting power shown is that of the subsidiaries concerned, which are not themselves in all cases wholly owned by B.M.C.

(3) In addition to investments in the companies listed, members of the B.M.C. group also purchased assets (including machinery) of the following match manufacturers:—

1929 Loades Bros.	1934 Welwyn Match Co. Ltd.
1932 British Booklet Matches (1928) Ltd.	1935 Oakhurst Match Co. Ltd.
1933 Martins, Coppenhall, Crewe.	1939 British Fullmatch Co. Ltd.

(4) These companies are now described by B.M.C. as distributors (see paragraph 38 of the report).

(5) Successor of a company of the same name acquired by Brymay in 1922.

(6) Successor of a company of the same name acquired by Brymay in 1901.

Nature of Business and Name of Concern	Date of B.M.C.'s Controlling Interest or First Investment	Issued Share Capital (as at 31.5.1952)	Issued Share Capital held by B.M.C. and/or its subsidiaries (as at 31.5.1952)	Voting Power of B.M.C.
MATCH IMPORTERS AND DISTRIBUTORS (continued):—				
<i>Inactive Concerns (1):—</i>				
Edwards, Roche & Co. Ltd. (formerly Roche & Co. Ltd.)	1927	75,000 Ord. of £1 ...	75,000 Ord. of £1 ...	100
B. M. Fry & Co. Ltd. ...	1927	1,000 Ord. of £1 ...	1,000 Ord. of £1 ...	100
I. Goldstein Ltd. ...	1929	7,000 Ord. of £1 ...	7,000 Ord. of £1 ...	100
Regent Match Co. Ltd. ...	1930	10,000 Ord. of £1 ...	10,000 Ord. of £1 ...	100
Continental Match Distributors Ltd.	1937	25,000 Ord. of £1 ...	25,000 Ord. of £1 ...	100
R. Bartlett Bragg & Co. Ltd.	1938	5,000 Ord. of £1 ...	5,000 Ord. of £1 ...	100
MANUFACTURERS OR SUPPLIERS OF MATCH-MAKING MATERIALS:—				
J. & G. Cox Ltd. ...	1927	10,000 5 per cent. Cum. Pref. of £10 15,252 Ord. of £10 ...	8,500 5 per cent. Cum. Pref. of £10 15,252 Ord. of £10 ...	100
Albright & Wilson Match Phosphorus Co. Ltd.	1929	25,000 6 per cent. Cum. Pref. of £1 40,000 Ord. of £1 ...	20,000 Ord. of £1 ...	50
George Boor & Co. Ltd. ...	1929	5,000 "A" Ord. of £1 ... 5,000 "B" Ord. of £1 ...	5,000 "B" Ord. of £1 ...	67
MACHINERY MANUFACTURERS:—				
Chambon Ltd. ...	1927	8,000 8 per cent. Cum. Pref. of £5 8,000 Ord. of £1 ... 20,000 4 per cent. Debentures of £1	4,000 8 per cent. Cum. Pref. of £5 4,000 Ord. of £1 ... 20,000 4 per cent. Debentures of £1	50

(1) In addition to the companies listed the B.M.C. group has also controlled the following match importers now liquidated:—

Control acquired by B.M.C. group	Date of liquidation
1927	Drown & Co. Ltd. ...
1927	Wm. C. Edwards & Co. Ltd. ...
1927	Stavers & Anderson (Matches) Ltd. ...
1928	Ewell McAllen Ltd. ...
1936	Edwin Parrack & Co. Ltd. ...
1937	Catchpole & Co. Ltd. ...

APPENDIX 4

1938 TRADING AGREEMENTS between B.M.C. and SWEDISH MATCH (1)

4A. TRADING AGREEMENT (BRITISH ISLES)

(Referred to in paragraphs (x), 34, 49-57, and 131-134)

An Agreement made the twentieth day of September 1938 BETWEEN BRITISH MATCH CORPORATION LIMITED whose registered office is at Haddon House Fenchurch Street in the City of London (hereinafter called "the British Company") of the one part and SVENSKA TÄNDSTICKS AKTIEBOLAGET of Jönköping Sweden (hereinafter called "the Swedish Company") of the other part

WHEREBY IT IS AGREED as follows:—

Definitions.

1. IN this Agreement the following expressions shall unless there be something in the context inconsistent therewith have the several meanings assigned to them respectively in the Schedule hereto:—

British Isles	Home Trade
Matches	Gross
BMC Matches	Rasnoexport
STAB Matches	Rasnoexport Agreement
Russian Matches	Net Selling Price
Competitive Matches	Selling Expenses
Associates	Year

Duration.

2. THIS Agreement shall be deemed to have come into operation on the 1st day of January 1937 and shall continue in force until the 31st day of December 1961 Each of the parties hereto shall forthwith after the date hereof do all such things as may be necessary to put itself and the other party into the positions they would respectively have been in had this Agreement in fact come into operation on the 1st day of January 1937 and had its terms been thereafter duly observed by both parties.

Division of Home Trade.

3. (I) THE British Company undertakes to ensure as far as is practicable by adjustment of prices or other means that the Home Trade shall be so divided that 55 per centum thereof shall be in BMC Matches and 45 per centum thereof shall be in STAB Matches It is intended that of the said 45 per centum twenty forty-fifths shall be STAB Matches made in Sweden and Norway and the remaining twenty-five forty-fifths other STAB Matches but this sub-division of the said 45 per centum shall impose no obligation upon either of the parties hereto.

(II) IF in any year BMC Matches shall constitute more than 55 per centum of the Home Trade the British Company shall subject to the provisions of Clause 5 hereof and unless such over-sale shall have been due to the failure of the Swedish Company to supply matches in execution of orders given by the British Company or its associates pay to the Swedish Company 1s. (One shilling) per gross on the quantity by which the said 55 per centum shall have been exceeded PROVIDED that for the purposes of this sub-clause no account shall be taken of BMC Matches which shall have been sold at a net selling price which exceeds the excise duty thereon and the selling expenses thereof by less than 2s. (Two shillings) per gross.

(III) IF in any year STAB Matches shall constitute more than 45 per centum of the Home Trade the Swedish Company shall subject to the provisions of Clause 5 hereof pay to the British Company 1s. (One shilling) per gross on the quantity by which the said 45 per centum shall have been exceeded PROVIDED

(1) The general purport of passages not quoted in full is indicated within square brackets.

that for the purposes of this sub-clause no account shall be taken of STAB Matches which shall have been sold at a net selling price which exceeds—

(A) the freight and insurance (whether included in the purchase price or not) and other expenses incurred up to and including the time the matches are placed in the first warehouse after landing

(B) the import duty paid or payable

(C) the selling expenses and

(D) the profit of 2d. (Twopence) or 3d. (Threepence) as may be appropriate according to Clause 7 hereof

by less than 1s. 4½d. (One shilling and fourpence halfpenny) per gross.

4. (I) EACH party shall use its best endeavours to reduce and prevent the sale in the British Isles of Competitive Matches. Competitive Matches.

(II) IN any year in which such sales shall occur then subject to the provisions of Clause 5 hereof—

(A) if the sales in the British Isles in that year of competitive matches made in the British Isles shall exceed one-half of the sales in the British Isles in the same year of all competitive matches the British Company shall pay to the Swedish Company 6d. (Sixpence) for every gross of such excess.

(B) if the sales in the British Isles in that year of imported competitive matches shall exceed one-half of the sales in the British Isles in the same year of all competitive matches the Swedish Company shall pay to the British Company 6d. (Sixpence) for every gross of such excess.

(III) FOR the purposes of this clause the quantities of competitive matches sold in the British Isles in any year shall be computed by reference to official returns published by the British and Irish Free State Governments and to the books of the British Company and its associates.

5. IF in respect of any year the total amount payable by one party to the other under Clauses 3 and 4 hereof shall exceed £37,500 (Thirty-seven thousand five hundred pounds) the excess over £37,500 (Thirty-seven thousand five hundred pounds) shall be released and cancelled PROVIDED THAT if a sum shall be payable by one party under Clause 3 and by the other party under Clause 4 the one sum shall be set off against the other and the difference shall be taken to be the said total amount. Limit to certain payments.

6. IF in any year BMC Matches shall constitute more than 55 per centum of the Home Trade and the quantity of BMC Matches sold in the Home Trade in that year shall exceed the average quantity of such matches so sold during the preceding three years⁽¹⁾ the British Company shall pay to the Swedish Company in addition to any sum that may be payable under any other provision of this Agreement 1s. (One shilling) per gross on the amount of the excess over 55 per centum of the Home Trade or of the excess over the said average quantity whichever excess shall be the smaller PROVIDED ALWAYS that— Compensation for excess of BMC Matches.

(i) if the sales in the British Isles of any Competitive Matches shall become controlled by or under the influence of the British Company then for the purpose of ascertaining the said average quantity all sales of the said Competitive Matches in the British Isles in each of the three years prior to the next following 1st January shall be deemed to have been sales of BMC Matches

(ii) there shall be deducted from the amount (if any) of the said excess in any year all BMC Matches which shall have been sold in that year at a net selling price which exceeds the excise duty thereon and the selling expenses thereof by less than 2s. (Two shillings) per gross.

⁽¹⁾ By exchange of letters 7th October, 1948, the parties agreed that "if in any calendar year BMC deliveries are reduced through circumstances beyond the control of the British Company . . . the average of the three normal years immediately prior to such year shall be applied as the standard and retained for subsequent years until BMC deliveries exceed such standard".

7. (I) THE Swedish Company shall unless prevented by force majeure sell to the British Company and to such of its associates as the British Company may designate from time to time STAB Matches in such quantities and of such descriptions and brands as the British Company and its said associates or any of them may order from time to time for the reasonable requirements of the Home Trade.

(II) THE prices at which STAB Matches so ordered as aforesaid shall be sold by STAB to the British Company and its associates shall be such as will allow the British Company or the associate thereof by which the same shall have been purchased (hereinafter called "the purchaser") a profit on resale of 3d. (Threepence) per gross in the case of STAB Matches made in Sweden or Norway and 2d. (Twopence) per gross in the case of other STAB Matches. All such matches shall be resold at such prices as shall be determined by the British Company.

(III) THE said profit shall be taken to be the balance remaining after deducting from the net selling price thereof—

(A) the purchase price

(B) the freight and insurance (when not included in the purchase price) and other expenses incurred up to and including the time the matches are placed in the first warehouse after landing

(C) the import duty paid or payable and

(D) the selling expenses

(which items are hereinafter in this clause referred to as "the said deductions") PROVIDED THAT the said selling expenses shall not in any year exceed the average selling expenses incurred during the same year by the British Company and its associates in the sale of BMC Matches.

