

SECURITIES AND EXCHANGE COMMISSION

FORM PRE 14A

Preliminary proxy statement not related to a contested matter or merger/acquisition

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HANCOCK JOHN STRATEGIC SERIES

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Business Address
101 HUNTINGTON AVE
BOSTON MA 02199
6173751700

As filed with the Securities and Exchange Commission on July 12, 1995.

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SCHEDULE 14A
(Rule 14a-101)

INFORMATION REQUIRED IN PROXY STATEMENT

SCHEDULE 14A INFORMATION

Proxy Statement Pursuant to Section 14(a)
of the Securities Exchange Act of 1934 (Amendment No. ___)

Filed by the Registrant [X]
Filed by a Party other than the Registrant []

Check the appropriate box:

- [X] Preliminary proxy statement [] Confidential, for Use of
the Commission Only (as
permitted by Rule 14a-
6(e) (2)
- [] Definitive proxy statement
 [] Definitive additional materials
 [] Soliciting material pursuant to Rule 14a-11(c) or Rule 14a-12

JOHN HANCOCK STRATEGIC SERIES

(Name of Registrant as Specified in Its Charter)

(Name of Person(s) Filing Proxy Statement, if other than
Registrant)

Payment of filing fee (Check the appropriate box):

- [X] \$125 per Exchange Act Rules 0-11(c) (1) (ii), 14a-6(i) (1), or
14a-6(i) (2) or Item 22(a) (2) of Schedule 14A.
- [] \$500 per each party to the controversy pursuant to Exchange
Act Rule 14a-6(i) (3).
- [] Fee computed on table below per Exchange Act Rules
14a-6(i) (4) and 0-11.
- [] Check box if any part of the fee is offset as provided by
Exchange Act Rule 0-11(a) (2) and identify the filing for which the
offsetting fee was paid previously. Identify the previous filing
by registration statement number, or the form or schedule and the
date of its filing.

[Letterhead]
John Hancock Funds

August 11, 1995

Dear Fellow Shareholder:

In the nearly four years that the John Hancock Independence Diversified Core Equity Fund ("the Fund") has been in existence, we have successfully delivered competitive investment returns. Our intention now is to market the Fund to a broad universe, as is the case for our other established retail mutual funds. This will enable us to attract additional assets, which will benefit all shareholders.

To achieve this, the Trustees have determined that the Fund's minimum initial investment requirement should be lowered to \$1,000. The Trustees also approved the activation of the Fund's existing 12b-1 distribution plan and the establishment of a second class (Class B) of Fund shares. As a result of these enhancements, we are proposing certain changes. These proposals are outlined in greater detail in your proxy statement and have been carefully reviewed by your Fund's Board of Trustees, which is responsible for protecting your interests as a shareholder. Here is a brief summary:

1) Proposed Investment Management Contract. A fund's management fee pays for expenses associated with providing portfolio advisory services to the fund. The Adviser must continue to keep abreast of new types of securities, as well as monitor the ever increasing complexity of the securities market. The Trustees are recommending that you vote for an increase in the investment advisory fee currently paid by the Fund. In considering this proposal, your Trustees considered the investment management fees and expense ratios of the mutual fund industry in general, as well as those of comparable funds.

2) Proposed Subadvisory Contract. Your Trustees are also recommending that you vote for an increase in the subadvisory fee currently paid by the Adviser. This will allow the Subadvisor to continue to offer the highest levels of expertise and to retain and attract capable personnel to serve the Fund. The Fund does not pay the subadvisory fee, so this increase will have no impact on the expenses you bear as a shareholder.

Your Vote Is Important!

At a special meeting of shareholders to be held on August 31, 1995 at 9:00 a.m., you will be asked to approve the changes noted above. Your Board of Trustees recommends that you vote in favor of all proposals.

We urge you to exercise your right as a shareholder and vote by completing, signing and returning the enclosed proxy ballot form to us immediately. Your prompt response will help avoid the necessity for additional mailings at your Fund's expense. This is extremely important, no matter how many shares you own. For your convenience, we have provided a postage-paid envelope.

If you have questions, please call your Financial Advisor or a John Hancock Funds Customer Service Representative at 1-800-225-5291, Monday through Friday between 8:00 a.m. and 8:00 p.m. Eastern time. Thank you for your prompt attention to these important matters.

Sincerely,

/s/ Edward J. Boudreau, Jr.
Edward J. Boudreau, Jr.

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-----[logo] John Hancock
 Financial Services
 John Hancock Advisers, Inc.
 John Hancock Funds, Inc.*
 John Hancock Investor Services Corporation
 The Patriot Group, Inc.
 John Hancock Advisers International, Ltd.
 NM Capital Management, Inc.
 Sovereign Asset Management Corporation

*Member of National Association of Securities Dealers, Inc.

JOHN HANCOCK INDEPENDENCE DIVERSIFIED CORE EQUITY FUND
 101 Huntington Avenue
 Boston, Massachusetts 02199

NOTICE OF SPECIAL MEETING OF SHAREHOLDERS

To Be Held August 31, 1995

A Special Meeting of Shareholders of John Hancock Independence Diversified Core Equity Fund (the "Fund"), a series of John Hancock Strategic Series (the "Trust") (telephone 1-800-225-5291), will be held at the office of the Trust located at 101 Huntington Avenue (across from the Colonnade Hotel), Boston, Massachusetts 02199, at 9:00 a.m., Boston time, on Thursday, August 31, 1995. The purpose of the meeting is to consider and act upon the following proposals:

- (1) To approve the terms of a new Investment Management Contract for the Fund. The new Contract includes an increase in the fee payable by the Fund for investment advisory services.
- (2) To approve the terms of a new Sub-advisory Contract for the Fund. At current asset levels, the new Contract includes an increase in the fee payable by the Fund's investment adviser for investment sub-advisory services. The Fund will not pay any part of the sub-advisory fee.
- (3) To transact other business that may properly come before the meeting or any adjournment of the meeting.

Your Board of Trustees Recommends that You Vote in Favor of all Proposals.

Shareholders of record as of the close of business on August 7, 1995 are entitled to vote at the meeting or any adjournment of the meeting. The Proxy Statement and form of proxy are being mailed to shareholders on or about August 11, 1995.

THOMAS H. DROHAN
 Senior Vice President
 and Secretary

Boston, Massachusetts
August 11, 1995

WHETHER OR NOT YOU EXPECT TO BE PRESENT AT THE MEETING, PLEASE COMPLETE AND RETURN THE ENCLOSED FORM OF PROXY. YOU MAY STILL VOTE IN PERSON IF YOU ATTEND THE MEETING.

JOHN HANCOCK INDEPENDENCE DIVERSIFIED CORE EQUITY FUND
101 Huntington Avenue
Boston, Massachusetts 02199

PROXY STATEMENT

GENERAL

This statement is furnished in connection with the solicitation of proxies by the management of John Hancock Strategic Series (the "Trust"), which consists of John Hancock Independence Diversified Core Equity Fund (the "Fund"), John Hancock Utilities Fund and John Hancock Strategic Income Fund. The proxies will be used at the Special Meeting of the Fund's shareholders (the "Shareholder Meeting") to be held at the offices of the Trust located on the 2nd floor at 101 Huntington Avenue, Boston, Massachusetts on Thursday, August 31, 1995 at 9:00 a.m., Boston time. Proxies will be solicited by mail and may also be solicited in person or by telephone by officers, Trustees, directors and/or registered representatives of the Trust's principal distributor, John Hancock Funds, Inc. ("John Hancock Funds"); and by employees, officers and/or directors of the Fund's investment adviser and sub-adviser, John Hancock Advisers, Inc. (the "Adviser") and Independence Investment Associates, Inc. (the "Sub-adviser"), respectively, or the Fund's transfer agent, John Hancock Investor Services Corporation.

The cost of preparing and mailing this Proxy Statement and the accompanying form of notice and proxy will be borne by the Adviser. The mailing address of the Trust is 101 Huntington Avenue, Boston, Massachusetts 02199. This Proxy Statement and form of proxy are being mailed to shareholders on or about August 11, 1995. The Fund's annual report for its 1994 fiscal year and subsequent semi-annual report, if any, may be obtained free of charge by writing to the Fund's transfer agent, John Hancock Investor Services Corporation ("Investor Services"), at P.O. Box 9116, Boston, Massachusetts 02205-9116, or by calling 1-800-225-5291.

The address of both the Adviser and John Hancock Funds is 101 Huntington Avenue, Boston, Massachusetts 02199.

Outstanding Shares and Voting Requirements

The Board of Trustees has fixed the close of business on August 7, 1995 (the "Record Date") as the record date for determination of shareholders of the Fund entitled to notice of and to vote at the Shareholder Meeting. Shareholders of record on the Record Date are entitled to one vote per share at the Shareholder Meeting or any adjournment of the meeting. On the Record Date, _____ shares of beneficial interest of the Fund were outstanding.

To the knowledge of the Trust, the following persons owned

beneficially or of record more than 5% of the outstanding shares of the Fund on the Record Date:

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Name and Address -----	No. of Shares -----	Percentage of Fund -----
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PROPOSAL 1

APPROVAL OF THE TERMS OF A NEW INVESTMENT
MANAGEMENT CONTRACT FOR THE FUND

Status of the Existing Investment Management Contract

The Trust, on behalf of the Fund, has entered into an Investment Management Contract dated January 1, 1994 (the "Existing Management Contract") with the Adviser. Shareholders of the Fund approved the Existing Management Contract at a meeting held on September 21, 1993. The purpose of submitting the Existing Management Contract for shareholder approval at this meeting was to obtain their approval of changes to the Contract which eliminated the requirement that the Fund pay the compensation of certain officers of the Trust and changed the frequency of payments of the management fee from quarterly to monthly. The shareholders also approved certain modernizing changes to the Existing Management Contract at that meeting. The Existing Management Contract was most recently approved by the Trust's Board of Trustees, including the Trustees who are not "interested persons" (the "Independent Trustees") as defined in the Investment Company Act of 1940 (the "1940 Act"), on May 1, 1995.

