

INTOXICATING LIQUORS: Change of corporate name does not require new license.

April 18, 1935.



Department of Liquor Control,  
State of Missouri,  
Jefferson City, Missouri.

Gentlemen:

This department is in receipt of your letter of April 17 requesting an opinion as to the following state of facts:

"We are enclosing copy of letter written to the Williams-Jennings Co., Inc., 212 W. Phelps St., Springfield, Mo., attached to the original letter written by the Williams-Jennings Beverage Co.

As stated in the copy, it is our opinion that the Jennings Beverage Co., Inc., must obtain a new wholesale liquor permit, due to the fact that the Williams-Jennings Beverage Company is no longer in business.

Mr. Sam Ware, attorney for the Jennings Beverage Co., states that Mr. Jennings bought 1,000 shares of stock from Mr. Williams, and he now has full control of the business, with two other stockholders in the corporation. The records of the Corporation Department show that there has been a change in the corporate name.

We are enclosing the copy of previous opinions which was submitted by Mr. Ware. In brief, he argues that a change in the corporate name does not necessitate a new permit. We argue that a new corporation must have a new permit. We base our contention on Section 16 of the Liquor Control Act."

Section 16 of the Liquor Control Act of Missouri (Laws of Mo. 1933-34, Extra Session, page 77) provides:

"No license issued under this act shall be transferable or assignable."

The records in the Corporation Dep't. of the Office of Secretary of State of Missouri show that the Williams-Jennings Beverage Company, the original corporation, and the corporation in whose name the wholesale liquor permit was issued by the Supervisor of Liquor Control is still in existence and in good standing. However, the name of the corporation has been changed to the "Jennings Beverage Co., Inc."

With regard to the question of whether a change of corporate name creates a new corporation, we respectfully refer your attention to the case of Rawleigh Co. v. Grigg, 191 S.W. 1019, wherein the Court said (l.c. 1020-1021):

"The contract of guaranty, as with any other obligation, was made to and for the benefit of the corporation and not the mere name, and whether such corporation retained its then name or took a new one would make no difference. 3 Thompson on Corporations, Sec. 3191, says:

'The fact that a corporation changes its name does not affect its identity, neither does it release it from the obligation to pay its debts, nor prevent it from recovering on contracts or promises made to it in its former name. Generally a change of name has no effect whatever upon either the existence or identity of a corporation, or any right flowing to or from it. Where the name has been lawfully changed, unless otherwise provided, the corporation should sue in its new name. A change of the corporate name affects neither its identity nor its rights, and neither lessens nor adds to its obligations. A contract entered into with a corporation which subsequently changed its name may be sued upon in the new name of the corporation; and the complaint and summons may be amended by inserting the new name.'

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CONCLUSION

In view of the foregoing, it is the opinion of this department that the change of the corporate name from "Williams-Jennings Beverage Co." to "Jennings Beverage Co." worked no change in the entity of the corporation, which remained the same. Terminal Ice & Power Co. v. American Fire Ins. Co., 187 S.W. 564. It is therefore our further opinion that Section 16 of the Liquor Control Act, supra, is not applicable to the facts as presented in your letter and that a new wholesale liquor permit need not be obtained by the Jennings Beverage Co.

Respectfully submitted,

JOHN W. HOFFMAN, Jr.,  
Assistant Attorney General

APPROVED:

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ROY McKITTRICK,  
Attorney General.

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