(IV) AS soon as practicable after the end of each year the British Company shall furnish to the Swedish Company a statement in writing of the average selling expenses of the British Company and its associates incurred in the sale of STAB matches and of BMC matches during the year then past and the said statement shall be deemed to have been accepted by the Swedish Company unless it shall within thirty days after the receipt thereof notify the British Company in writing that the same is not accepted. If the said statement shall not be accepted the British Company shall place at the disposal of any chartered accountant practising in England who may be appointed by the Swedish Company all books accounts vouchers and documents of the British Company and its associates that may reasonably be required by the said accountant for the purpose of checking the accuracy of the said statement and if after the said accountant shall have examined the same and have conferred with the accountants of the British Company the parties hereto shall be unable to agree as to the said rates the matter shall be referred to arbitration as hereinafter provided.

(V) UNTIL the net selling price and the said deductions in relation to STAB matches so ordered as aforesaid shall have been determined the price to be paid therefor shall be calculated provisionally upon the basis of the then current selling price and an estimate by the British Company of the amount of the said deductions and as soon as both the actual net selling price and the actual amount of the said deductions shall have been determined such adjustments shall be made in the prices provisionally charged for matches sold by the purchaser during the year then past and in the accounts between the selling and purchasing parties as may be necessary.

(VI) IF the total price payable to STAB (adjusted as hereinbefore provided and also adjusted where necessary to a price f.o.b. port of shipment) in respect of all STAB matches sold by the British Company and its associates in any year shall exceed 26·435d. (twenty-six decimal four three five pence) per gross

the Swedish Company shall pay to the British Company a sum equal to one-fifth of the excess⁽¹⁾.

8. (I) THE British Company shall cause one of its associates to purchase all Russian matches from the Swedish Company. The British Company shall be at liberty to fix the prices at which Russian matches shall be resold but in so doing shall observe the general policy prescribed in Clause 3 of the Rasnoexport Agreement.

(II) THE price to be paid by the British Company's said associate for Russian matches so purchased shall be the price payable therefor by the Swedish Company in accordance with Clause 2 of the Rasnoexport Agreement (namely 13d. (Thirteen pence) per gross) and the said price shall include delivery as provided in the said Clause 2.

(III) IF the net selling price of all Russian matches resold by the British Company's said associate in any year shall be less than the aggregate of the following items—

(A) the purchase price

(B) the freight and insurance (whether included in the purchase price or not) and other expenses incurred up to the time the matches are placed in the first warehouse after landing

(C) the import duty paid or payable

(D) the total selling expenses and

(E) a sum equal to 1d. (One penny) per gross

the Swedish Company shall pay to the British Company the amount of the deficiency. If on the other hand the said net selling price shall exceed the aggregate of the said items the British Company shall pay to the Swedish Company the amount of the excess. The sums payable under this paragraph of this clause shall be ascertained and paid as soon as practicable after the end of each year and in any case not later than the next following 15th day of March.

(IV) AS soon as practicable after the end of each year in which Russian matches shall have been resold by the British Company's said associate a further account shall be taken of—

(A) all sums that may be payable by the Swedish Company in respect of the preceding year—

(a) to Rasnoexport by way of share of overprice as provided in Clause 4 of the Rasnoexport Agreement

(b) to Rasnoexport by way of compensation for cancellation pursuant to Clause 9 of the Rasnoexport Agreement of any quantities to be purchased after the 31st day of December 1937

(c) to the British Company pursuant to paragraph (III) of this clause and

(B) all sums that may be payable to the Swedish Company in respect of the preceding year—

(a) by the British Company pursuant to paragraph (III) of this clause

(b) by Rasnoexport by way of compensation for short delivery pursuant to Clause 6 of the Rasnoexport Agreement.

(1) Amended by exchange of letters:—

(i) 7th October, 1948, to a maximum payment to BMC under this clause of 0·6d. per gross for the year 1948;

(ii) 19th October, 1949, to a maximum of 0·9d. per gross for 1949, subject to review during 1950, when

(iii) the maximum became 1·2d. per gross for 1950 and "until further notice".

If the total amount payable by the Swedish Company as defined in (A) above shall exceed the total amount payable to that Company as defined in (B) above the British Company shall pay to the Swedish Company a sum equal to 45 per centum of such excess.

If on the other hand the total amount payable to the Swedish Company as defined in (B) above shall exceed the total amount payable by that Company as defined in (A) above the Swedish Company shall pay to the British Company a sum equal to 45 per centum of such excess.

(V) THE British Company shall from time to time furnish to the Swedish Company such information regarding the activities of the British Company and its associates as may be necessary to enable the Swedish Company to comply with its obligations under Clause 11 of the Rasnoexport Agreement and shall when so requested by the Swedish Company cause such information to be embodied in a statement certified by a British chartered accountant.

Swedish
Company's
trade in the
British Isles.

9. SUBJECT to the provisions of Clause 12 hereof the Swedish Company shall not and so far as it can do so shall secure that none of its associates shall during the continuance of this Agreement engage or be directly or indirectly interested or assist others to engage or be directly or indirectly interested in the manufacture or sale in the British Isles of matches match making materials or match making machinery save only as in this Agreement provided and shall use its best endeavours not to sell or supply and to prevent its associates from selling or supplying matches match making materials or match making machinery to others for importation into the British Isles save as aforesaid.

Mutual
assistance.

10. (I) EACH of the parties hereto shall use its best endeavours to assist and to secure that its associates shall assist the other party and its associates in the furtherance of the objects of this Agreement and shall disclose or procure its associates to disclose to the other party full information with respect to any and all new devices processes and inventions relating to the production of matches or machines or apparatus or appliances connected therewith which may come to its knowledge or the knowledge of any of its associates and so far as it can do so shall give or secure to the other party and its associates or such of them as such other party may designate the right to use on the best possible terms any such device process or invention. If either party shall on making any such disclosure as aforesaid notify the other in writing that it requires the subject-matter of the said disclosure to be kept secret the said other party shall take and shall procure that its associates shall take all such steps as may be reasonably practicable and consistent with the full utilisation of the said subject-matter by the said other party and its associates to ensure that any such disclosures shall be kept secret.

(II) IN particular and without prejudice to the generality of the provisions of paragraph (I) of this clause the Swedish Company shall at all times during the continuance of this Agreement give to the British Company the benefit of its technical advice and assistance in connection with all branches of the match trade in the British Isles and shall also supply the British Company and its associates with all such machinery and materials as may reasonably be required by it or them at prices and on terms similar to and not less favourable to the British Company or its associates than those accorded by the Swedish Company to its associates or any of them in any part of the world.

Triennial
review.

11. IN view of the complex nature of the match trade in the British Isles and the constant changes occurring in it and also because conditions and circumstances beyond the control of either party may require revisions to be made herein in order that the spirit of this Agreement which rests upon harmonious co-operation may be preserved the parties shall meet preferably during the months of July to October in the year 1940 and in every third year⁽¹⁾ thereafter for the purpose of making such modifications as may be found necessary to prevent this Agreement from operating inequitably to either party and as they may on such occasions agree shall be made.

⁽¹⁾ An exchange of letters, 7th October, 1948, provides "for an annual review of the Agreement".

12. IF during the continuance of this Agreement a protective duty shall be Prohibitive put on matches in the British Isles or any portion thereof which in the opinion import of the Swedish Company renders it undesirable to continue to export matches duties. thereto the position which has thus arisen shall first be discussed between the British Company and the Swedish Company. In case of failure to agree on a different solution the Swedish Company shall have the right to manufacture matches in the portion or portions of the British Isles concerned subject to the provisions of Clause 3 hereof.

13. IF during the continuance of this Agreement there shall occur any Fluctuations substantial rise or fall in the value of money above or below that ruling at the date hereof the sums mentioned in Clauses 3 (II), 3 (III), 4 (II), 5, 6, 7 (II), of money. 7 (VI) and 8 shall be revised in such manner that the revised sums shall have an equal relative value.

14. IF any dispute or difference shall at any time arise between the parties Arbitration. hereto touching these presents or the construction thereof or any clause provision or thing therein contained or any matter in any way connected with or arising out of these presents or the operation thereof or the rights duties or liabilities of either party in connection with the premises then and in every such case the matter in dispute shall be referred to the arbitration of a single arbitrator and any such reference shall be deemed to be a submission to arbitration within the meaning of and subject to the provisions of the English Arbitration Acts 1889 to 1934 or any statutory amendment or modification or re-enactment thereof for the time being in force and any such arbitration shall be held in London.

15. THIS Agreement shall be construed without regard to the marginal notes Interpreta- and shall be construed and take effect as a contract made in England in tion. accordance with English law and the Swedish Company hereby submits to the jurisdiction of the High Court of Justice in England and appoints Trummer & Co. (Successors) Limited of 15 St. Helen's Place London E.C.3 or such other person as the Swedish Company shall from time to time appoint to be the agent in London of the Swedish Company for the purpose of accepting service on its behalf of any writ notice or judgment or other legal process or document in respect of any matter arising out of this Agreement and any such appointment shall not be revocable unless and until a substitute shall have been appointed and service of any such document on such appointee or any officer of such appointee shall be deemed to be good service on the Swedish Company for all purposes and the Swedish Company elects domicile at the registered or principal office for the time being of the agent so appointed as aforesaid.

IN WITNESS whereof the parties hereto have caused their respective Common Seals to be hereunto affixed the day and year first above written.

THE SCHEDULE above referred to.

BRITISH ISLES shall mean England Wales Scotland Northern Ireland the Irish Free State the Isle of Man and the Channel Islands.

MATCHES shall mean matches other than Bengal lights.

BMC MATCHES shall mean matches made by the British Company and its associates or by any of them.

STAB MATCHES shall mean matches made by the Swedish Company and its associates or by any of them.

RUSSIAN MATCHES shall mean matches purchased by the Swedish Company from Rasnoexport in performance of the obligations of the Swedish Company under Rasnoexport Agreement.

COMPETITIVE MATCHES shall mean matches other than BMC matches STAB matches and Russian matches.

ASSOCIATES shall mean all persons firms companies associations and undertakings controlled by or under the influence of the British Company or the Swedish Company respectively and neither Rasnoexport nor any other person

firm company association or undertaking in or controlled from the Union of Soviet Socialist Republics which may make matches purchased by the Swedish Company under the Rasnoexport Agreement shall be deemed to be an associate of the Swedish Company by reason of the existence of the said Agreement.

HOME TRADE shall mean the sale for consumption in the British Isles of BMC matches and STAB matches. A sale shall be deemed to have been made when the matches sold have been invoiced by the seller.

GROSS shall mean 144 boxes each containing 50 matches or an equivalent quantity of matches however packed.

RASNOEXPORT shall mean the Vsesojuznoje Objedinenije "Rasnoexport" of Moscow.

RASNOEXPORT AGREEMENT shall mean the Agreement dated the 5th June 1937 and made between Rasnoexport of the one part and the Swedish Company of the other part.

NET SELLING PRICE shall mean the price at which matches shall be invoiced to buyers by the British Company or its associates after deducting any amount allowed to the buyers as discount bonus or allowance for payment within the period stipulated by the terms of sale or otherwise and any part of the expenses of any gift scheme that may be for the benefit of the wholesale and/or retail trade up to a maximum amount of 3d. (Threepence) per gross.