Pursuant to the Existing Management Contract and subject to the supervision and approval of the Board of Trustees, the Adviser is responsible for using its best efforts to provide the Fund with continuing and suitable investment programs, consistent with the Fund's investment policies, objectives and restrictions. Specifically, the Adviser is required to: (a) furnish the Fund with advice regarding policy decisions and the purchase, holding and disposition of portfolio securities; (b) submit reports to the Trustees as to the valuation of the Fund's assets and as to other subjects; (c) assist the Fund in any negotiations relating to the Fund's investments; (d) place orders for the purchase and sale of portfolio securities; (e) provide office space and equipment and executive and clerical personnel necessary for the administration of the Fund's affairs; (f) maintain certain Fund records; (g) instruct the Fund's custodian; and (h) oversee the performance of the Fund's custodian, transfer agent and other similar agents. In addition, the Adviser agrees, from time to time or at any time requested by the Trustees, to furnish the Trustees with reports as to the Adviser's performance under the Existing Management Contract.

By its terms, the Existing Management Contract continues in effect automatically until May 31, 1996 and for successive annual periods thereafter, provided that the continuance is specifically approved at

least annually by (i) the Trust's Board of Trustees or (ii) a vote of a "majority" (as defined in the 1940 Act) of the Fund's outstanding voting securities and provided further that, in either event, the continuance is also approved by a majority of the Trust's Independent Trustees, by vote cast in person at a meeting called for the purpose of voting on this approval. The Existing

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Management Contract is terminable, without penalty, on not less than 60 days' notice by the Trust's Board of Trustees, by vote of holders of a majority of the Fund's shares, or by the Adviser. The Existing Management Contract terminates automatically in the event of its "assignment" (as defined in the 1940 Act).

The Existing Management Contract provides that the Adviser is not liable for any error of judgment or mistake of law or for any loss suffered by the Trust or the Fund in connection with the matters to which the Existing Management Contract relates, except a loss resulting from willful misfeasance, bad faith or gross negligence on the part of the Adviser in the performance of its duties or from reckless disregard by the Adviser of its obligations and duties under the Contract.

Under the Existing Management Contract, the Adviser may appoint and employ one or more sub-advisers that are satisfactory to the Fund. The Adviser has entered into a sub-investment management contract (the "Existing Sub-advisory Contract") with the Sub-adviser, which is described in Proposal 2 of this Proxy Statement.

The Adviser is a wholly-owned subsidiary of The Berkeley Financial Group ("The Berkeley Group"), which is a wholly-owned subsidiary of John Hancock Asset Management, which is a wholly-owned subsidiary of John Hancock Subsidiaries, Inc., which is a wholly-owned subsidiary of John Hancock Mutual Life Insurance Company (the "Life Company"). The address of the Life Company, John Hancock Subsidiaries, Inc. and John Hancock Asset Management is John Hancock Place, Boston, Massachusetts 02117. The address of The Berkeley Group is 101 Huntington Avenue, Boston, Massachusetts 02199. The directors of the Adviser and their principal occupations or employment are set forth below under "Directors of the Adviser and Sub-adviser."

Proposed Investment Management Contract

At a meeting of the Trust's Board of Trustees held on May 1, 1995, the Trustees, including all of the Independent Trustees, approved, and voted to recommend that the shareholders of the Fund approve, a proposal to adopt a new Investment Management Contract between the Trust, on behalf of the Fund, and the Adviser (the "Proposed Management Contract"). The terms of the Proposed Management Contract would increase the investment advisory fee currently paid by the Fund under the Existing Management Contract, as further described below. All other provisions (excluding dates) would remain the same as in the Existing Management Contract. The terms of the Proposed Management Contract are being submitted under this Proposal for approval by shareholders of the Fund.

For a copy of the Proposed Management Contract, see Exhibit A attached to this Proxy Statement. The description of the Proposed Management Contract contained in the text of this Proxy Statement is

The Fund currently has a \$250,000 minimum initial investment requirement, subject to certain limited exceptions. The Trustees have determined that the Fund's minimum initial investment requirement should be reduced to \$1,000 and that shares of the Fund should be marketed to retail investors. Accordingly, at a meeting held on May 1, 1995, the Trustees approved the activation of the Fund's existing Rule 12b-1 distribution plan, effective as of September 1, 1995. Under this plan, the Fund will be able to reimburse its principal underwriter for distribution and service expenses incurred in connection with shares of the Fund at an annual rate of up to 0.30% of the Fund's average net assets attributable to shares covered by the Plan; provided, that no more than 0.25% may be paid for service expenses.

At their meeting on May 1, 1995, the Trustees also established a second class (Class B) of shares of the Fund and adopted a Rule 12b-1 distribution plan for this class of shares. Class B shares of the Fund may be issued beginning on September 1, 1995, and the distribution plan covering these shares will become effective on that date. All shares of the Fund that are outstanding prior to September 1, 1995 will be designated as Class A shares and, beginning on September 1, 1995, will be subject to the distribution plan described in the preceding paragraph. Under the distribution plan covering Class B shares, the Fund will be able to reimburse its principal underwriter for distribution and service expenses incurred in connection with Class B shares of the Fund at an annual rate of up to 1.00% of the Fund's average net assets attributable to Class B shares; provided, that no more than 0.25% may be paid for service expenses.

The size of the Fund has been greatly reduced recently, due to the movement of institutional investors from the Fund to a similar mutual fund that is part of a recently established institutional family of funds managed by the Adviser. The Trustees expect that the actions described in the two preceding paragraphs will result in a significant increase in the Fund's net assets. The Adviser believes that the proposed fee increase will allow it and the Sub-adviser (see Proposal 2 below) to continue to offer the highest levels of expertise and to retain and attract capable personnel to serve the Fund.

UNDER THE EXISTING MANAGEMENT CONTRACT, the Fund pays the Adviser a monthly fee that is equal on an annual basis to 0.50% of the Fund's average daily net assets.

UNDER THE PROPOSED MANAGEMENT CONTRACT, the Fund would pay the Adviser a monthly fee that is equal on an annual basis to a stated percentage of the Fund's average daily net assets as follows:

Net Asset Value	Annual Rate
First \$750,000,000.....	0.75%
Amount over \$750,000,000.....	0.70%

On the Record Date, the Fund had net assets of [\$_____.]

The Adviser acts as investment adviser to certain investment companies that have investment objectives similar to the Fund's objective of seeking above average total return. These investment companies, their asset sizes and the rates of compensation that they pay to the Adviser are listed on Schedule I to this Proxy Statement.

Analysis of the Proposed Management Contract and Review Process of Trustees

The Trustees have determined that the terms of the Proposed Management Contract, including the increase in the investment management fee, are fair and reasonable. In approving the Proposed Management Contract and recommending its approval by the shareholders, the Trustees, including the Independent Trustees, considering the best interests of the Fund's shareholders, took into account all such factors as they deemed relevant. The factors considered by the Independent Trustees included the nature, quality and scope of the services provided to the Fund; the increased research needed to keep abreast of new types of securities and the globalization and generally greater complexity of the securities markets; the increased scope and complexity of administering investment companies; the necessity of the Adviser's maintaining and enhancing its ability to retain capable sub-advisers for the Fund and the increased competition for high quality investment management personnel and sub-advisers; the investment record of the Adviser in supervising the management of the Fund and managing other John Hancock mutual funds; comparative information concerning similar investment companies with respect to investment performance, the levels of investment management fees and expense ratios in the industry generally; the revenues and allocated expenses (including the methods of allocation) of the Adviser in connection with its performance of services under the Proposed Management Contract; possible benefits other than the investment management fee which the Adviser and its affiliates derive from their relationship with the Fund and the financial resources of the Adviser.

In evaluating the Proposed Management Contract, the Trustees relied on their ongoing review of the Adviser's activities on behalf of the Fund and were also provided extensive additional specific data and analyses by the Adviser. The Trustees considered information obtained from Lipper Analytical Services, Inc. relating to the investment management fees and total expenses paid by other investment companies comparable to the Fund. In addition, the Trustees considered that, effective on September 1, 1995, the Fund's existing Rule 12b-1 distribution plan will be activated and the Fund will implement a new class of shares with its own Rule 12b-1 plan, as described above. Throughout the review process, the Independent Trustees were advised by their independent legal counsel, who was not counsel to the Fund, the Adviser or the Sub-adviser.

Set forth below is a comparative fee table showing the amount of fees and expenses payable under the Existing Management Contract and the amount of fees and expenses the Fund's Class A shareholders

(includes all current shareholders) will pay if the Proposed Management Contract, including the increase in the investment management fee, goes into effect. The Trustees reviewed this and related data in considering the Proposed Management Contract.

COMPARATIVE FEE TABLE

Annual Fund Operating Expenses
(as a percentage of average net assets)

	Fees With Existing Management Fee	Fees With Proposed Management Fee (Class A Shares)
Management Fee.....	0.50%	0.58%*
12b-1 Fees.....	0.30%	0.30%
Other Expenses.....	0.42%	0.42%
Total Fund Operating Expenses.....	1.22%	1.30%*

* The management fee and total operating expenses shown for Class A shares under the proposed fee structure reflect the Adviser's agreement to limit Class A share expenses to 1.30% of the first \$100 million of the Fund's average daily net assets. If this agreement were not in place, the management fee and total operating expenses for Class A shares under the proposed fee structure would be 0.75% and 1.47%, respectively.

Example

The following example illustrates the expenses on a \$1,000 investment under the existing and proposed fees and the expenses stated above, assuming (1) a 5% annual return and (2) redemption at the end of each time period. The example does not reflect the payment of a sales charge because investors did not pay sales charges in connection with their existing investments in the Fund. Investments made on or after September 1, 1995 will be subject to a sales charge.

	Fees With Existing Management Fee	Fees With Proposed Management Fee (Class A Shares)
1 year	\$ 12	\$ 13
3 years	\$ 39	\$ 41
5 years	\$ 67	\$ 71
10 years	\$148	\$157

The purpose of this example and the table is to assist investors in understanding the various costs and expenses of investing in shares of the

Fund. The example above should not be considered a representation of past or future expenses of the Fund. Actual expenses may vary from year to year and may be higher or lower than those shown above.

Set forth below are: (1) the Fund's investment management fee expressed as a dollar amount for the Fund's fiscal year ending May 31, 1995; (2) the pro forma fee expressed as a dollar amount which assumes that the Proposed Management Contract was in effect during the year; and (3) the difference between the actual and pro forma fee figures, expressed both as a dollar amount and as a percentage of the Fund's actual management fee for the year. The Trustees reviewed this data in considering the Proposed Management Contract.

Investment Management Fee		
Actual	Pro Forma	Difference
\$457,613	\$747,432	\$289,819 63%

The Independent Trustees also considered specific information provided by the Adviser relating to the revenues, expenses and profitability attributable to the management of the Fund in the John Hancock fund complex. The Adviser advised the Independent Trustees that the data presented was based on internal allocations of costs and revenues pursuant to methods which the Adviser believed to be reasonable. However, different allocation methods might have produced different results. The Independent Trustees also considered comparative information relating to the profitability of other investment company investment managers. The following table reflects, for the three years ending December 31, 1994, management fees received, operating expenses and net income of the Adviser for all John Hancock funds. The Trustees reviewed this data in considering the Proposed Management Contract.

<TABLE>
<CAPTION>

	1994	1993	1992
Management fee income for all John Hancock funds (net of fee reductions and expense limitations)	\$48,791,575	\$39,183,829	\$24,586,054
Operating expenses directly attributable to management fee income	\$ 6,146,068	\$ 5,469,565	\$ 3,736,996
Net management fee income (before provision for			

federal income taxes)	\$42,645,507	\$33,714,264	\$20,849,058
Profit margin before federal income taxes	87.4%	86.0%	84.8%
Total net management fee income as a percentage of average net assets under management	0.43%	0.40%	0.38%

</TABLE>

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For funds in the John Hancock fund complex other than certain closed-end and money market funds, John Hancock Funds, a subsidiary of the Adviser, received during the years ended December 31, 1992, 1993 and 1994 distribution plan fees of \$18,229,941, \$25,868,038 and \$28,925,841, respectively, and incurred related expenses of \$6,646,492, \$11,843,728 and \$13,314,971, respectively; and Investor Services, an affiliate of the Adviser, received during 1992, 1993 and 1994 transfer agency fees of \$15,235,004, \$20,770,366 and \$23,528,596, respectively, and incurred related expenses of \$6,026,088, \$8,126,183 and \$9,268,894, respectively.

In addition to the information summarized in the preceding discussion, the Independent Trustees reviewed and evaluated other facts and information deemed by them to be relevant to their consideration of the Proposed Management Contract. For example, the Independent Trustees also considered benefits that may accrue to the Adviser or its affiliated companies by virtue of their association with the Fund and other funds in the John Hancock fund complex. These "spin off" benefits may include, among others, the placement of Fund portfolio transactions through broker-dealers that are affiliated with the Adviser, the provision of transfer agency services to certain of the funds in the John Hancock fund complex and the promotion to shareholders of the Fund of various other products and services offered by the Adviser and its affiliated companies.

Trustees' Evaluation and Recommendation

THE TRUSTEES RECOMMEND THAT SHAREHOLDERS APPROVE THE PROPOSED MANAGEMENT CONTRACT INCLUDING AN INCREASE TO THE INVESTMENT MANAGEMENT FEE.

If the Proposed Management Contract is approved by the Fund's shareholders, it will take effect on September 1, 1995. If the Proposed Management Contract is not approved by the Fund's shareholders, the Existing Management Contract will continue in accordance with its terms.

Vote Required

Approval of Proposal 1 requires the affirmative vote of a majority of the outstanding voting securities of the Fund, as defined in the 1940 Act, which means the lesser of (1) 67 percent or more of the shares of the Fund represented at the Shareholder Meeting, if at least 50 percent of all outstanding shares of the Fund are represented at that meeting; or (2) 50 percent or more of the outstanding shares of the Fund entitled to vote at the meeting.

(Proposal 2)
APPROVAL OF THE TERMS OF A NEW SUB-ADVISORY CONTRACT
FOR THE FUND

Status of the Existing Sub-advisory Contract

The Trust, on behalf of the Fund, has entered into a Sub-advisory Contract dated January 1, 1994 (the "Existing Sub-advisory Contract") with the Adviser and the Sub-adviser. Shareholders of the Fund approved the Existing Sub-advisory Contract at a meeting held on September 21, 1993. The purpose of submitting the Existing Sub-advisory Contract for shareholder approval at that meeting was to obtain their approval of changes to the Contract which incorporated the terms of a fee reduction by the Sub-adviser that had been in effect prior to the meeting and changed the frequency of payments of the sub-advisory fee from quarterly to monthly. The shareholders also approved certain modernizing changes to the Existing Sub-advisory Contract at that meeting. The Existing Sub-advisory Contract was most recently approved by the Trust's Board of Trustees, including the Independent Trustees, on May 1, 1995.

Pursuant to the Existing Sub-advisory Contract, the Sub-adviser, subject to the review of the Trustees and the overall supervision of the Adviser, is required to use its best efforts to provide the Fund with continuing and suitable investment advice with respect to investments. Specifically, the Sub-adviser is required to: (a) give the Adviser and the Fund advice and recommendations regarding the purchase, holding and disposition of portfolio securities, (b) give the Adviser and the Fund advice as to the manner in which voting rights, subscription rights, rights to consent to corporate action and any other rights pertaining to the Fund's assets will be exercised, (c) give the Adviser and the Fund research, economic and statistical data in connection with the Fund's investments and investment policies, (d) submit such reports relating to the valuation of the Fund's portfolio securities as the Adviser may reasonably request, (e) engage in negotiations relating to the Fund's investments, (f) place orders for the purchase and sale of portfolio securities, (g) maintain and preserve the records required by the 1940 Act to be maintained by the Sub-adviser, (h) instruct the Fund's custodian, and (i) from time to time or at any time requested by the Adviser or the Trustees, make reports to the Adviser or the Trust of its performance under the Contract.

By its terms, the Existing Sub-advisory Contract continues in effect automatically until May 31, 1996 and for successive annual periods thereafter, provided that the continuance is specifically approved at least annually by (i) the Trust's Board of Trustees or (ii) a vote of a "majority" (as defined in the 1940 Act) of the Fund's outstanding voting securities and provided further that, in either event, the continuance is also approved by a majority of the Trust's Independent Trustees, by vote cast in person at a meeting called for the purpose of voting on such approval. The Existing Sub-advisory Contract is terminable, without penalty, on not less than 60 days' notice by the Trust's Board of Trustees, by vote of holders of a majority of the Fund's shares, or by

the Adviser or the Sub-adviser. The Existing Sub-advisory Contract terminates automatically in the event of its "assignment" (as defined in the 1940 Act).

Under the Existing Sub-advisory Contract, the Sub-adviser is not liable for any error of judgment or mistake of law or for any loss suffered by the Trust or the Fund or the Adviser in connection with the matters to which such contract relates, except a loss resulting from willful misfeasance, bad faith or gross negligence on the Sub-adviser's part in the performance of its duties or from reckless disregard by the Sub-adviser of its obligations and duties under the contract.

The Sub-adviser is a wholly-owned subsidiary of John Hancock Asset Management, which is a wholly-owned subsidiary of John Hancock Subsidiaries, Inc., which is a wholly-owned subsidiary of the Life Company. The address of the Sub-adviser is 53 State Street, Boston, Massachusetts 02109. The directors of the Sub-adviser and their principal occupations or employment are set forth below under "Directors of the Adviser and Sub-adviser."

Proposed Sub-advisory Contract

At a meeting of the Trust's Board of Trustees held on May 1, 1995, the Trustees, including all of the Independent Trustees, approved, and voted to recommend that the shareholders of the Fund approve, a proposal to adopt a new Sub-advisory Contract among the Trust on behalf of the Fund, the Adviser and the Sub-adviser (the "Proposed Sub-advisory Contract"). The terms of the Proposed Sub-advisory Contract would increase the sub-advisory fee currently paid by the Adviser under the Existing Sub-advisory Contract, as further described below. All other provisions (excluding dates) would remain the same as in the Existing Sub-advisory Contract. The terms of the Proposed Sub-advisory Contract are being submitted under this Proposal for approval by shareholders of the Fund.

For a copy of the Proposed Sub-advisory Contract, see Exhibit B attached to this Proxy Statement. The description of the Proposed Sub-advisory Contract contained in the text of this Proxy Statement is qualified in its entirety by Exhibit B.

As described in Proposal 1, the Trustees have determined that the Fund should take certain actions that they believe will result in a significant increase in the Fund's net assets. The Adviser and the Sub-adviser believe that the proposed fee increases will allow them to continue to offer the highest levels of expertise and to retain and attract capable personnel to serve the Fund.

UNDER THE EXISTING SUB-ADVISORY CONTRACT, the Adviser pays the Sub-adviser a monthly fee based on a stated percentage of the Fund's average daily net assets, as follows:

(a) While the Fund's average daily net assets are below or equal to \$30 million and are: the fee shall be

between \$0 and \$10 million:	0% of average daily net assets
between \$10 million and \$20 million:	0.15% of average daily net assets
between \$20 million and \$30 million:	0.225% of average daily net assets

(b) While the Fund's average daily net assets exceed \$30 million, the fee shall be as follows:

0.30% of average daily net assets up to \$50 million;
plus 0.35% of average daily net assets, if any, between \$50 million and \$100 million;
plus 0.40% of average daily net assets, if any, over \$100 million.