SELLING EXPENSES shall mean in relation to any quantity of matches sold in any year the total number of gross of such matches divided into the expense of selling the same which shall be taken to be—

(A) Where the seller's sole business is the purchase and sale of matches in the British Isles the total net outlay of the seller in the said year which is properly chargeable to Profit and Loss Account (but excluding interest payable or receivable and provision for bad debts).

(B) Where the seller's business includes any business other than the purchase and sale of matches the total net outlay of the seller's business in connection with the sale in the British Isles of matches in the said year which is properly chargeable to Profit and Loss Account (but excluding interest payable or receivable provision for bad debts and income from investments).

Provided always that the said net outlays shall not include—

(1) In the case of BMC matches any expense incurred prior to the same being placed in bonded warehouse.

(2) In the case of STAB and Russian matches any expense incurred prior to the same being placed in the first warehouse after landing.

(3) Any payment made to any director of the seller by way of commission or otherwise based upon the profits earned by the seller.

YEAR shall mean a period of twelve months ending on a 31st December except when such period relates to Selling Expenses in which case "year" shall mean a period of twelve months ending on the date adopted as the termination of the financial year of the company or firm whose selling expenses are to be ascertained.

[SIGNATURES]

4B. TRADING AGREEMENT (OVERSEAS)

(Referred to in paragraphs (x), 34, and 65-71)

An Agreement made the 20th day of September 1938 BETWEEN BRITISH MATCH CORPORATION LIMITED whose registered office is at Haddon House Fenchurch Street in the City of London (hereinafter called "the British Company") of the one part and SVENSKA TÄNDSTICKS AKTIEBOLAGET of Jönköping Sweden (hereinafter called "the Swedish Company") of the other part

WHEREBY IT IS AGREED as follows:—

1. IN this Agreement the following expressions shall unless there be something Definitions. in the context inconsistent therewith have the several meanings assigned to them respectively in the First Schedule hereto:—

Overseas territories	STAB matches
Australia	Associates
New Zealand	Gross
Matches	Year
BMC matches	

2. THIS Agreement shall be deemed to have come into operation on the 1st January 1937 and shall continue in force until the 31st December 1961. Each of the parties hereto shall forthwith after the date hereof do all such things as may be necessary to put itself and the other party into the positions they would respectively have been in had this Agreement in fact come into operation on the 1st January 1937 and had its terms been thereafter duly observed by both parties. Duration.

3. (I) THE British Company shall procure Bryant & May (Proprietary) Limited (hereinafter called "the Melbourne Company") and Bryant & May Limited (hereinafter called "Brymay") and the Federal Match Co. Limited (hereinafter called "the Federal Company") and Brymay respectively forthwith to enter into agreements with the Swedish Company in the terms of the draft agreements set out in the Second and Third Schedules hereto respectively subject to such modifications (if any) as may be agreed between the parties hereto and the Swedish Company shall enter into the said agreements accordingly. Australia.

(II) THE Swedish Company shall pay to the British Company:—

(A) A sum equal to 40 per centum of all sums paid to the Swedish Company pursuant to the clauses numbered 6 in each of the agreements to be entered into pursuant to Sub-clause (I) of this clause.

(B) A sum equal to 40 per centum of all sums paid to the Swedish Company pursuant to the clause numbered 10 in the agreement to be entered into by the Federal Company pursuant to Sub-clause (I) of this clause.

All sums payable by the Swedish Company to the British Company pursuant to this sub-clause shall become due and payable as and when the payment to the Swedish Company upon which the same are to be calculated shall have been received by the Swedish Company.

(III) THE British Company shall procure Brymay to pay to the Swedish Company the sum of £1,200 per annum out of the fees to be paid to Brymay under Clause 9 of the agreement to be entered into by the Melbourne Company and Clause 13 of the agreement to be entered into by the Federal Company pursuant to Sub-clause (I) of this clause such sum to be payable by Brymay as and when the fees payable to Brymay under the said clauses shall be received by Brymay and proportionately thereto.

(IV) IF either the Swedish Company or any of its associates or the British Company or any of its associates shall sell any matches to the Melbourne Company or to the Federal Company the Swedish Company in the case of a sale

by it or any of its associates or the British Company in the case of a sale by it or any of its associates shall forthwith communicate to the other of them in writing full information relating thereto and shall pay to the said other 10 per centum of the price (adjusted to f.o.b. port of shipment) at which all such matches shall have been sold. All sums payable pursuant to this sub-clause shall become due and payable as and when payment of the said price shall be made.

(V) THE British Company shall from time to time during the continuance of this Agreement by the exercise of such voting powers as it may control in the Melbourne Company and in the Federal Company co-operate with the Swedish Company at its request to secure the election of any person nominated by the Swedish Company with the approval of the British Company to be a director of the Melbourne Company and of any person nominated and approved as aforesaid to be a director of the Federal Company but so that at any one time not more than one person shall hold office as a director of the Melbourne Company and not more than one person shall hold office as a director of the Federal Company by virtue of this clause and also to secure at the request of the Swedish Company the removal of any person so elected PROVIDED ALWAYS that if the number of directors of the Melbourne Company or of the Federal Company shall be increased beyond the present number of such directors then so long as such increase shall continue this clause shall have effect in relation to the Company or Companies having such increased number of directors as if for the number one above mentioned there were substituted the number nearest to but not greater than one-fifth of the whole Board including directors elected on the nomination of the Swedish Company.

(VI) IF the Swedish Company shall have purchased or agreed to purchase or shall in future purchase or agree to purchase any shares in the capital of the Melbourne Company the Swedish Company shall without delay inform the British Company and the British Company shall provided that it shall without delay have informed the Swedish Company of its desire to do so be at liberty to acquire in its own name or in the name of any of its associates from the Swedish Company or from the person firm or corporation from whom the Swedish Company may have agreed to purchase the same all or any of such shares at the price paid or agreed to be paid by the Swedish Company.

(VII) SAVE as a shareholder in Brymay the Melbourne Company and the Federal Company and otherwise as provided in this Agreement and the agreements referred to in Sub-clause (I) of this clause neither the British Company nor any of its associates shall be in any way concerned or interested in the manufacture or sale in Australia of matches match-making materials or match-making machinery. Save as a shareholder in the British Company the Melbourne Company and the Federal Company and otherwise as provided in this Agreement and the said agreements neither the Swedish Company nor any of its associates shall be in any way concerned or interested in the match trade in Australia and shall use its best endeavours to prevent the importation into Australia of any matches other than BMC matches and STAB matches.

New Zealand.

4. (I) THE prices at which the Swedish Company shall sell matches in or for importation into New Zealand shall be such as may be approved from time to time by the British Company and the Swedish Company shall not make any such sale as aforesaid otherwise than at prices so approved.

(II) EACH party shall use its best endeavours to reduce and prevent the sale in New Zealand of any matches other than BMC matches and STAB matches.

(III) THE British Company shall use its best endeavours to secure that the total sales of BMC matches and STAB matches in New Zealand shall be divided in the following proportions namely:—85 per centum BMC matches and 15 per centum STAB matches. If in any year the sales of BMC or STAB matches in New Zealand shall exceed the said proportions the British Company or the Swedish Company according as to whether the excess sales shall be of BMC matches or of STAB matches shall pay to the other 1s. 6d. (One shilling

and sixpence) per gross on the quantity by which the said 85 per centum or 15 per centum respectively shall have been exceeded.

5. (I) THE Swedish Company and its associates shall be at liberty to sell STAB matches in and for importation into all parts of the Overseas territories excepting Australia and New Zealand as hitherto⁽¹⁾ but shall give full co-operation to the British Company as regards price policy in all parts thereof in which BMC matches were being sold in substantial quantities in the year 1927. The British Company and the Swedish Company shall not and shall so far as they can do so procure that their respective associates shall not extend their interests in any part of the Overseas territories (except as aforesaid) at the expense of the other or of its associates. Other Overseas territories.

(II) THE Swedish Company shall pay to the British Company 1d. (One penny) for every gross of matches knowingly sold by the Swedish Company and its associates or any of them in or for importation into any part of the Overseas territories other than Australia and New Zealand. The said payment shall be made not later than 30th day of June in each year in respect of matches sold as aforesaid during the preceding year.

6. IF during the continuance of this Agreement a protective duty shall be put upon matches in any part of the Overseas territories other than Australia which in the opinion of the Swedish Company renders it undesirable to export matches thereto the position which has thus arisen shall first be discussed between the British Company and the Swedish Company. In case of failure to agree on a different solution the Swedish Company shall have the right to acquire or erect or become interested in factories in the part or parts of the Overseas territories concerned and (A) in the case of New Zealand to transfer to such factory or factories the manufacture of any part of the proportion of the trade allotted to the Swedish Company in Clause 4 (III) hereof and (B) in the case of any part of the Overseas territories (other than Australia and New Zealand) Clause 5 hereof shall continue to apply. Prohibitive Import duties.

7. IF during the continuance of this Agreement there shall occur any substantial rise or fall in the value of money above or below that ruling at the date hereof the sum mentioned in Clauses 4 (III) and 5 (II) hereof shall be revised in such manner that the revised sums shall have an equal relative value. Fluctuations in the value of money.

8. (I) EACH of the parties hereto shall use its best endeavours to assist and to secure that its associates shall assist the other party and its associates in the furtherance of the objects of this Agreement and shall disclose or procure its associates to disclose to the other party full information with respect to any and all new devices processes and inventions relating to the production of matches or machines or apparatus or appliances connected therewith which may come to its knowledge or the knowledge of any of its associates and so far as it can do so shall give or secure to the other party and its associates or such of them as such other party may designate the right to use on the best possible terms any such device process or invention. If either party shall on making any such disclosure as aforesaid notify the other in writing that it requires the subject-matter of the said disclosure to be kept secret the said other party shall take and shall procure that its associates shall take all such steps as may be reasonably practicable and consistent with the full utilisation of the said subject-matter by the said other party and its associates to ensure that any such disclosure shall be kept secret. Mutual assistance.

(II) IN particular and without prejudice to the generality of the provisions of paragraph (I) of this clause the Swedish Company shall at all times during the continuance of this Agreement give to the British Company and its associates the benefit of its technical advice and assistance in connection with all branches of the match trade in the Overseas territories and shall also supply the British Company and its associates with all such machinery and materials as may

(1) By exchange of letters 7th October, 1948, Newfoundland and Labrador became B.M.C. markets "as from the date of [their] Customs union with Canada", Swedish Match foregoing "its right to establish a factory" in either country.

reasonably be required by it or them at prices and on terms similar to and not less favourable to the British Company or its associates than those accorded by the Swedish Company to its associates or any of them in any part of the world.

Restriction on British Company's trading.