UNDER THE PROPOSED SUB-ADVISORY CONTRACT, the Adviser would pay the Sub-adviser a quarterly fee at the annual rate of 55% of the management fee paid by the Fund to the Adviser for the preceding three months.

Under the Proposed Sub-advisory Contract, the sub-advisory fee would be increased from 0.225% to 0.4125% of the Fund's average daily net assets, assuming net assets of \$30 million; from 0.30% to 0.4125%, assuming net assets of \$50 million; and from 0.325% to 0.4125%, assuming net assets of \$100 million. On the Record Date, the Fund had net assets of \$_____.

Analysis of the Proposed Sub-advisory Contract and Review Process of Trustees

The Trustees have determined that the terms of the Proposed Sub-advisory Contract, including the increase in the sub-advisory fee, are fair and reasonable. In approving the Proposed Sub-advisory Contract and recommending its approval by the shareholders, the Trustees, including the Independent Trustees, considered the best interests of the Fund's shareholders and took into account all the factors they deemed relevant. These factors included the nature, quality and scope of the services provided by the Sub-adviser to the Fund; the increased research needed to keep abreast of new types of securities and the globalization and generally greater complexity of the securities markets; the necessity of the Sub-adviser's maintaining and enhancing its ability to retain capable personnel and the increased competition for high quality investment management personnel; the investment record of the Sub-adviser in managing the Fund and certain private accounts; comparative information concerning similar investment companies with respect to investment performance, the levels of sub-advisory fees and expense ratios in the industry generally; possible benefits, other than the sub-investment management fee that the Sub-adviser and its affiliates derive from their relationship with the Fund; the financial resources of the Sub-adviser and the fact that the sub-advisory fee of the Fund has

never been increased.

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In evaluating the Proposed Sub-advisory Contract, the Trustees relied on their ongoing review of the Sub-adviser's activities on behalf of the Fund and were also given additional specific data and analyses by the Sub-adviser. The Trustees considered information obtained from Lipper Analytical Services, Inc. relating to the sub-advisory fees and total expenses paid by other investment companies comparable to the Fund, as well as all the information described in Proposal 1 with respect to the Proposed Management Contract. Throughout the review process, the Independent Trustees were advised by their independent legal counsel, who was not counsel to the Fund, the Adviser or the Sub-adviser.

Set forth below are: (1) the sub-advisory fee that the Adviser paid to the Sub-adviser with respect to the Fund, expressed as a dollar amount for the Fund's fiscal year ending May 31, 1995; (2) the pro forma fee expressed as a dollar amount which assumes that the Proposed Sub-advisory Contract was in effect during the year; and (3) the difference between the actual and pro forma fee figures, expressed both as a dollar amount and as a percentage of the Sub-adviser's actual sub-advisory fee for the year. The Trustees reviewed this data in considering the Proposed Sub-advisory Contract.

Sub-advisory Fee		
Actual	Pro Forma	Difference
\$290,249	\$411,087	\$120,838 42%

The Independent Trustees also considered the profitability of the Sub-adviser attributable to the management of the Fund.

In addition to the information summarized in the preceding discussion, the Independent Trustees reviewed and evaluated other facts and information that they deemed to be relevant to their consideration of the Proposed Sub-advisory Contract. For example, the Independent Trustees also considered benefits that may accrue to the Sub-adviser or its affiliated companies by virtue of their association with the Fund. These "spin off" benefits may include, among others, the placement of Fund portfolio transactions through broker-dealers that are affiliated with the Sub-adviser, the provision of transfer agency services to certain of the funds in the John Hancock fund complex, and the promotion to Fund shareholders of various other products and services offered by the Sub-adviser and its affiliated companies.

Trustees' Evaluation and Recommendation

THE TRUSTEES RECOMMEND THAT SHAREHOLDERS APPROVE THE PROPOSED SUB-ADVISORY CONTRACT INCLUDING AN INCREASE TO THE SUB-ADVISORY FEE PAYABLE BY THE ADVISER.

If the Proposed Sub-advisory Contract is approved by the Fund's shareholders, it will take effect on September 1, 1995. If the Proposed Sub-advisory Contract is not approved by the Fund's shareholders, the Existing Sub-advisory Contract will continue in accordance with its terms.

Vote Required

Approval of the Proposed Sub-advisory Contract requires the affirmative vote of a majority of the Fund's outstanding voting securities, as defined in Proposal 1.

DIRECTORS OF THE ADVISER AND SUB-ADVISED

Edward J. Boudreau, Jr., Chairman and Chief Executive Officer, and William C. Fletcher, President and Chief Executive Officer, are the principal executive officers of the Adviser and the Sub-adviser, respectively. Their principal occupations and addresses, as well as those of the other Directors of the Adviser and the Sub-adviser, are set forth below.

<TABLE>
<CAPTION>

Directors of the Adviser

<S>

Edward J. Boudreau, Jr.
101 Huntington Avenue
Boston, MA 02199

<C>

Chairman and Chief Executive Officer, the Adviser and The Berkeley Group; Chairman, John Hancock Advisers International Ltd., John Hancock Funds and Investor Services (collectively, the "Affiliated Companies"); Chairman, NM Capital Management, Inc., Sovereign Asset Management Corporation and First Signature Bank & Trust.

Stephen L. Brown
John Hancock Place
Boston, MA 02117

Chairman and Chief Executive Officer, the Life Company; Director, the Adviser and the Affiliated Companies; Trustee, The Berkeley Group and John Hancock Asset Management.

Foster L. Aborn
John Hancock Place
Boston, MA 02117

Vice Chairman, Director and President, Investment and Pension Sector, the Life Company; Director, the Adviser, the Sub-adviser, Investor Services, John Hancock Funds, John Hancock Subsidiaries, Inc., Hancock Venture Partners, Inc., John Hancock Capital Growth Management, Inc., John Hancock Capital Corp. and John Hancock Freedom Securities Corp.; Trustee, The Berkeley Group and John Hancock Asset Management.

Richard S. Scipione
John Hancock Place
Boston, MA 02117

Director, the Adviser, NM Capital Management, Inc., Sovereign Asset Management Corporation and the Affiliated Companies; General Counsel, the Life Company; Trustee, The Berkeley Group.

Thomas E. Moloney
John Hancock Place
Boston, MA 02117

Chief Financial Officer, the Life Company; Director, the Adviser and the Affiliated Companies; Trustee, The Berkeley Group.

John M. DeCiccio
John Hancock Place
Boston, MA 02117

Senior Vice President, Investment Policy and Research, the Life Company; Director, the Adviser and the Affiliated Companies; Trustee, The Berkeley Group.

Jeanne M. Livermore
John Hancock Place
Boston, MA 02117

Senior Vice President, Group Pension Guaranteed and Stable Value Products, the Life Company; Director, the Adviser and the Affiliated Companies; Trustee, The Berkeley Group.

John Goldsmith
One Beacon Street
Boston, MA 02108

Chairman and Chief Executive Officer, John Hancock Freedom Securities Corp.; Director, the Adviser and the Affiliated Companies; Trustee, The Berkeley Group.

Richard O. Hansen
John Hancock Place
Boston, MA 02117

Vice President, Managerial Department, the Life Company; Director, the Adviser and the Affiliated Companies; Trustee, The Berkeley Group.

William C. Fletcher
53 State Street
Boston, MA 02109

President and Director, the Sub-Adviser; Director, the Adviser, John Hancock Funds, Investor Services, Hancock Natural Resource Group, Inc. and John Hancock Energy Resources Management, Inc.; Trustee, President and Chief Executive Officer, John Hancock Asset Management; Trustee, The Berkeley Group.

Robert G. Freedman
101 Huntington Avenue
Boston, MA 02199

Vice Chairman and Chief Investment Officer, the Adviser; Director, the Affiliated Companies, NM Capital Management, Inc. and Sovereign Asset Management Corporation; Senior Vice President, The Berkeley Group.

Robert H. Watts
John Hancock Place
Boston, MA 02117

President, Chief Executive Officer and Director, John Hancock Distributors, Inc.; Director, the Adviser and the Affiliated Companies.

C. Troy Shaver, Jr.
101 Huntington Avenue
Boston, MA 02199

President, Chief Executive Officer and Director, John Hancock Funds; Director, the Adviser, NM Capital Management, Inc., Sovereign Asset Management Corporation and the Affiliated Companies.

David A. King
101 Huntington Avenue
Boston, MA 02199

President, Chief Executive Officer and Director,
Investor Services; Director, the Adviser and the
Affiliated Companies.

</TABLE>

In addition to Messrs. Boudreau, Scipione and Freedman, the following persons are officers and/or directors of both the Trust and the Adviser: Anne C. Hodsdon, President of the Trust and President and Chief Operations Officer of the Adviser; Thomas H. Drohan, Senior Vice President and Secretary of both the Trust and the Adviser; James K. Ho, Senior Vice President of both the Trust and the Adviser; James B. Little, Senior Vice President and Chief Financial Officer of the Trust and Senior Vice President of the Adviser; Michael P. DiCarlo, Senior Vice President of both the Trust and the Adviser; Andrew F. St. Pierre, Senior Vice President of both the Trust and the Adviser; Frederick L. Cavanaugh, Jr., Senior Vice President of both the Trust and the Adviser; John A. Morin, Vice President of both the Trust and the Adviser; Susan S. Newton, Vice President, Assistant Secretary and Compliance Officer of the Trust and Vice President and Assistant Secretary of the Adviser; and James J. Stokowski, Vice President and Treasurer of the Trust and Vice President of the Adviser.

<TABLE>
<CAPTION>

Directors of the Sub-adviser

<S>

William C. Fletcher
53 State Street
Boston, MA 02109

<C>

See "Directors of the Adviser" above for a description of Mr. Fletcher's principal occupations.

Foster L. Aborn
John Hancock Place
Boston, MA 02117

See "Directors of the Adviser" above for a description of Mr. Aborn's principal occupations.

Henry D. Shaw
John Hancock Place
Boston, MA 02117

Director, the Sub-adviser; Senior Vice President, the Life Company.

John T. Farady
John Hancock Place
Boston, MA 02117

Director, the Sub-adviser; Senior Vice President and Treasurer, the Life Company.

Lewis J. Kleinrock
11 Longwood Lane
Walpole, MA 02081

Director, the Sub-adviser.

Joseph A. Tomlinson
John Hancock Place
Boston, MA 02117

Director, the Sub-adviser; Vice President, the Life Company.

</TABLE>

PROXIES AND VOTING AT THE SHAREHOLDER MEETING

Any person giving a proxy has the power to revoke it any time prior to its exercise by executing a superseding proxy or by submitting a written notice of revocation to the Secretary of the

Trust. In addition, although mere attendance at the meeting will not revoke a proxy, a shareholder present at the meeting may withdraw his or her proxy by notifying the Secretary, and vote in person. All properly executed and unrevoked proxies received in time for the meeting will be voted in accordance with the instructions contained in the proxies. If no instruction is given, the persons named as proxies will vote the shares represented thereby in favor of the matters set forth in Proposals 1 and 2, and will use their best judgment in connection with the transaction of any other business that may properly come before the Special Meeting or any adjournment of the Special Meeting.

In the event that, at the time any session of the Special Meeting is called to order, a quorum is not present in person or by proxy, the persons named as proxies may vote the proxies that have been received to adjourn the Special Meeting to a later date. In the event that there is a quorum but there are not enough votes in favor of either of Proposals 1 and 2, the persons named as proxies will vote the proxies that they are entitled to vote in favor of the relevant Proposal for an adjournment and will vote the proxies required to be voted against the Proposal against an adjournment. A shareholder vote may be taken on one or more of the Proposals in the Proxy Statement prior to the adjournment if enough votes for its approval have been received and it is otherwise appropriate.

Shares of beneficial interest of the Fund represented in person or by proxy (including shares that abstain or do not vote with respect to one or more of the Proposals presented for shareholder approval) will be counted for purposes of determining whether a quorum is present at the Special Meeting. Abstentions will be treated as shares that are present and entitled to vote with respect to each Proposal, but will not be counted as a vote in favor of the Proposal. Accordingly, an abstention from voting on a Proposal has the same effect as a vote against the Proposal. As noted above, the adoption by the Fund's shareholders of Proposals 1 and 2 requires the affirmative vote of the lesser of (i) 67 percent or more of the Fund's outstanding voting securities present at the Special Meeting, if the holders of more than 50 percent of the Fund's shares of beneficial interest are present or represented by proxy; or (ii) 50 percent or more of the Fund's outstanding shares of beneficial interest. If a broker or nominee holding shares in "street name" indicates on the proxy that it does not have discretionary authority to vote as to a particular Proposal, those shares will not be considered as present and entitled to vote with respect to the Proposal. Accordingly, a "broker non-vote" has no effect on the voting in determining whether a Proposal has been adopted pursuant to item (i) above. However, in determining whether a Proposal has been adopted pursuant to item (ii) above, because shares represented by a

"broker non-vote" are considered outstanding shares, a "broker non-vote" will have the same effect as a vote against the Proposal.

MISCELLANEOUS

Affiliated Brokers

During the Fund's fiscal year ended May 31, 1995, the Fund paid no brokerage commissions to brokers affiliated with the Adviser or the Sub-adviser.

Payments by the Fund to an Affiliate of the Adviser and the Sub-adviser

For the Fund's fiscal year ended May 31, 1995, the Fund paid transfer agency fees of \$91,523 (0.10% of the Fund's average daily net assets for the year) to Investor Services, an affiliate of the Adviser and the Sub-adviser. It is expected that Investor Services will continue to provide transfer agency services to the Fund after the Shareholder Meeting.

Trustee Share Ownership

On the Record Date, Edward Spellman and Dennis Aronowitz were the only Trustees who owned shares of the Fund. On such date, Messrs. Spellman and Aronowitz owned _____ and _____ shares, respectively, of the Fund.

Other Matters

The Trust's management knows of no business to be brought before the Special Meeting except as described above. However, if any other matters properly come before the Special Meeting, the persons named in the enclosed form of proxy intend to vote on such matters in accordance with their best judgment. If shareholders want additional information about the matters proposed for action, the Trust's management will be glad to hear from them and to provide further information.

SHAREHOLDERS' PROPOSALS

The Trust is not required, and does not intend, to hold meetings of shareholders each year. Instead, meetings will be held only when and if required. Any shareholders wishing to present a proposal for consideration at the next meeting of the Fund's shareholders must submit the proposal in writing, so that the Trust receives it at 101 Huntington Avenue, Boston, Massachusetts 02199 within a reasonable time before the meeting.

August 11, 1995

JOHN HANCOCK INDEPENDENCE DIVERSIFIED CORE EQUITY FUND

Other Investment Companies Managed by the Adviser

The Adviser acts as investment adviser to certain investment companies that have investment objectives similar to the Fund's objective of seeking above average total return. These funds and the rates of compensation that they pay to the Adviser are listed below, along with the funds' net assets as of June 1, 1995.

<TABLE>
<CAPTION>

Investment Company	Annual Rate as a Percentage of Net Assets	Net Assets as of June 1, 1995
<S>	<C>	<C>
John Hancock Independence Diversified Core Equity Fund II*	0.50%	\$ 5,897,840
John Hancock Growth and Income Fund	0.625%	\$ 240,559,452
John Hancock Sovereign Investors Fund	0.60% of first \$750,000,000 0.55% of next \$750,000,000 0.50% of next \$1,000,000,000 0.45% of excess over \$2,500,000,000	\$1,378,706,479
John Hancock Sovereign Balanced Fund	0.60%	\$ 148,782,549

</TABLE>

* The Adviser has agreed to an expense limitation with respect to John Hancock Independence Diversified Core Equity Fund II ("Core Equity Fund II"). While this limitation is in effect, it is expected that the management fee of Core Equity Fund II will amount to 0.12% of Core Equity Fund II's average net assets. Unlike the Fund, which will have a \$1,000 minimum initial investment and will be marketed to retail investors, Core Equity Fund II has a \$250,000 minimum initial investment and is available only to certain institutional investors.

The Sub-adviser acts as sub-adviser to Core Equity Fund II, an investment company whose investment objective is identical to the Fund's objective of seeking above average total return. As compensation for services rendered to Core Equity Fund II, the Sub-adviser is entitled to a monthly fee from the Adviser, Core Equity Fund II's investment adviser, that is equal on an annual basis to 0.40% of Core Equity Fund II's average daily net assets. However, while the Adviser's expense limitation referred to above is in effect, the Sub-adviser receives only 80% of the Adviser's management fee, such amount being equal to 0.096% of Core Equity Fund II's average daily net assets.

JOHN HANCOCK STRATEGIC SERIES

John Hancock Independence Diversified Core Equity Fund

Investment Management Contract

Dated _____, 1995

Page 1

JOHN HANCOCK STRATEGIC SERIES

John Hancock Independence Diversified Core Equity Fund

Boston, Massachusetts

John Hancock Advisers, Inc.
101 Huntington Avenue
Boston, Massachusetts 02199

Investment Management Contract

Ladies and Gentlemen:

John Hancock Strategic Series (the "Trust") has been organized as a business trust under the laws of the Commonwealth of Massachusetts to engage in the business of an investment company. The Trust's shares of beneficial interest may be classified into series, each series representing the entire undivided interest in a separate portfolio of assets. Series may be established or terminated from time to time by action of the Board of Trustees of the Trust. As of the date hereof, the Trust has two series of shares, representing interests in John Hancock Strategic Income Fund and John Hancock Independence Diversified Core Equity Fund.

The Board of Trustees of the Trust (the "Trustees") has selected John Hancock Advisers, Inc. (the "Adviser") to provide overall investment advice and

management for the John Hancock Independence Diversified Core Equity Fund (the "Fund"), and to provide certain other services, as more fully set forth below, and the Adviser is willing to provide such advice, management and services under the terms and conditions hereinafter set forth. Accordingly, the Trust and the Adviser agree as follows:

1. Delivery of Documents. The Trust has furnished the Adviser with copies, properly certified or otherwise authenticated, of each of the following:

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(a) Declaration of Trust of the Trust dated April 16, 1986 as amended and restated (the "Declaration of Trust");

(b) By-Laws of the Trust as in effect on the date hereof;

(c) Resolutions of the Trustees selecting the Adviser as investment adviser for the Fund and approving the form of this Agreement;

(d) Resolutions of the Trustees approving the form of the Sub-Adviser's contract by and among the Adviser, Independence Investment Associates, Inc. ("IIA") and the Trust on behalf of the Fund (the "Sub-Investment Management Contract");

(e) the Sub-Investment Management Contract; and

(f) commitments, limitations and undertakings made by the Fund to state securities or "blue sky" authorities for the purpose of qualifying shares of the Fund for sale in such states.

The Trust will furnish to the Adviser from time to time copies, properly certified or otherwise authenticated, of all amendments of or supplements to the foregoing, if any.