9. THE British Company shall not and so far as it can do so shall procure that none of its associates shall during the continuance of this Agreement and save with consent of the Swedish Company engage or be directly or indirectly interested or assist others to engage or be directly or indirectly interested in the manufacture or sale in any part of the world other than the British Isles the Overseas territories the Dominion of Canada Brazil Colombia Argentina and Uruguay for consumption or use therein of matches match-making materials or match-making machinery and shall use its best endeavours not to sell or supply and to prevent its associates from selling or supplying matches match-making materials or match-making machinery to others for importation into any such part of the world as aforesaid for consumption or use therein⁽¹⁾.

Restrictions on Swedish Company's trading.

10. THE Swedish Company shall not and so far as it can do so shall procure that none of its associates shall during the continuance of this Agreement engage or be directly or indirectly interested or assist others to engage or be directly or indirectly interested in the manufacture or sale in any part of the Overseas territories or in the Dominion of Canada or in Brazil for consumption or use therein of matches match-making materials or match-making machinery save only as in this Agreement provided and shall use its best endeavours not to sell or supply and to prevent its associates from selling or supplying matches match-making materials or match-making machinery to others for importation into any part of the Overseas territory or into the Dominion of Canada or Brazil for consumption or use therein save as aforesaid.

Triennial review.

11. [Provisions for review of the agreement as in Trading Agreement (British Isles), Clause 11.]

Arbitration.

12. [As in Trading Agreement (British Isles), Clause 14.]

Interpretation.

13. [As in Trading Agreement (British Isles), Clause 15.]

IN WITNESS whereof the parties hereto have caused their respective Common Seals to be hereunto affixed the day and year first above written.

THE FIRST SCHEDULE above referred to.

OVERSEAS TERRITORIES shall mean all parts of the British Commonwealth of Nations all British colonies possessions and protectorates all territories under mandate to any part of the said Commonwealth provided that there shall be excluded from the expression "Overseas territories"—

(A) England Wales Scotland Northern Ireland the Irish Free State the Isle of Man and the Channel Islands.

(B) The Dominion of Canada.

(C) All parts of Asia.

AUSTRALIA shall mean the Commonwealth of Australia.

NEW ZEALAND shall mean the Dominion of New Zealand.

MATCHES shall mean matches other than Bengal lights.

BMC MATCHES shall mean matches made by the British Company and its associates or any of them.

STAB MATCHES shall mean matches made by the Swedish Company and its associates or any of them.

(1) An exchange of letters April/May 1946 provides "that the United States, its territories and its possessions should be excluded from any obligations the British Match Corporation has taken in this paragraph".

The parties agreed generally that all clauses of their agreements which could be considered to be in contradiction to the Consent Decree in the case United States of America v. the Diamond Match Company and Others, should be treated as being non-existent.

ASSOCIATES shall mean all persons firms companies associations and undertakings that shall for the time being be controlled by or under the influence of the British Company or the Swedish Company respectively in respect of the markets to which such control or influence may apply Neither Vsesojuznoje Objedinenije "Rasnoexport" of Moscow nor any other person firm company association or undertaking in or controlled from the Union of Soviet Socialist Republics which may make matches purchased by the Swedish Company under an Agreement dated the 5th June 1937 and made between the said "Rasnoexport" and the Swedish Company shall be deemed to be an associate of the Swedish Company by reason only of the existence of the said Agreement.

GROSS shall mean 144 boxes and for the purpose of this definition a box containing 100 or fewer matches shall count as one box a box containing over 100 but not exceeding 200 matches shall count as two boxes a box containing over 200 but not exceeding 300 matches shall count as three boxes and so on but two books of so-called "book matches" "pull matches" folders or similar containers each containing 20 matches shall count as one box.

YEAR shall mean a period of twelve months ending on a 31st December.

THE SECOND SCHEDULE above referred to.

AN AGREEMENT made the _____ day of _____ 193
Between SVENSKA TÄNDSTICKS AKTIEBOLAGET of Jönköping Sweden (hereinafter called "the Swedish Company") of the first part BRYANT AND MAY (PROPRIETARY) LIMITED whose registered office is at Church Street Richmond Melbourne (hereinafter called "the Melbourne Company") of the second part and BRYANT & MAY LIMITED whose registered office is at Fairfield Works Bow in the County of Middlesex (hereinafter called "Brymay") of the third part

Whereas the Swedish Company and Brymay have agreed to assist the Melbourne Company to develop its business in Australia and such assistance on the part of the Swedish Company has been secured by Brymay at the request of the Melbourne Company

NOW IT IS HEREBY AGREED by and between the parties as follows:—

1. The Agreement dated the 19th February 1931 and made between the parties hereto is hereby determined and shall be deemed to have been so determined on the 31st day of December 1936.

2. This Agreement shall be deemed to have come into operation on the 1st January 1937 and shall continue in force until the 31st December 1961. Each of the parties hereto shall forthwith after the date hereof do all such things as may be necessary to put itself and each other party into the several positions they would respectively have been in had this Agreement in fact come into operation on the 1st January 1937 and had its terms been thereafter duly observed by all the parties hereto.

3. The Melbourne Company shall purchase from the Swedish Company and the Swedish Company shall sell to the Melbourne Company in each year up to and including the year 1961 not less than 90 per cent. of the Melbourne Company's requirements during such year of match splints.

4. All match splints sold to the Melbourne Company pursuant to orders given hereunder shall be of first quality and shall be delivered by the Swedish Company c.i.f. such Australian port as the Melbourne Company may from time to time specify.

5. The price to be paid for all match splints sold and delivered as aforesaid shall be 55s. (Fifty-five shillings) per million splints of the dimensions employed by the Melbourne Company at the date hereof and in proportion to the said price for splints of different dimensions Provided always that:—

(A) If the net price to the wholesale trade in Australia at which the Melbourne Company for the time being sells safety matches shall at any time or times be increased or decreased above or below the price of 4s. 11d. (Four shillings and elevenpence) per gross boxes so that such increased or decreased price shall be a price less than 3s. 11d. (Three shillings and elevenpence) or greater than 5s. 11d. (Five shillings and elevenpence) per gross boxes the said price of 55s. (Fifty-five shillings) per million splints shall so often as the same shall happen and as from the date of the said increase or decrease be increased or decreased as the case may be to such price as shall bear to 55s. (Fifty-five shillings) the same proportion as the said increased or decreased price of safety matches bears to 4s. 11d. (Four shillings and elevenpence) and the said increase or decrease shall apply to all deliveries of match splints made after the date of the said increase or decrease.

(B) If any excise or like duty or tax shall be imposed upon matches manufactured in Australia the said net price to the wholesale trade shall for the purposes of this clause be ascertained after deducting therefrom the amount of the said duty or tax.

(C) The price to be paid for match splints under this clause shall be discussed on or about the 1st September in each year between the Swedish Company and Brymay for the purpose of agreeing what (if any) revision in the said price shall be made in order that the said price shall be fair to all the parties hereto having regard to variation in the rates of exchange in the currencies of European countries concerned but the price for splints of the dimensions employed by the Melbourne Company at the date hereof shall not be less than 50s. (Fifty shillings) per million splints.

6. If at any time or times by reason of an increase of import duties or other causes the importation of match splints into Australia shall in the opinion of the Melbourne Company become economically impossible the Melbourne Company shall so often as the same shall occur be at liberty in lieu of purchasing splints from the Swedish Company to manufacture or otherwise obtain splints manufactured in Australia. In the event of the said liberty being exercised the Melbourne Company shall pay to the Swedish Company in respect of all splints used prior to the end of the year 1951 by the Melbourne Company which but for the said liberty the Melbourne Company would have been under obligation to purchase from the Swedish Company commission at the rate of 10s. (Ten shillings) per million splints in respect of splints obtained before the end of the year 1941 and 5s. (Five shillings) per million splints in respect of splints obtained after 1941 and before the end of the year 1951.

7. The Melbourne Company shall at all times during the continuance of this Agreement use its best endeavours by lawful means to prevent the passing of any legislation in Australia or in any part thereof or the issue of any regulations which would render the importation of splints and skillets or either of them economically impossible.

8. The Melbourne Company hereby appoints Brymay to be consulting engineers to the Melbourne Company during the continuance of this Agreement and Brymay agrees to act as such consulting engineers for the said period. Brymay shall as such consulting engineers advise the Melbourne Company to the best of its ability and place at the disposal of the Melbourne Company the benefit of its knowledge and experience of the match making industry and shall from time to time at the request of the Melbourne Company send to the factories of the Melbourne Company in Australia technical experts to advise the Melbourne Company.

9. In consideration of the services to be rendered by Brymay as consulting engineers the Melbourne Company shall pay to Brymay in respect of each year during the continuance of this Agreement a fee at the rate of £3,000 per annum or such other fee as may be agreed between the parties hereto. The said fees

2 to 6. [As in Second Schedule, Clauses 2 to 6 above, except that references to "the Melbourne Company" should be read as references to "the Federal Company".]

7. The Federal Company shall purchase from the Swedish Company and the Swedish Company shall sell to the Federal Company all such skillets for use in the manufacture of match boxes as the Federal Company shall require during the continuance of this Agreement.

8. All skillets sold to the Federal Company pursuant to orders given hereunder shall be of first quality and shall be delivered by the Swedish Company c.i.f. such Australian port as the Federal Company may from time to time specify.

9. The price to be paid for all skillets sold and delivered as aforesaid shall be for skillets of the dimensions employed by the Federal Company at the date hereof 33s. (Thirty-three shillings) per 8,000 sets or such other price as may be agreed between the parties and for sets comprising outsides only and no rims two-thirds of the price in force for sets at the date of delivery of the outsides. If there shall be any change in the dimensions of the skillets ordered by the Federal Company the prices therefor shall be varied in proportion to the size of the skillets. In this Agreement the term "set" shall unless the contrary is indicated mean the outsides and rims required for the manufacture of one match-box.

10. If at any time or times by reason of an increase of import duties or other causes the importation of skillets into Australia shall become economically impossible the Federal Company shall so often as the same shall occur be at liberty in lieu of purchasing skillets from the Swedish Company to manufacture or otherwise obtain skillets manufactured in Australia. In the event of the said liberty being exercised the Federal Company shall pay to the Swedish Company in respect of all skillets used or sold prior to the end of the year 1951 by the Federal Company which but for the said liberty the Federal Company would have been under obligation to purchase from the Swedish Company a commission at the rate of 10s. (Ten shillings) per 8,000 sets and 7s. 6d. (Seven shillings and sixpence) per 8,000 sets comprising outsides only and no rims in respect of sets obtained before the end of the year 1941 and 4s. (Four shillings) and 3s. (Three shillings) respectively in respect of sets obtained after 1941 and before the end of the year 1951.

11. [As in Second Schedule, Clause 7.]

12. [As in Second Schedule, Clause 8.]

13. [As in Second Schedule, Clause 9, except that (a) references to "the Melbourne Company" should be read as references to "the Federal Company"; (b) the fee payable by the Federal Company is £2,000 instead of £3,000 per annum.]

14. [As in Second Schedule, Clause 10.]

15. [As in Second Schedule, Clause 11.]

16. [As in Second Schedule, Clause 12, except that the provision here also covers skillets.]

17. [As in Second Schedule, Clause 13.]

18. [As in Second Schedule, Clause 14.]

IN WITNESS etc. etc.

[SIGNATURES]

4C. TRADING AGREEMENT (MACHINERY)

(Referred to in paragraphs (x), 34 and 79-84)

An Agreement made the twentieth day of September 1938 BETWEEN BRITISH MATCH CORPORATION LIMITED whose registered office is at Haddon House Fenchurch Street in the City of London (hereinafter called "the British Company") of the one part and SVENSKA TÄNDSTICKS AKTIEBOLAGET of Jönköping Sweden (hereinafter called "the Swedish Company") of the other part

WHEREAS the Swedish Company has represented to the British Company that by Agreements dated respectively the 9th April 1926, 13th March 1928 and 26th October 1932 and made between the Swedish Company of the one part and Maschinenfabrik A. Roller of Berlin (hereinafter called "Roller") of the other part the Swedish Company has agreed with Roller to purchase from Roller annually certain quantities of machinery and to make to Roller certain annual payments and that all the terms of the said Agreements material to this Agreement or to the obligations assumed by the British Company hereunder have been disclosed to the British Company in translated extracts from the said three Agreements

AND WHEREAS the British Company has consented to assist the Swedish Company in the performance of the said obligations of the Swedish Company to Roller during the continuance of this Agreement

NOW IT IS HEREBY AGREED between the parties as follows:—

1. IF during any year during the continuance of this Agreement the purchases of the Swedish Company and its associates together with the purchases of the British Company and its associates from Roller shall fall short of the minimum annual quantity to be purchased by the Swedish Company pursuant to the said three Agreements the British Company shall at the request of the Swedish Company place or cause to be placed by its associates with the Swedish Company such orders for machinery as will enable the Swedish Company to make up its said purchases to the said minimum annual quantities PROVIDED ALWAYS—

(i) that the British Company shall not in any one year be obliged to place or cause to be placed with the Swedish Company orders for execution by Roller exceeding in value one quarter of the said minimum annual quantity to be purchased by the Swedish Company from Roller

(ii) that orders placed with the Swedish Company for machinery to be manufactured in Sweden shall not be included in the value of orders placed or caused to be placed for the purpose of this clause

(iii) that for the purposes of this clause orders placed by the British Company or its associates for delivery to Argentine or to Colombia shall be reckoned as being of the value of 50 per centum of the actual value of such orders and orders placed by the British Company or its associates for delivery to Australia shall be reckoned as being of the value of 80 per centum of the actual value of such orders and all other orders shall be reckoned as the full actual value thereof.

2. THE British Company shall during each year during the continuance of this Agreement pay to the Swedish Company one quarter of any payment made by the Swedish Company to Roller in respect of the said annual payments to be made pursuant to the said three Agreements otherwise than in payment for machinery ordered.

3. IN this Agreement the following expressions shall unless there be something in the context inconsistent therewith have the several meanings assigned to them respectively:—

"Associates" shall mean all persons firms companies associates and undertakings that shall for the time being be controlled by or under the

influence of the British Company or the Swedish Company respectively. Neither Vsesojuznoje Objedinenije "Rasnoexport" of Moscow nor any other person firm company association or undertaking in or controlled from the Union of Soviet Socialist Republics which may make matches purchased by the Swedish Company under an Agreement dated the 5th June 1937 and made between the said "Rasnoexport" and the Swedish Company shall be deemed to be an associate of the Swedish Company by reason only of the existence of the said Agreement.

"Year" shall mean a period of twelve months ending on a 31st December.

IN WITNESS whereof the parties hereto have caused their respective Common Seals to be hereunto affixed the day and year first above written.

[SIGNATURES]

APPENDIX 5

(Referred to in paragraphs 50, 129, 134 and 138)

Sales of Home Produced and Imported Matches in the United Kingdom and the Irish Republic (formerly Eire) in the calendar years 1928 to 1951⁽¹⁾

Calendar Year	Grand Total	HOME PRODUCED						IMPORTED									
		By B.M.C. Subsidiaries and Associates		By Competitors		Total Home Produced		From Swedish Match, its Subsidiaries and Associates				From Russia (3)		From Other Competitors		Total Imports	
								S. & N. (2)		Others								Together
		Gross	% of grand total	Gross	% of grand total	Gross	% of grand total	Gross	Gross	Gross	% of grand total	Gross	% of grand total	Gross	% of grand total	Gross	% of grand total
1928	18,877,358	9,528,301	50.5	125,523	0.6	9,653,824	51.1	4,066,728	4,041,350	8,108,078	43.0	1,083,375	5.7	32,081	0.2	9,223,534	48.9
1929	19,458,315	10,061,004	51.7	169,659	0.9	10,230,663	52.6	3,541,347	3,736,976	7,278,323	37.4	1,754,853	9.0	194,476	1.0	9,227,652	47.4
1930	19,660,719	10,357,172	52.7	137,398	0.7	10,494,570	53.4	3,688,212	3,824,192	7,512,404	38.2	1,188,964	6.0	464,781	2.4	9,166,149	46.6
1931	19,740,339	10,251,507	51.9	394,405	2.0	10,645,912	53.9	3,355,494	4,049,464	7,404,958	37.5	648,541	3.3	1,040,928	5.3	9,094,427	46.1
1932	18,104,810	10,277,939	56.8	587,130	3.2	10,865,069	60.0	2,379,271	3,336,652	5,715,923	31.6	1,208,296	6.7	315,522	1.7	7,239,741	40.0
1933	18,430,748	10,140,693	55.0	485,836	2.6	10,626,529	57.6	2,593,609	3,111,985	5,705,594	31.0	1,751,400	9.5	347,225	1.9	7,804,219	42.4
1934	18,827,573	10,212,650	54.2	574,215	3.1	10,786,865	57.3	2,638,685	2,999,977	5,638,662	30.0	2,172,545	11.5	229,501	1.2	8,040,708	42.7
1935	19,332,855	10,271,539	53.1	578,362	3.0	10,849,901	56.1	2,678,134	3,736,381	6,414,515	33.1	1,890,822	9.8	177,617	1.0	8,482,954	43.9
1936	19,831,848	10,201,551	51.4	635,037	3.2	10,836,588	54.6	2,525,571	4,555,534	7,081,405	35.7	1,775,974	9.0	137,881	0.7	8,995,260	45.4
1937	19,832,822	9,907,275	49.9	809,030	4.1	10,716,305	54.0	2,346,243	4,840,082	7,186,325	36.3	1,865,835	9.4	64,357	0.3	9,116,517	46.0
1938	19,509,223	10,459,976	53.6	449,221	2.3	10,909,197	55.9	2,697,321	3,848,519	6,545,840	33.5	1,708,226	8.8	345,960	1.8	8,600,026	44.1
1939	22,283,459	11,888,788	53.4	609,700	2.7	12,498,488	56.1	3,672,305	4,803,791	8,476,096	38.0	892,041	4.0	416,834	1.9	9,784,971	43.9
1940	17,646,373	11,872,800	67.3	498,290	2.8	12,371,090	70.1	1,986,429	2,506,640	4,493,069	25.4	13,500	0.1	768,714	4.4	5,275,283	29.9
1941	13,488,761	11,273,196	83.6	433,681	3.2	11,706,877	86.8	10,860	1,768,499	1,779,359	13.2	—	—	2,525	—	1,781,884	13.2
1942	12,659,491	11,291,243	89.2	467,479	3.7	11,758,722	92.9	—	900,769	900,769	7.1	—	—	—	—	900,769	7.1
1943	11,795,784	11,114,301	94.2	446,995	3.8	11,561,296	98.0	—	234,488	234,488	2.0	—	—	—	—	234,488	2.0
1944	11,834,423	11,258,016	95.1	394,808	3.4	11,652,824	98.5	—	181,599	181,599	1.5	—	—	—	—	181,599	1.5
1945	11,776,227	10,759,499	91.4	386,169	3.3	11,145,668	94.7	475,634	154,925	630,559	5.3	—	—	—	—	630,559	5.3
1946	14,220,200	12,851,915	90.4	450,873	3.2	13,302,788	93.6	800,757	116,655	917,412	6.4	—	—	—	—	917,412	6.4
1947	16,383,454	11,750,131	71.7	593,443	3.6	12,343,574	75.3	1,606,804	2,046,913	3,653,717	22.3	—	—	386,163	2.4	4,039,880	24.7
1948	17,226,619	11,861,539	68.9	660,188	3.8	12,521,727	72.7	2,350,016	2,284,532	4,634,548	26.9	—	—	70,344	0.4	4,704,892	27.3
1949	19,252,605	12,726,178	66.1	691,461	3.6	13,417,639	69.7	2,456,449	2,469,274	4,925,723	25.6	—	—	909,243	4.7	5,834,966	30.3
1950	18,232,493	11,808,727	64.8	441,077	2.4	12,249,804	67.2	3,326,742	1,997,536	5,324,278	29.2	—	—	658,411	3.6	5,982,689	32.8
1951	19,081,014	12,071,735	63.2	470,548	2.5	12,542,283	65.7	3,036,681	2,406,187	5,442,868	28.5	—	—	1,095,863	5.8	6,538,731	34.3

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(1) The table has been prepared from the figures used by B.M.C. and Swedish Match for the purpose of settlements under the Trading Agreements; it covers sales in the home market as defined in the Trading Agreement (British Isles)—see Chapter 4. Figures relating to competitive matches were obtained by B.M.C. by reference to the published returns of the Commissioners of H.M. Customs and Excise in the case of United Kingdom and from information supplied by the Accountant General of Revenue, Dublin, in the case of the Irish Republic; figures from these sources represent quantities of matches on which duty has been paid.

(2) Swedish and Norwegian.

(3) Before 1st June, 1937 Russian matches were competitive; thereafter until 1940 they were imported by B.M.C. Imports ceased during the war. Russian matches imported since 1947 are included in the table with other competitive imports: import licences have been issued for the following quantities: 1947—15,500 gross; 1950—500,000; gross 1951—200,000 gross.