2. Investment and Management Services. The Adviser will use its best efforts to provide to the Fund continuing and suitable investment programs with respect to investments, consistent with the investment policies, objectives and restrictions of the Fund. In the performance of the Adviser's duties hereunder, subject always (x) to the provisions contained in the documents delivered to the Adviser pursuant to Section 1, as each of the same may from time to time be amended or supplemented, and (y) to the limitations set forth in the registration statement of the Trust, on behalf of the Fund, as in effect from time to time under the Securities Act of 1933, as amended, and the Investment Company Act of 1940, as amended (the "1940 Act"), the Adviser will, at its own expense:

(a) furnish the Fund with advice and recommendations, consistent with the investment policies, objectives and restrictions of the Fund, with respect to the purchase, holding and disposition of portfolio securities including, the purchase and sale of options, alone or in consultation with any sub-adviser or

sub-advisers appointed pursuant to this Agreement and subject to the provisions of any sub-investment management contract respecting the responsibilities of such sub-adviser or sub-advisers;

(b) advise the Fund in connection with policy decisions to be made by the Trustees or any committee thereof with respect to the Fund's investments and, as requested, furnish the Fund with research, economic and statistical data in connection with the Fund's investments and investment policies;

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(c) provide administration of the day-to-day investment operations of the Fund;

(d) submit such reports relating to the valuation of the Fund's securities as the Trustees may reasonably request;

(e) assist the Fund in any negotiations relating to the Fund's investments with issuers, investment banking firms, securities brokers or dealers and other institutions or investors;

(f) consistent with the provisions of Section 7 of this Agreement, place orders for the purchase, sale or exchange of portfolio securities with brokers or dealers selected by the Adviser, provided that in connection with the placing of such orders and the selection of such brokers or dealers the Adviser shall seek to obtain execution and pricing within the policy guidelines determined by the Trustees and set forth in the Prospectus and Statement of Additional Information of the Fund as in effect from time to time;

(g) provide office space and office equipment and supplies, the use of accounting equipment when required, and necessary executive, clerical and secretarial personnel for the administration of the affairs of the Fund;

(h) from time to time or at any time requested by the Trustees, make reports to the Trust of the Adviser's performance of the foregoing services and furnish advice and recommendations with respect to other aspects of the business and affairs of the Fund;

(i) maintain all books and records with respect to the Fund's securities transactions required by the 1940 Act, including sub-paragraphs (b)(5), (6), (9) and (10) and paragraph (f) of Rule 31a-1 thereunder (other than those records being maintained by the Fund's custodian or transfer agent) and preserve such records for the periods prescribed therefor by Rule 31a-2 of the 1940 Act (the Adviser agrees that such records are the property of the Trust and will be surrendered to the Trust promptly upon request therefor);

(j) obtain and evaluate such information relating to economies, industries, businesses, securities markets and securities as the Adviser may deem necessary or useful in the discharge of the Adviser's duties hereunder;

(k) oversee, and use the Adviser's best efforts to assure the performance of the activities and services of the custodian, transfer agent or other similar agents retained by the Trust;

(l) give instructions to the Fund's custodian as to deliveries of securities to and from such custodian and transfer of payment of cash for the account of the Fund; and

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(m) appoint and employ one or more sub-advisers satisfactory to the Fund under sub-investment management agreements.

3. Expenses paid by the Adviser. The Adviser will pay:

(a) the compensation and expenses of all officers and employees of the Fund;

(b) the expenses of office rent, telephone and other utilities, office furniture, equipment, supplies and other expenses of the Fund;

(c) any other expenses incurred by the Adviser in connection with the performance of its duties hereunder; and

(d) premiums for such insurance as may be agreed upon by the Adviser and the Trustees.

4. Expenses of the Fund Not Paid by the Adviser. The Adviser will not be required to pay any expenses which this Agreement does not expressly make payable by it. In particular, and without limiting the generality of the foregoing but subject to the provisions of Section 3, the Adviser will not be required to pay under this Agreement:

(a) The expenses of organizing the Fund (including without limitation, legal, accounting and auditing fees and expenses incurred in connection with the matters referred to in this clause (a)), of initially registering shares of the Fund under the Securities Act of 1933, as amended, and of qualifying the shares for sale under state securities laws for the initial offering and sale of shares;

(b) the compensation and expenses of Trustees who are not interested persons (as used in this Agreement, such term shall have the meaning specified in the 1940 Act) of the Adviser and of independent advisers, independent contractors, consultants, managers and other unaffiliated agents employed by the Fund other than through the Adviser;

(c) legal, accounting and auditing fees and expenses of the Trust or the Fund;

(d) the fees and disbursements of custodians and depositories of the Fund's assets, transfer agents, disbursing agents, plan agents and registrars;

(e) taxes and governmental fees assessed against the Trust's or the Fund's assets and payable by the Trust;

(f) the cost of preparing and mailing dividends, distributions, reports, notices and proxy materials to shareholders of the Fund;

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(g) brokers' commissions and underwriting fees; and

(h) the expense of periodic calculations of the net asset value of the shares of the Fund.

5. Compensation of the Adviser. For all services to be rendered, facilities furnished and expenses paid or assumed by the Adviser as herein provided, the Fund will pay to the Adviser monthly in arrears a fee based on a stated percentage of the Fund's average daily net assets during the preceding month as follows:

Net Asset Value	Annual Rate
First \$750,000,000	0.75%
Amount over \$750,000,000	0.70%

The "average daily net assets" of the Fund shall be determined on the basis set forth in the Fund's Prospectus or otherwise consistent with the 1940 Act and the regulations promulgated thereunder. The Adviser will receive a pro rata portion of such monthly fee for any periods in which the Adviser serves as investment adviser to the Fund for less than a full month.

In the event that normal operating expenses of the Fund, exclusive of certain expenses prescribed by state law, are in excess of any limitation imposed by the law of a state where the Fund is registered to sell shares of beneficial interest, the fee payable to the Adviser will be reduced to the extent required by law, and the Adviser will make any additional arrangements that the Adviser is required by law to make.

In addition to the foregoing, the Adviser may from time to time agree not to impose all or a portion of its fee otherwise payable hereunder (in advance of the time such fee or portion thereof would otherwise accrue) and/or undertake to pay or reimburse the Fund for all or a portion of its expenses not otherwise required to be borne or reimbursed by the Adviser. Any such fee reduction or undertaking may be discontinued or modified by the Adviser at any time.

6. Other Activities of the Adviser and Its Affiliates. Nothing herein contained shall prevent the Adviser or any affiliate or associate of the Adviser from engaging in any other business or from acting as investment adviser or investment manager for any other person or entity, whether or not having

investment policies or portfolios similar to the Fund's; and it is specifically understood that officers, directors and employees of the Adviser and those of its parent company, John Hancock Mutual Life Insurance Company, or other affiliates may continue to engage in providing portfolio management services and advice to other investment companies, whether or not registered, to other investment advisory clients of the Adviser or of its affiliates and to said affiliates themselves.

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7. Avoidance of Inconsistent Position. In connection with purchases or sales of portfolio securities for the account of the Fund, neither the Adviser nor any of its investment management subsidiaries, nor any of the Adviser's or such investment management subsidiaries' directors, officers or employees will act as principal or agent or receive any commission, except as may be permitted by the 1940 Act and rules and regulations promulgated thereunder. If any occasions shall arise in which the Adviser advises persons concerning the shares of the Trust, the Adviser will act solely on its own behalf and not in any way on behalf of the Trust or the Fund.

Nothing herein contained shall limit or restrict the Adviser or any of its officers, affiliates or employees from buying, selling or trading in any securities for its or their own account or accounts. The Trust and Fund acknowledge the Adviser and its officers, affiliates, and employees, and its other clients may at any time have, acquire, increase, decrease or dispose of positions in investments which are at the same time being acquired or disposed of hereunder. The Adviser shall have no obligation to acquire with respect to the Fund, a position in any investment which the Adviser, its officers, affiliates or employees may acquire for its or their own accounts or for the account of another client, if in the sole discretion of the Adviser, it is not feasible or desirable to acquire a position in such investment on behalf of the Fund. Nothing herein contained shall prevent the Adviser from purchasing or recommending the purchase of a particular security for one or more funds or clients while other funds or clients may be selling the same security.

8. No Partnership or Joint Venture. The Trust, the Fund and the Adviser are not partners of or joint venturers with each other and nothing herein shall be construed so as to make them such partners or joint venturers or impose any liability as such on any of them.

9. Name of the Trust and the Fund. The Trust and the Fund may use the name "John Hancock" or any name derived from or similar to the name "John Hancock Advisers, Inc." or "John Hancock Mutual Life Insurance Company" only for so long as this Agreement remains in effect. At such time as this Agreement shall no longer be in effect, the Trust and the Fund will (to the extent that they lawfully can) cease to use such names or any other names indicating that the Fund is advised by or otherwise connected with the Adviser. The Trust acknowledges that it has adopted the name "John Hancock Strategic Series" and the Fund has adopted the name "John Hancock Independence Diversified Core Equity Fund" through permission of John Hancock Mutual Life Insurance Company and agrees that John Hancock

Mutual Life Insurance Company reserves to itself and any successor to its business the right to grant the non-exclusive right to use the name "John Hancock" or any similar name to any other corporation or entity, including but not limited to any investment company of which John Hancock Mutual Life Insurance Company or any subsidiary or affiliate thereof shall be the investment adviser.

10. Limitation of Liability of the Adviser. The Adviser shall not be liable for any error of judgment or mistake of law or for any loss suffered by the Trust or the Fund in connection with the matters to which this Agreement relates, except a loss resulting from willful misfeasance, bad

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faith or gross negligence on the part of the Adviser in the performance of its duties or from reckless disregard by it of its obligations and duties under this Agreement. Any person, even though also employed by the Adviser, who may be or become an employee of and paid by the Trust or the Fund shall be deemed, when acting within the scope of his employment by the Trust or the Fund, to be acting in such employment solely for the Trust or the Fund and not as the Adviser's employee or agent.

11. Duration and Termination of this Agreement. This Agreement shall remain in force until the second anniversary of the date upon which this Agreement was executed by the parties hereto, and from year to year thereafter, but only so long as such continuance is specifically approved at least annually by (a) a majority of the Trustees who are not interested persons of the Adviser or (other than as Board members) of the Trust or the Fund, cast in person at a meeting called for the purpose of voting on such approval, and (b) either (i) the Trustees or (ii) a majority of the outstanding voting securities of the Fund. This Agreement may, on 60 days' written notice, be terminated at any time without the payment of any penalty by the Trust or the Fund by vote of a majority of the outstanding voting securities of the Fund, by the Trustees or by the Adviser. Termination of this Agreement with respect to the Fund shall not be deemed to terminate or otherwise invalidate any provisions of any contract between the Adviser and any other series of the Trust. This Agreement shall automatically terminate in the event of its assignment. In interpreting the provisions of this Section 11, the definitions contained in Section 2(a) of the 1940 Act (particularly the definitions of "assignment," "interested person" or "voting security"), shall be applied.