APPENDIX 6

(Referred to in paragraphs 51 and 131)

Summary of amounts payable under the various clauses (except 7 (V)) of the Trading Agreement (British Isles) for the calendar years 1937 to 1951

Particulars	1937	1938	1939	1940	1941	1942	1943	1944	1945	1946	1947	1948	1949	1950	1951
PAYABLE BY B.M.C.															
<i>Clause 3 II</i>															
B.M.C. exceeds quota of 55 per cent. (excluding sales realising less than 2s. gross) (1)															
Excess quantity—gross ...	505,795	1,106,567	688,102	2,688,301	4,094,291	4,585,636	4,872,467	4,966,228	4,494,967	5,278,785	3,278,015	2,788,691	3,017,632	2,385,574	2,438,703
Compensation at 1s. per gross—£ ...	25,290	55,328	34,405	134,415	204,715	229,282	243,623	248,311	224,748	263,939	163,901	139,435	150,881	119,279	121,935
<i>Clause 4 II (A)</i>															
British competition exceeds one-half of total competition															
Excess quantity—gross ...	372,336	51,630	96,433	—	215,578	233,740	223,497	197,404	193,084	225,436	103,640	294,922	—	—	—
Compensation at 6d. per gross—£ ...	9,308	1,291	2,411	—	5,389	5,843	5,587	4,935	4,827	5,636	2,591	7,373	—	—	—
<i>Clause 4 II (B)</i>															
Imported competition exceeds one-half of total competition															
Excess quantity—gross ...	—	—	—	135,212	—	—	—	—	—	—	—	—	108,891	108,667	312,657
Deduct compensation at 6d. per gross—£ ...	—	—	—	3,380	—	—	—	—	—	—	—	—	2,722	2,717	7,816
Net payment by B.M.C. under Clauses 3 and 4—£	34,598	56,619	36,816	131,035	210,104	235,125	249,210	253,246	229,575	269,575	166,492	146,808	148,159	116,562	114,119
subject to:—															
<i>Clause 5</i>															
Overriding maximum of £37,500 (where appropriate)—£ ...	—	37,500	—	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500
<i>Clause 6</i>															
B.M.C. British sales exceed (i) quota and (ii) 3-year average															
Excess quantity over higher of (i) or (ii)—gross ...	—	—	688,102	926,765	—	—	—	31,769	—	1,807,976	126,988	74,357	571,650	—	—
Compensation at 1s. per gross—£ ...	—	—	34,405	46,338	—	—	—	1,588	—	90,399	6,349	3,718	28,582	—	—
<i>Clause 8 IV</i>															
Settlement re. Russian matches															
Payable by B.M.C.—£	—	4,323	17,335	17,359	15,356	—	—	—	—	—	—	—	—	—	—
TOTAL PAYABLE BY B.M.C.—£	34,598	41,823	88,556	101,197	52,856	37,500	37,500	39,088	37,500	127,899	43,849	41,218	66,082	37,500	37,500

PAYABLE BY SWEDISH MATCH (2)															
Clause 7 VI															
Proceeds of imported matches exceed 26·435d. per gross															
Quantity sold—gross ...	—	—	—	4,707,458	1,782,809	901,219	234,488	181,599	630,599	917,412	3,653,717	4,634,548	4,926,173	5,325,898	5,444,461
Excess per gross—pence	—	—	—	10·645	12·759	11·416	9·565	9·565	16·575	19·265	21·460	21·825	28·170	26·020	28·232
Payment at one-fifth of excess—£ ...	—	—	—	41,759	18,957	8,573	1,869	1,447	8,710	14,728	65,341	84,291	115,642	115,483	128,104
subject to:—															
Correspondence															
Limitation in 1948 to 0·6d., in 1949 to 0·9d. and in 1950 to 1·2d. per gross—£ ...	—	—	—	—	—	—	—	—	—	—	—	11,586	18,473	26,630	27,222
TOTAL PAYABLE BY SWEDISH MATCH—£ ...	—	—	—	41,759	18,957	8,573	1,869	1,447	8,710	14,728	65,341	11,586	18,473	26,630	27,222
NET SETTLEMENT — B.M.C. to SWEDISH MATCH—£ ...	34,598	41,823	88,556	59,438	33,899	28,927	35,631	37,641	28,790	113,171	[21,492]	29,632	47,609	10,870	10,278

plus £19,587 (3)

(1) The only sales not realising 2s. per gross (Clause 3 II) were 210 gross sold in 1938.

(2) No compensation was payable in any year under Clause 3 III—Swedish Match exceeds quota of 45 per cent.

(3) The additional payment of £19,587 for the years 1942–44 was outside the terms of the agreement, and it was made on the initiative of B.M.C. because Swedish Match had supplied matches to the home market from India and Portugal at prices which B.M.C. states were well below the ruling export prices in the two countries—see paragraph 56.

APPENDIX 7

(Referred to in paragraph 145)

Copies of a Letter dated 24th February, 1934 from the President of Diamond to the Chairman of Brymay and of the Reply thereto

SIR GEORGE PATON,⁽¹⁾
FAIRFIELD WORKS,
BOW, LONDON, E.3.

24th February, 1934.

Dear Sir George,

I have arranged to have friends employ Mr. . . . on some experimental work that has nothing whatever to do with the British Match Industry and will not affect to the slightest degree any of the operations abroad in which you are interested. My friends have had to reach a definite understanding and make a confidential agreement with [Mr. . . .], which under no condition must be given publicity either here or in Britain. They have obligated themselves to pay him \$600.00 per month. It is understood that [Mr. . . .] may be called from the United States to work for . . . Ltd. [an English company], and if he is called to go to England to do work for these people with whom he has a prior contract, he will not be paid by my friends. It has also been agreed, however, that he will tactfully and earnestly work to discourage . . . Ltd., that he will do nothing to get out of his contract with [. . . Ltd.] which would encourage them to hire some other expert or have machines made for them elsewhere. If he succeeds in discouraging [. . . Ltd.] and in getting out of his obligation to these people, then he will work exclusively for my friends for a period of three years and during this period of time will not do any outside work for any other interest whatsoever. [Mr. . . .] has told my friends that he personally is tired of the English company, who have been continually deceiving him, putting him off, and have been unable to date to get responsible people on your side to go forward with matters as promised and outlined. [Mr. . . .] thinks that in the near future that he will be able to drop all connections with [. . . Ltd.] and that [. . . Ltd.] will cease to exist as a living match producing possibility.

In confidence, permit me to say that of this \$600.00 my Company will contribute one-third of this monthly amount just so long as [Mr. . . .] does no work whatsoever for [. . . Ltd.] or any company interested in match making in Britain or Canada. Do you care to make any contribution in this matter? I shall be leaving here about March 7th on an extended business trip, but I will appreciate an expression of your views addressed in confidence to Mr. Holman⁽²⁾ whom I will post on this matter in confidence.

Very cordially yours,

(Signed) W. A. FAIRBURN

(1) Sir George Paton was also Chairman and Managing Director of B.M.C. until his death in March 1934.

(2) Then Secretary of Diamond.

CONFIDENTIAL

27th April, 1934.

My dear Holman,

A letter which Mr. Fairburn wrote to Sir George Paton on the 24th February on the subject of Mr. . . . did reach Sir George's hands, but I think it was not answered. It was handed back to us with other papers by Lady Paton just after Sir George's death.

We are glad to note the arrangement which has been made, and which seems to us as satisfactory as possible, in the circumstances.

In reply to the last paragraph of the letter, I would like to say that we should be willing to make a contribution in this matter. I am a little uncertain what would be our fair proportion, but I would suggest one-third of the \$600. referred to as a monthly amount, if this seems to you to be a fair share for us to take.

With kind regards,

Yours very sincerely,

(Signed) C. E. BARTHOLOMEW

J. F. HOLMAN, ESQ.,
THE DIAMOND MATCH COMPANY,
30, CHURCH STREET,
NEW YORK.

APPENDIX 8

(Referred to in paragraphs 157 and 158)

Note on the Method of Calculating Capital Employed and Representations thereon made by B.M.C.

In Chapter 10 reference is made to the profits on trading in relation to capital employed. For this purpose capital has been computed by taking the average of the employed capital at the commencing and ending dates, and employed capital has been regarded as being fixed and current assets used in the business, less current liabilities and provisions. The value of these assets has been taken at the figures shown by balance sheets, except for:—

- (a) plant and machinery, where the amount included represents the assets at cost less depreciation at the standard rates allowed by the Inland Revenue for income tax wear and tear purposes; and
- (b) land and buildings, where the amount included is equal to twenty-five times the nett annual value for Schedule A income tax purposes (because in nearly all cases it was higher than balance sheet values).

Two alternative methods of calculating capital employed have been submitted to us on behalf of B.M.C. In both cases they vary from our method only in respect of the values to be included in capital for fixed assets, and they are as follows:—

Alternative 1

Buildings and plant and machinery should be included in capital at figures which represent the cost of replacing the existing buildings and plant in a new condition at present prices. This method would give full effect to the increase in cost of replacement due to the change in the value of money and it assumes that at all times the capital employed in the business should include the cost of fixed assets in a new condition without regard to amounts written off and deducted from profits as depreciation. It has been submitted to us that the cost of replacing the existing fixed assets on this basis can be measured by reference to current insurance values, of which we have received particulars for 1949 and 1950.

Alternative 2

Buildings and plant and machinery should be included in capital at figures which represent original cost. This method varies from Alternative 1 only in that it has regard to original (historical) costs and not current replacement values. It has been agreed that it is not possible to calculate the original cost of most of the existing fixed assets, but it has been submitted that the written down value of fixed assets may, at all times, be assumed to be on average equal to one-half of original cost. This alternative calculation has, therefore, been put to us on the basis of notional figures which represent twice the amount calculated by us as the appropriate values of fixed assets.

APPENDIX 9

(Referred to in paragraph 172)

Income of the British Match Corporation Ltd. for each Financial Period from 15th August, 1927 (Date of Incorporation) to 31st March, 1952 ⁽¹⁾

Financial Period ⁽²⁾	Income ⁽³⁾ £
8½ months to 30th April, 1928	384,717
12 " " " " 1929	521,085
12 " " " " 1930	618,755
12 " " " " 1931	587,345
12 " " " " 1932	571,245
12 " " " " 1933	551,345
12 " " " " 1934	555,557
12 " " " " 1935	566,040
12 " " " " 1936	588,634
12 " " " " 1937	610,987
12 " " " " 1938	603,425
12 " " " " 1939	598,288
12 " " " " 1940	689,819
12 " " " " 1941	705,302
12 " " " " 1942	659,811
12 " " " " 1943	649,786
12 " " " " 1944	672,334
12 " " " " 1945	669,405
12 " " " " 1946	662,904
12 " " " " 1947	659,734
12 " " " " 1948	579,000
11 " " 31st March, 1949 ⁽⁴⁾	602,257
12 " " " " 1950	594,990
12 " " " " 1951	603,743
12 " " " " 1952	616,571

(1) The figures of income consist of dividends received from subsidiary and associated companies and of interest from investments, less administration expenses, but before deducting British income tax thereon. Excess profits tax and profits tax paid by subsidiary and associated companies are not, however, included in the figures above. The income does not include the undistributed profits of subsidiary and associated companies. The revenue reserves of subsidiaries at 31st March, 1952 (or in the case of overseas subsidiaries at 31st December, 1951) amounted to £4,129,837.

(2) In 1927 the issued capital consisted of £525,000 5½ per cent. Preference stock and £6,000,000 Ordinary stock. By 1930 the Ordinary stock had been increased to £6,187,500 and has remained unchanged since that date.

(3) In addition to the income shown above bonus dividends were received from Brymay in certain years as follows:—

1928	...	...	...	...	£100,000	free of tax
1933	...	...	...	...	£150,000	"
1935	...	...	...	...	£250,000	"
1937	...	...	...	...	£250,000	"
1940	...	...	...	...	£200,000	"

Apart from £81,000 used to write off preliminary expenses in 1928, these amounts were placed to general (revenue) reserve.