12. Amendment of this Agreement. No provision of this Agreement may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought, and no amendment, transfer, assignment, sale, hypothecation or pledge of this Agreement shall be effective until approved by (a) the Trustees, including a majority of the Trustees who are not interested persons of the Adviser or (other than as Board members) of the Trust or the Fund, cast in person at a meeting called for the purpose of voting on such

approval, and (b) a majority of the outstanding voting securities of the Fund, as defined in the 1940 Act.

13. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

14. Severability. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be deemed invalid or unenforceable in whole or in part.

15. Miscellaneous. The captions in this Agreement are included for convenience of reference only and in no way define or limit any of the provisions hereof or otherwise affect their

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construction or effect. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The name John Hancock Strategic Series is the designation of the Trustees under the Declaration of Trust dated April 16, 1986, as amended and restated from time to time. The Declaration of Trust has been filed with the Secretary of the Commonwealth of Massachusetts. The obligations of the Trust and the Fund are not personally binding upon, nor shall resort be had to the private property of, any of the Trustees, shareholders, officers, employees or agents of the Fund, but only the Fund's property shall be bound. The Trust or the Fund shall not be liable for the obligations of any other series of the Trust.

Yours very truly,

JOHN HANCOCK STRATEGIC SERIES on behalf
of John Hancock Independence Diversified
Core Equity Fund

By: _____

Title: Senior Vice President and Secretary

The foregoing contract
is hereby agreed to as
of the date hereof.

JOHN HANCOCK ADVISERS, INC.

By: _____

Title: President

JOHN HANCOCK STRATEGIC SERIES

John Hancock Independence Diversified Core Equity Fund

Sub-Investment Management Contract

Dated _____, 1995

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JOHN HANCOCK ADVISERS, INC.

Boston, Massachusetts

JOHN HANCOCK STRATEGIC SERIES
-- John Hancock Independence Diversified
Core Equity Fund
101 Huntington Avenue
Boston, Massachusetts 02199

INDEPENDENCE INVESTMENT
ASSOCIATES, INC.
53 State Street
Boston, Massachusetts 02109

Sub-Investment Management Contract

Ladies and Gentlemen:

John Hancock Strategic Series (the "Trust") has been organized as a business trust under the laws of The Commonwealth of Massachusetts to engage in the business of an investment company. The Trust's shares of beneficial interest may be classified into series, each series representing the entire undivided interest in a separate portfolio of assets. Series may be established or terminated from time to time by action of the Board of Trustees of the Trust. As of the date hereof, the Trust has two series of shares, representing interests in John Hancock Strategic Income Fund and John Hancock Independence Diversified Core Equity Fund.

The Board of Trustees of the Trust (the "Trustees") has selected John Hancock Advisers, Inc. (the "Adviser") to provide overall investment advice and management for the John Hancock Independence Diversified Core Equity Fund (the "Fund"), and to provide certain other services, under the terms and conditions provided in the Investment Management Contract, dated as of the date hereof, between the Trust, the Fund and the Adviser (the "Investment Management Contract").

The Adviser and the Trustees have selected Independence Investment Associates, Inc. (the "Sub-Adviser") to provide the Adviser and the Fund with the advice and services set forth below, and the Sub-Adviser is willing to provide such advice and services, subject to the review of the Trustees and overall supervision of the Adviser, under the terms and conditions hereinafter set forth. The Sub-Adviser hereby represents and warrants that it is registered as an investment adviser under the Investment Advisers Act of 1940, as amended. Accordingly, the Trust, on behalf of the Fund, and the Adviser agree with the Sub-Adviser as follows:

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1. Delivery of Documents. The Trust has furnished the Sub-Adviser with copies, properly certified or otherwise authenticated, of each of the following:

(a) Declaration of Trust of the Trust, dated April 16, 1986, as amended (the "Declaration of Trust");

(b) By-Laws of the Trust as in effect on the date hereof;

(c) Resolutions of the Trustees approving the form of this Agreement by and among the Adviser, the Sub-Adviser and the Trust, on behalf of the Fund;

(d) Resolutions of the Trustees selecting the Adviser as investment adviser for the Fund and approving the form of the Investment Management Contract;

(e) the Investment Management Contract;

(f) commitments, limitations and undertakings made by the Fund to state securities or "blue sky" authorities for the purpose of qualifying shares of the Fund for sale in such states;

(g) the Fund's portfolio compliance checklists; and

(h) the Fund's current Registration Statement, including the Fund's Prospectus and Statement of Additional Information.

The Trust will furnish to the Sub-Adviser from time to time copies, properly certified or otherwise authenticated, of all amendments of or supplements to the foregoing, if any.

2. Investment Services. The Sub-Adviser will use its best efforts to provide to the Fund continuing and suitable investment advice with respect to investments, consistent with the investment policies, objectives and restrictions of the Fund as set forth in the Fund's Prospectus and Statement of Additional Information. In the performance of the Sub-Adviser's duties hereunder, subject always (x) to the provisions contained in the documents delivered to the Sub-Adviser pursuant to Section 1, as each of the same may from time to time be amended or supplemented, and (y) to the limitations set forth in the Registration Statement of the Trust, on behalf of the Fund, as in effect from time to time under the Securities Act of 1933, as amended, and the Investment Company Act of 1940, as amended (the "1940 Act"), the Sub-Adviser will, at its own expense:

(a) furnish the Adviser and the Fund with advice and recommendations, consistent with the investment policies, objectives and restrictions of the Fund as set forth in the Fund's Prospectus and Statement of Additional Information, with respect to the purchase, holding and disposition of portfolio securities including, the purchase and sale of options;

(b) furnish the Adviser and the Fund with advice as to the manner in which voting rights, subscription rights, rights to consent to corporate action and any other rights pertaining to the Fund's assets shall be exercised, the Fund having the responsibility to exercise such voting and other rights;

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(c) furnish the Adviser and the Fund with research, economic and statistical data in connection with the Fund's investments and investment policies;

(d) submit such reports relating to the valuation of the Fund's securities as the Trustees may reasonably request;

(e) subject to prior consultation with the Adviser, engage in negotiations relating to the Fund's investments with issuers, investment banking firms, securities brokers or dealers and other institutions or investors;

(f) consistent with provisions of Section 7 of this Agreement, place orders for the purchase, sale or exchange of portfolio securities with brokers or dealers selected by the Adviser or the Sub-Adviser, provided that in connection with the placing of such orders and the selection of such brokers or dealers the Sub-Adviser shall seek to obtain execution and pricing within the policy guidelines determined by the Trustees and set forth in the Prospectus and Statement of Additional Information of the Fund as in effect and furnished to the Sub-Adviser from time to time;

(g) from time to time or at any time requested by the Adviser or the Trustees, make reports to the Adviser or the Trust of the Sub-Adviser's performance of the foregoing services;

(h) subject to the supervision of the Adviser, maintain all books and records with respect to the Fund's securities transactions required by the 1940 Act, and preserve such records for the periods prescribed therefor by the 1940 Act (the Sub-Adviser agrees that such records are the property of the Trust and copies will be surrendered to the Trust promptly upon request therefor);

(i) give instructions to the Fund's custodian as to deliveries of securities to and from such custodian and transfer of payment of cash for the account of the Fund, and advise the Adviser on the same day such instructions are given; and

(j) cooperate generally with the Fund and the Adviser to provide information necessary for the preparation of registration statements and periodic reports to be filed with the Securities and Exchange Commission, including Form N-1A, periodic statements, shareholder communications and proxy materials furnished to holders of shares of the Fund, filings with state "blue sky" authorities and with United States agencies responsible for tax matters, and other reports and filings of like nature.

3. Expenses Paid by the Sub-Adviser. The Sub-Adviser will pay the cost of maintaining the staff and personnel necessary for it to perform its obligations under this Agreement, the expenses of office rent, telephone, telecommunications and other facilities it is obligated to provide in order to perform the services specified in Section 2, and any other expenses incurred by it in connection with the performance of its duties hereunder.

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4. Expenses of the Fund Not Paid by the Sub-Adviser. The Sub-Adviser will not be required to pay any expenses which this Agreement does not expressly make payable by the Sub-Adviser. In particular, and without limiting the generality of the foregoing but subject to the provisions of Section 3, the Sub-Adviser will not be required to pay under this Agreement:

(a) the compensation and expenses of Trustees and of independent advisers, independent contractors, consultants, managers and other agents employed by the Trust or the Fund other than through the Sub-Adviser;

(b) legal, accounting and auditing fees and expenses of the Trust or the Fund;

(c) the fees and disbursements of custodians and depositories of the Trust or the Fund's assets, transfer agents, disbursing agents, plan agents and registrars;

(d) taxes and governmental fees assessed against the Trust or the Fund's assets and payable by the Trust or the Fund;

(e) the cost of preparing and mailing dividends, distributions, reports, notices and proxy materials to shareholders of the Trust or the Fund except that the Sub-Adviser shall bear the costs of providing the information referred to in Section 2(j) to the Adviser;

(f) brokers' commissions and underwriting fees; and

(g) the expense of periodic calculations of the net asset value of the shares of the Fund.

5. Compensation of the Sub-Adviser. For all services to be rendered, facilities furnished and expenses paid or assumed by the Sub-Adviser as herein provided for the Fund, the Adviser will pay the Sub-Adviser quarterly, in arrears, a fee at the annual rate of 55% of the investment advisory fee payable to the Adviser for the preceding 3 months.