(4) The accounts to 31st March, 1949 were for a period of eleven months, but the income included a full year's dividends from subsidiary companies.

APPENDIX 10

(Referred to in paragraph 189)

List of matters in respect of which B.M.C. is prepared to discontinue or modify its present arrangements, if recommended to do so by the Monopolies and Restrictive Practices Commission and subject in the case of Items 1-7 to discussion with Swedish Match

I. *Suggested Modifications to the Trading Agreement (British Isles)*(¹)

(1) The deletion of Clause 4, sub-clause (i), under which each party undertakes to "use its best endeavours to reduce and prevent the sale in the British Isles of Competitive Matches", and sub-clause (ii), which provides for the payment of compensation, by B.M.C. on sales in the home market of competitive home produced matches, and by Swedish Match on sales of competitive imported matches. (Paragraphs 49 (i) and 57 of the report refer.)

(2) The release of Swedish Match from its undertaking under Clause 9 not to manufacture match-making machinery in the British Isles. (Paragraph 49 (i) refers.)

II. *Suggested Modifications to the Trading Agreement (Overseas)*(²)

(3) The deletion of the provision under Clause 3, sub-clause (vii), that "Swedish Match shall use its best endeavours to prevent the importation into Australia of any matches other than B.M.C. matches and S.T.A.B. [Swedish Match] matches". (Paragraph 66 refers.)

(4) The deletion of Clause 4, sub-clause (ii), by which each party undertakes to "use its best endeavours to reduce and prevent the sale in New Zealand of any matches other than B.M.C. matches and S.T.A.B. [Swedish Match] matches". (Paragraph 67 refers.)

(5) Rescinding the restriction under Schedule 2, Clause 10, and Schedule 3, Clause 14, that the two Australian companies, the Melbourne company and Federal, should not buy matches from anyone other than B.M.C. or Swedish Match. (Paragraph 66 refers.)

(6) Waiving the right conferred on B.M.C. under Clause 5, sub-clause (i), to influence the prices charged by Swedish Match in all parts of the Overseas Territories where B.M.C. matches were sold in substantial quantities in the year 1927. (Paragraph 69 refers.)

(7) The addition of a provision to the clauses excluding the parties from each other's markets, to the effect that "if either party wished to enter any of the other's markets, it should give notice asking leave to do so; such leave not to be unreasonably withheld".

III. *B.M.C.'s Pooling Arrangements*

(8) B.M.C. suggests discontinuing (a) the internal pools (paragraphs 44 and 45 refer) and (b) the British Match Makers' Association pool (paragraph 18 refers), subject in the case of the internal pools to alternative arrangements "for sharing the burdens and benefits of the Trading Agreement", and to the necessity for "more careful charging for services between companies especially those rendered by Bryant & May", and in the case of the British Match Makers' Association pool to satisfactory arrangements with Maguire (N.I.) and Maguire (Dublin), whom B.M.C. has not consulted on the point.

(¹) For text, see Appendix 4A.

(²) For text, see Appendix 4B.

APPENDIX 11

STATISTICAL TABLES

TABLE 1

RELEASES FROM BOND OF IMPORTED AND HOME PRODUCED MATCHES IN THE UNITED KINGDOM, IN THE YEARS ENDED 31st MARCH, 1917 to 1952⁽¹⁾

Year ended 31st March	Imported		Home Produced		Total
	Gross Containers (²)	Per cent.	Gross Containers (²)	Per cent.	Gross Containers (²)
1917 ⁽³⁾ ⁽⁴⁾ ...	2,945,225	35	5,511,308	65	8,456,533
1918 ⁽⁴⁾ ...	104,239	1	10,280,216	99	10,384,455
1919 ⁽⁴⁾ ...	1,421,747	12	9,987,530	88	11,409,277
1920 ...	5,823,149	31	12,975,580	69	18,798,729
1921 ...	4,792,558	28	12,062,664	72	16,855,222
1922 ...	5,913,692	33	11,848,808	67	17,762,500
1923 ...	6,519,640	39	10,049,668	61	16,569,308
1924 ...	7,181,949	42	9,953,258	58	17,135,207
1925 ...	8,236,458	46	9,830,745	54	18,067,203
1926 ...	9,200,974	50	9,106,598	50	18,307,572
1927 ...	11,436,782	58	8,119,483	42	19,556,265
1928 ...	10,357,337	55	8,434,212	45	18,791,549
1929 ...	9,562,826	51	9,012,194	49	18,575,020
1930 ...	9,764,584	50	9,611,788	50	19,376,372
1931 ...	9,573,760	50	9,712,584	50	19,286,344
1932 ...	9,034,366	47	10,144,998	53	19,179,364
1933 ...	7,709,668	44	10,001,923	56	17,711,591
1934 ...	8,005,328	44	10,019,555	56	18,024,883
1935 ...	8,198,639	45	10,099,015	55	18,297,654
1936 ...	8,520,911	46	10,097,273	54	18,618,184
1937 ...	9,049,844	48	10,000,316	52	19,050,160
1938 ...	8,960,958	47	10,166,622	53	19,127,580
1939 ...	8,910,868	47	10,245,360	53	19,156,228
1940 ...	9,789,526	45	12,096,931	55	21,886,457
1941 ...	3,493,082	23	11,722,134	77	15,215,216
1942 ...	1,479,863	11	11,395,346	89	12,875,209
1943 ...	835,738	7	11,058,111	93	11,893,849
1944 ...	294,743	2	12,032,495	98	12,327,238
1945 ...	342,943	3	11,634,843	97	11,977,786
1946 ...	825,620	7	11,081,310	93	11,906,930
1947 ...	1,456,174	10	12,430,369	90	13,886,543
1948 ...	4,067,710	26	11,798,732	74	15,866,442
1949 ...	4,185,505	25	12,550,625	75	16,736,130
1950 ...	7,187,828	39	11,243,922	61	18,431,750
1951 ...	6,861,334	37	11,771,067	63	18,632,401
1952 ...	5,761,539	33	11,563,129	67	17,324,668

(¹) Figures for the years 1917-1951 are based on the Reports of the Commissioners of H.M. Customs and Excise; figures for 1952 have been supplied by H.M. Customs and Excise.

(²) One gross container = 144 boxes of contents 50 matches = 7,200 matches. Figures for matches sold in containers of other sizes have been converted to the basis of boxes of fifty: smaller containers have been treated as having maximum permitted contents for amount of duty payable, i.e. 10, 20 or 30 matches; larger containers have been treated as of average contents 100.

(³) From 5th April, 1916 when duty on matches was first imposed, to 31st March, 1917.

(⁴) Imports of matches were prohibited from the middle of 1916 until 1919.

TABLE 2
EXPORT OF MATCHES FROM THE UNITED KINGDOM IN THE CALENDAR
YEARS 1909 to 1951 (1)

Calendar Year	To British Commonwealth	To other countries	Total (2)
	Gross Containers (3)	Gross Containers (3)	Gross Containers (3)
1909	603,982	29,491	633,473
1910	541,769	23,738	565,507
1911	1,111,756	20,661	1,132,417
1912	1,356,362	44,509	1,400,871
1913	1,636,598	33,952	1,670,550
1914	} War Years Normal Export Trade Suspended		
1915			
1916			
1917			
1918			
1919	221,926	25,120	247,046
1920	462,842	285,970	748,812
1921	386,904	26,197	413,101
1922	303,730	87,155	390,885
1923	434,474	34,216	468,690
1924	396,287	22,816	419,103
1925	367,116	26,300	393,416
1926	455,639	22,599	478,238
1927	340,141	16,044	356,185
1928	398,794	16,903	415,697
1929	506,792	15,944	522,736
1930	455,626	6,613	462,239
1931	351,703	4,599	356,302
1932	340,973	5,025	345,998
1933	388,270	6,762	395,032
1934	297,915	3,228	301,143
1935	338,251	4,101	342,352
1936	370,703	5,031	375,734
1937	400,864	5,436	406,300
1938	344,765	6,367	351,132
1939	} War Years Normal Export Trade Suspended		
1940			
1941			
1942			
1943			
1944			
1945			
1946	133,182	186,366	391,548
1947	97,582	1,754	99,336
1948	51,093	83,132	134,225
1949	298,793	73,840	372,633
1950	429,023	97,303	526,326
1951	318,888	126,946	445,834

(1) Figures for the years 1909-1949 are based on those published in the Annual Statement of Trade of the United Kingdom compiled by the Statistical Office, H.M. Customs and Excise, by whom the figures for 1950 and 1951 have also been supplied.

(2) The main market for British matches before 1914 was Australia. The largest market between the wars and from 1949 has been New Zealand. Exports since the 1939-1945 war have included sales to N.A.A.F.I. for British Forces overseas.

(3) One gross container = 144 boxes of average contents 50 matches = 7,200 matches. Up to 1926 export figures were recorded in 10,000 matches; from 1927 to 1946 in gross containers contents more than 20 matches, and for 1947 to 1949 in gross containers contents more than 30 matches; from 1950 figures are in gross containers contents not specified. For the purposes of this table all have been converted on the basis of gross containers contents 50.

TABLE 3
RATES OF CUSTOMS AND EXCISE DUTIES ON MATCHES
AND REVENUE RAISED IN THE YEARS ENDED 31st MARCH,
1917 to 1952 (1)

Year ended 31st March: (Dates when rates of duty became effective shown in brackets)	Rates of Duty (2)				Revenue		
	Customs (Imported)		Excise (Home Produced)		Customs	Excise	Total
	s.	d.	s.	d.	£	£	£
1917 (5.4.1916)	2	6.24	2	4.80	371,359	653,303	1,024,662
1918					13,134	1,213,562	1,226,696
1919 (23.4.1918)	3	8.64	3	7.20	264,433	1,681,636	1,946,069
1920					1,083,572	2,308,446	3,392,018
1921					891,415	2,154,664	3,046,079
1922					1,099,962	2,122,225	3,222,187
1923					1,212,514	1,800,249	3,012,763
1924					1,335,767	1,785,649	3,121,416
1925					1,531,908	1,763,217	3,295,125
1926					1,711,182	1,633,790	3,344,972
1927					2,122,947	1,455,895	3,578,842
1928 (12.4.1927)	4	4	4	2	2,209,262	1,744,489	3,953,751
1929					2,064,600	1,880,623	3,945,223
1930					2,108,280	2,006,166	4,114,446
1931					2,067,713	2,026,221	4,093,934
1932					1,951,531	2,115,960	4,067,491
1933					1,664,225	2,085,010	3,749,235
1934 (26.4.1933)	4	9	4	2	1,882,424	2,089,705	3,972,129
1935					1,940,192	2,106,506	4,046,698
1936					2,019,308	2,105,770	4,125,078
1937					2,143,034	2,086,031	4,229,065
1938					2,121,794	2,120,587	4,242,381
1939					2,109,943	2,139,556	4,249,499
1940					2,317,727	2,526,509	4,844,236
1941 (29.4.1940)	9	0	8	4	1,326,051	4,537,242	5,863,293
1942					658,081	4,749,924	5,408,005
1943					369,820	4,607,752	4,977,572
1944					126,006	5,012,672	5,138,678
1945					148,434	4,846,577	4,995,011
1946					365,438	4,615,574	4,981,012
1947					646,896	5,178,050	5,824,948
1948					1,819,657	4,916,573	6,736,230
1949					1,871,770	5,229,848	7,101,618
1950 (7.4.1949)	14	5	13	9	5,135,408	7,597,159	12,732,567
1951					4,925,615	8,089,790	13,015,405
1952					4,133,636	7,949,280	12,082,916

(1) Figures for the years 1917-1951 are based on the Reports of the Commissioners of H.M. Customs and Excise: figures for 1952 have been supplied by H.M. Customs and Excise.