The "average daily net assets" of the Fund shall be determined on the basis set forth in the Fund's Prospectus or otherwise consistent with the 1940 Act and the regulations promulgated thereunder. The Sub-Adviser will receive a pro rata portion of such monthly fee for any periods in which the Sub-Adviser advises the Fund less than a full month. The Fund shall not be liable to the Sub-Adviser for the Sub-Adviser's compensation hereunder. Calculations of the Sub-Adviser's fee will be based on average net asset values as provided by the Adviser.

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In addition to the foregoing, the Sub-Adviser may from time to time agree not to impose all or a portion of its fee otherwise payable hereunder (in advance of the time such fee or portion thereof would otherwise accrue) and/or undertake to pay or reimburse the Fund for all or a portion of its expenses not otherwise required to be borne or reimbursed by it. Any such fee reduction or undertaking may be discontinued or modified by the Sub-Adviser at any time.

6. Other Activities of the Sub-Adviser and Its Affiliates. Nothing herein contained shall prevent the Sub-Adviser or any associate of the Sub-Adviser from engaging in any other business or from acting as investment adviser or investment manager for any other person or entity, whether or not having investment policies or portfolios similar to the Fund's; and it is specifically understood that officers, directors and employees of the Sub-Adviser and those of its parent company, John Hancock Mutual Life Insurance Company, or other affiliates may continue to engage in providing portfolio management services and advice to other investment companies, whether or not registered, to other investment advisory clients of the Sub-Adviser or its affiliates and to said affiliates themselves.

7. Avoidance of Inconsistent Position. In connection with purchases or sales of portfolio securities for the account of the Fund, neither the Sub-Adviser nor any of its investment management subsidiaries nor any of such investment

management subsidiaries' directors, officers or employees will act as principal or agent or receive any commission, except as may be permitted by the 1940 Act and rules and regulations promulgated thereunder. The Sub-Adviser shall not knowingly recommend that the Fund purchase, sell or retain securities of any issuer in which the Sub-Adviser has a financial interest without obtaining prior approval of the Adviser prior to the execution of any such transaction.

Nothing herein contained shall limit or restrict the Sub-Adviser or any of its officers, affiliates or employees from buying, selling or trading in any securities for its or their own account or accounts. The Trust and Fund acknowledge the Sub-Adviser and its officers, affiliates, and employees, and its other clients may at any time have, acquire, increase, decrease or dispose of positions in investments which are at the same time being acquired or disposed of hereunder. The Sub-Adviser shall have no obligation to acquire with respect to the Fund, a position in any investment which the Sub-Adviser, its officers, affiliates or employees may acquire for its or their own accounts or for the account of another client, if in the sole discretion of the Sub-Adviser, it is not feasible or desirable to acquire a position in such investment on behalf of the Fund. Nothing herein contained shall prevent the Sub-Adviser from purchasing or recommending the purchase of a particular security for one or more funds or clients while other funds or clients may be selling the same security.

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8. No Partnership or Joint Venture. The Trust, the Fund, the Adviser and the Sub-Adviser are not partners of or joint venturers with each other and nothing herein shall be construed so as to make them such partners or joint venturers or impose any liability as such on any of them.

9. Name of Fund. The Trust and the Fund may use the name "Independence" or any name similar to "Independence Investment Associates, Inc." only for so long as this Agreement remains in effect. At such time as this Agreement shall no longer be in effect, the Fund will (to the extent that it lawfully can) cease to use such names or any other names indicating that the Fund is advised by or otherwise connected with the Sub-Adviser. The Fund acknowledges that it has adopted a name that includes the name "Independence" through permission of the Sub-Adviser and agrees that the Sub-Adviser reserves to itself and any successor to its business the right to grant the non-exclusive right to use the name "Independence" or any similar name to any other corporation or entity, including but not limited to any investment company of which it or any of its subsidiaries or affiliates shall be the investment adviser.

10. Limitation of Liability of Sub-Adviser. The Sub-Adviser shall not be liable for any error of judgment or mistake of law or for any loss suffered by the Trust or the Fund or the Adviser in connection with the matters to which this Agreement relates, except a loss resulting from willful misfeasance, bad faith or gross negligence on the Sub-Adviser's part in the performance of its duties or from reckless disregard by it of its obligations and duties under this Agreement. Any person, even though also employed by the Sub-Adviser, who may be

or become an employee of and paid by the Trust or the Fund shall be deemed, when acting within the scope of his employment by the Trust or the Fund, to be acting in such employment solely for the Trust or the Fund and not as the Sub-Adviser's employee or agent.

11. Duration and Termination of this Agreement. This Agreement shall remain in force until the second anniversary of the date upon which this Agreement was executed by the parties hereto, and from year to year thereafter, but only so long as such continuance is specifically approved at least annually by (a) a majority of the Trustees who are not interested persons of the Adviser, the Sub-Adviser, or (other than as Board members) of the Trust or the Fund, cast in person at a meeting called for the purpose of voting on such approval, and (b) either (i) the Trustees or (ii) a majority of the outstanding voting securities of the Fund. This Agreement may, on 60 days' written notice, be terminated at any time without the payment of any penalty by the Trust or the Fund by vote of a majority of the outstanding voting securities of the Fund, by the Trustees, the Adviser or the Sub-Adviser. Termination of this Agreement with respect to the Fund shall not be deemed to terminate or otherwise

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invalidate any provisions of any contract between the Sub-Adviser and any other series of the Trust. This Agreement shall automatically terminate in the event of its assignment or upon termination of the Investment Management Contract. In interpreting the provisions of this Section 11, the definitions contained in Section 2(a) of the 1940 Act (particularly the definitions of "assignment," "interested person" or "voting security"), shall be applied.

12. Amendment of this Agreement. No provision of this Agreement may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought, and no amendment, transfer, assignment, sale, hypothecation or pledge of this Agreement shall be effective until approved by (a) the Trustees, including a majority of the Trustees who are not interested persons of the Adviser, the Sub-Adviser, or (other than as Board members) of the Trust or the Fund, cast in person at a meeting called for the purpose of voting on such approval, and (b) a majority of the outstanding voting securities of the Fund, as defined in the 1940 Act.

13. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

14. Severability. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be deemed invalid or unenforceable in whole or in part.

15. Miscellaneous. (a) The captions in this Agreement are included for convenience of reference only and in no way define or limit any of the provisions hereof or otherwise affect their construction or effect. This

Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The name John Hancock Strategic Series is the designation of the Trustees under the Declaration of Trust dated April 16, 1986, as amended from time to time. The Declaration of Trust has been filed with the Secretary of The Commonwealth of Massachusetts. The obligations of the Trust and the Fund are not personally binding upon, nor shall resort be had to the private property of, any of the Trustees, shareholders, officers, employees or agents of the Fund, but only the Fund's property shall be

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bound. The Trust or the Fund shall not be liable for the obligations of any other series of the Trust. (b) Any information supplied by the Sub-Adviser, which is not otherwise in the public domain, in connection with the performance of its duties hereunder is to be regarded as confidential and for use only by the Fund and/or its agents, and only in connection with the Fund and its investments.

Yours very truly,

JOHN HANCOCK ADVISERS, INC.

By _____
Title: Chairman & CEO

The foregoing contract
is hereby agreed to as
of the date hereof.

JOHN HANCOCK STRATEGIC SERIES
on behalf of John Hancock
Independence Diversified
Core Equity Fund

By: _____
Title: Senior Vice President & Secretary

INDEPENDENCE INVESTMENT
ASSOCIATES, INC.

By: _____
Title: President

JOHN HANCOCK INDEPENDENCE DIVERSIFIED CORE EQUITY FUND

PROXY SOLICITATION BY THE BOARD OF TRUSTEES

The undersigned, revoking previous proxies, hereby appoint(s) Edward J. Boudreau, Jr., Thomas H. Drohan and James B. Little, with full power of substitution in each, to vote all the shares of beneficial interest of John Hancock Independence Diversified Core Equity Fund (the "Fund"), a series of John Hancock Strategic Series (the "Trust"), which the undersigned is (are) entitled to vote at the Special Meeting of Shareholders (the "Meeting") of the Fund to be held at 101 Huntington Avenue, Boston, Massachusetts, on August 31, 1995 at 9:00 a.m., Boston time, and at any adjournment of the Meeting. All powers may be exercised by a majority of said proxy holders or substitutes voting or acting, or, if only one votes and acts, then by that one. Receipt of the Proxy Statement dated August 11, 1995 is hereby acknowledged. If not revoked, this proxy shall be voted:

- (1) To approve the terms of a new Investment Management Contract for the Fund, including an increase in the fee payable by the Fund for investment advisory services.

FOR : _____ : AGAINST : _____ : ABSTAIN : _____ :

- (2) To approve the terms of a new Sub-advisory Contract for the Fund, including (at current asset levels) an increase in the fee payable by the Fund's investment adviser for investment sub-advisory services. The Fund will not pay any part of the sub-advisory fee.

FOR : _____ : AGAINST : _____ : ABSTAIN : _____ :

- (3) In the discretion of said proxy or proxies, to act upon such other matters as may properly come before the Meeting or any adjournment of the Meeting.

THIS PROXY SHALL BE VOTED IN FAVOR OF (FOR) PROPOSALS (1) AND (2) IF NO SPECIFICATION IS MADE ABOVE. AS TO ANY OTHER MATTER, SAID PROXY OR PROXIES SHALL VOTE IN ACCORDANCE WITH THEIR BEST JUDGMENT.

Date _____, 1995

Signature(s)

NOTE: Signature(s) should agree with name(s) printed herein. When signing as attorney, executor, administrator, trustee or guardian, please give your full title as such. If a corporation, please sign in full corporate name by president or other authorized officer. If a partnership, please sign in partnership name by authorized person.

PLEASE SIGN, DATE AND RETURN PROMPTLY IN ENCLOSED ENVELOPE