(2) The rates shown are those payable on one gross of boxes containing 50 matches each. The actual basis of assessment has been as follows:—

1917-18 ... Customs 3s. 6d., Excise 3s. 4d. per standard gross of 10,000 matches.

1918-28 ... Customs 5s. 2d., Excise 5s. 0d. per standard gross of 10,000 matches.

12.4.27 to 28.4.40 Rates shown in table charged per gross of boxes containing 21 to 50 matches each, with corresponding rates on boxes containing less than 21 or more than 50 matches.

29.4.40 to 6.4.49 Rates shown in table charged per gross of boxes containing 31 to 50 matches each, with corresponding rates on boxes containing more than 50 matches.

7.4.49 to 31.7.51 Rates shown in table charged per gross of boxes containing 31 to 50 matches each, with corresponding rates on boxes containing more than 50 matches.

1.8.51 and onwards Rates shown in table for period 7.4.49 onwards charged for every 7,200 matches in boxes containing more than 30 matches each.

TABLE 4
RATES OF CUSTOMS AND EXCISE DUTIES ON MECHANICAL LIGHTERS, QUANTITIES ON WHICH DUTIES HAVE BEEN PAID, AND REVENUE RAISED, IN THE YEARS ENDED 31st MARCH, 1917 TO 1952 (1)

Year ended 31st March (Date when rate of duty became effective shown in brackets)	Rates of duty per lighter		Numbers of mechanical lighters on which Customs and Excise duties have been paid				Revenue		
	Customs (Imported)	Excise (Home Produced)	Imported		Home Produced	Total Number	Customs (Imported)	Excise (Home Produced)	Total Revenue
			Complete	Parts	Complete				
1917 (2)(20.7.1916) ...	{ s. d. } ⁽³⁾ 1 0 6	{ s. d. } ⁽³⁾ 1 0 6	88,193	—	58,152	146,345	£ 2,761	£ 1,629	£ 4,390
1918 ...			301,512	—	165,495	467,007	11,291	4,415	15,706
1919 ...			1,786,169	—	667,720	2,453,889	56,729	24,603	81,332
1920 ...			18,784 (4)	—	82,039	100,823	2,258	3,295	5,553
1921 ...			97,318	—	27,334	124,652	3,608	990	4,598
1922 (5) ...			46,519	—	2,291	48,810	1,394	100	1,494
1929 (28.4.1928) ...	6	6	507,616	888	101,550	610,054	12,689	2,539	15,228
1930 ...			2,047,676	4,126	174,147	2,225,949	51,192	4,354	55,546
1931 ...			2,111,785	12,177	241,390	2,365,352	53,106	6,035	59,141
1932 ...			2,385,781	12,452	461,344	2,859,577	60,217	11,534	71,751
1933 ...			1,668,392	9,560	884,846	2,562,798	42,033	22,121	64,154
1934 (26.4.1933) ...	1 6	1 0	501,638	2,860	571,858	1,076,356	27,888	25,013	52,901
1935 ...			369,080	1,865	817,558	1,188,503	27,797	40,818	68,615
1936 ...			462,932	694	982,808	1,446,454	34,586	49,120	83,706
1937 ...			791,190	2,160	970,316	1,763,666	59,355	48,487	107,842
1938 ...			1,091,468	2,492	1,054,154	2,148,114	81,831	52,698	134,529
1939 ...			872,813	5,283	1,038,892	1,916,988	65,676	51,944	117,620
1940 ...			824,524	3,404	1,199,784	2,027,712	61,906	59,987	121,893
1941 (29.4.1940) ...	3 6	2 6	128,270	20,096	845,168	993,534	15,776	82,303	98,079
1942 ...			83,799	16,293	454,458	554,550	17,408	56,757	74,165
1943 ...			16,136	42,350	3,712,972	3,771,458	9,550	464,067	473,617
1944 ...			7,730	617	6,274,232	6,282,579	309	784,276	784,585
1945 ...			12,064	78,449	5,686,643	5,777,156	14,792	710,830	725,622
1946 ...			14,001	51,424	4,892,863	4,958,288	10,659	611,606	622,265
1947 ...			19,236	6,442	5,182,200	5,207,878	3,552	647,772	651,324
1948 ...			16,349	4,908	4,095,595	4,116,852	2,895	511,947	514,842
1949 ...			8,750	1,905	3,149,689	3,160,344	1,214	393,711	394,925
1950 (7.4.1949) ...	{ s. d. } ⁽⁶⁾ 5 0 0	{ s. d. } ⁽⁶⁾ 4 0 6 0	28,387	387 (7)	2,526,610	2,555,384	9,128	562,494	571,622
1951 ...			72,472	1,757 (7)	2,221,501	2,295,730	25,031	592,675	617,706
1952 ...			181,240	664	2,125,981 (8)	2,307,885	61,749	585,086	646,835

(1) Figures for the years 1917-1951 are based on the Reports of the Commissioners of H. M. Customs and Excise: figures for 1952 have been supplied by H. M. Customs and Excise.
 (2) From 20th July, 1916, when duty on mechanical lighters was first imposed, to 31st March, 1917.
 (3) The higher duty rate refers to mechanical lighters requiring the use of spirit and the lower rate to other types; supplies of imported and home produced lighters combined in the years 1917 to 1922 were divided as follows:—

	1917	1918	1919	1920	1921	1922
Lighters requiring spirit ...	29,248	161,230	799,375	58,221	59,049	10,974
Other types ...	117,097	305,777	1,654,514	42,602	65,603	37,836

(4) After deducting 45,677 exported duty-paid.
 (5) Customs and Excise duties on mechanical lighters were repealed on 4th August, 1921 and reimposed on 28th April, 1928.
 (6) The lower duty rate refers to gas lighters and the higher rate to other mechanical lighters; supplies of imported and home produced lighters combined (including parts) in the years 1950 and 1951 were divided as follows:—

	1950	1951
Gas lighters ...	403,340	359,595
Other types ...	1,265,295	1,719,977

In addition, in 1950 and 1951 lighters of unspecified type totalling 886,749 and 216,158 respectively were charged at the rates of duty ruling before 7th April, 1949.

(7) All imported mechanical lighter parts were subject to duty at the higher rate.
 (8) Includes 106,004 lighters on which duty was paid at rates in force before 7th April, 1949.

TABLE 5

EXPORTS OF MATCHES FROM THE PRINCIPAL EXPORTING COUNTRIES OF WESTERN EUROPE, IN EACH OF THE CALENDAR YEARS 1938 AND 1950 (1)

(Quantities in metric tons)

DESTINATION OF EXPORTS	EXPORTING COUNTRIES													
	AUSTRIA		BELGIUM		FINLAND		ITALY		NETHERLANDS		NORWAY		SWEDEN	
	1938	1950	1938	1950	1938	1950	1938	1950	1938	1950	1938	1950	1938	1950
Australia ...					56	...							32	...
Belgian Congo ...		2	137	720					39					
Belgium ...							—	121	...	140				
Bolivia ...			...	255					...					
Br. Malaya (incl. Singapore) ...							—	...					706	1,343
Br. Overseas Territories (2) ...														
Br. East Africa (3) ...	...	7			...	13							242	406
Br. West Africa (4) ...	...	1			10	109							...	2,065
Br. West Indies (incl. Br. Honduras) ...													3	95
Cyprus ...						20							65	98
Malta and Gibraltar ...						15	23	...					164	89
Sudan ...	...	50											150	22
Canada ...													189	70
China ...						39							...	—
Denmark ...								2	...				340	9
Egypt ...	96	262						10	...				...	23
Ethiopia ...						425	—	133					181	97
France ...		97											...	...
French West Africa (5) ...		818				587	10	...					343	1,365 (6)
Greece ...													1,365	1,133
Guatemala ...			68	...									174	—
Haiti ...													...	...
India ...	{ ...	...			{ ...	116	{ ...	397	{ ...	18			{ 43	...
Pakistan ...	{ ...	1,743			{ ...		{ ...		{ ...				{ 387	300
Iraq ...								4	...				31	232
Israel (Palestine) ...													...	...
Italy ...		111											...	...
Morocco ...		1						168					...	...
Netherlands ...		85	...	541	...	26	—	104					1,763	1,138
Indonesia (Netherlands E. Indies) ...													1,512	2,694
Netherlands West Indies ...						16							...	121
New Zealand ...			57	...	154	66		1	...				...	...
Panama ...					76	...							122	337
Peru ...	—	1,188											549	—
Philippines ...													127	96
Portugal ...		205											...	...
Salvador ...													20	150
Saudi Arabia ...		12				240							43	411
Switzerland ...													17	69
Trieste ...		55						2	...				...	...
Tunisia ...													376	227
United Kingdom ...	138	97	4,144	2,323	1,177	299	46	470	12	142	1,010	(?)	4,177	4,236
U.S.A. ...				934	253	416	15	88					1,127	70
Venezuela ...							64	547					744	—
Other Countries ...	7	66	311	1,686	167	94	221	184	2	16	3	...	1,621	1,365
TOTAL ...	241	4,800	4,717	6,459	1,893	2,481	566	2,044	14	355	1,013	950	16,613	18,261

(1) Based on published statistics of the exporting countries concerned. The table does not cover exports from the United Kingdom, see Appendix 11, Table 2; Western Germany, which is not at present exporting; or Portugal, which exports small quantities, chiefly to Portuguese possessions overseas.

(2) Corresponding generally to the "Overseas Territories" (other than Australia and New Zealand), as defined in the B.M.C./Swedish Match Trading Agreements.

(3) Kenya, Uganda, Tanganyika and Zanzibar.

(4) Nigeria, Sierra Leone, Gambia and Gold Coast.

(5) French Guinea, Togoland, Dahomey, Ivory Coast, Camerouns, Senegal, Guadeloupe and Equatorial Africa.

(6) Includes French East Africa.

(7) Published details of destination not available; it is, however, known that the greater part of Norwegian exports of matches in 1950 was to the United Kingdom.

— = nil

... = not separately specified.

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