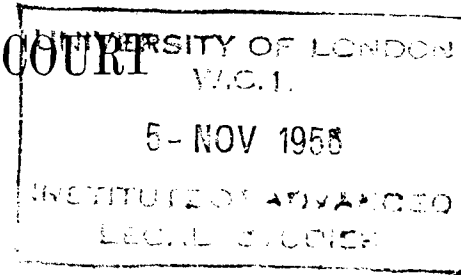


In the Privy Council.

No. 92 of 1932.

ON APPEAL FROM THE SUPREME COURT
OF THE BAHAMA ISLANDS.



BETWEEN

HIRAM WALKER AND SONS, LIMITED (*Plaintiffs*) *Appellants*

AND

CHRISTIE AND COMPANY AND CHARLES F. CHRISTIE
(*Defendants*) *Respondents*.

RECORD OF PROCEEDINGS.

INDEX OF REFERENCE.

No.	Description of Document.	Date.	Page.
1	Statement of Claim - - - - -	22nd July 1931 - -	3
2	Defence - - - - -	7th August 1931 - -	4
3	Reply - - - - -	19th October 1931 - -	6
4	Judge's Notes :— Proceedings - - - - -	16th December 1931 - -	7
	<i>Defendants' Evidence.</i>		
	Frank Holmes Christie - - - - -	16th December 1931 - -	7
	Charles Francis Christie - - - - -	16th December 1931 - -	9
	Aubrey Kenneth Solomon - - - - -	17th December 1931 - -	11
	Frank Holmes Christie (<i>recalled</i>) - - - - -	17th December 1931 - -	11

No.	Description of Document.	Date.	Page.
	<i>Plaintiffs' Evidence.</i>		
	Cyril Fane Solomon - - - - -	17th December 1931 -	11
	Robert Evelyn Fox - - - - -	17th December 1931 -	12
	Proceedings - - - - -	17th December 1931 and 15th January and 23rd February 1932.	12 12 13
5	Questions to Jury and Answers - - - - -	23rd February 1932 -	13
6	Formal Judgment with Reasons for judgment of Hon. Guy Tracey Watts, Acting Chief Justice -	23rd February 1932 -	14
7	Order granting leave to appeal to His Majesty in Council - - - - -	15th April 1932 -	17

EXHIBITS.

Ex- hibit Mark.	Description of Document.	Date.	Page.
	<i>Plaintiffs' Exhibits.</i>		
A	Promissory Note - - - - -	1st July 1930 - -	18
G	Notice in Nassau Guardian of application by Frank H. Christie for a Wholesale Liquor Licence -	14th December 1931 -	27
	<i>Defendants' Exhibits.</i>		
B	Letter : Defendants to Plaintiffs - - - - -	26th November 1930 -	18
C	Agreement between Plaintiffs, the United Traders and Charles F. Christie - - - - -	January 1931 -	20
D	Agreement between Plaintiffs and Charles F. Christie - - - - -	January 1931 -	23
E	Letter : Plaintiffs to Christie & Co. - - - - -	26th November 1930 -	19
F	Draft Bond - - - - -	- - - - -	25
H	Letter : C. F. Solomon (Appraiser) to Manager Royal Bank of Canada - - - - -	26th January 1931 -	26

ON APPEAL FROM THE SUPREME COURT
OF THE BAHAMA ISLANDS.

BETWEEN

HIRAM WALKER AND SONS, LIMITED (*Plaintiffs*) *Appellants*

AND

CHRISTIE AND COMPANY AND CHARLES F. CHRISTIE
(*Defendants*) *Respondents*.

RECORD OF PROCEEDINGS.

No. 1.

Statement of Claim.

No. 1.
Statement
of Claim,
22nd July
1931.

IN THE SUPREME COURT.

Common Law Side.

1931.

No. 86.

Between

HIRAM WALKER & SONS, LIMITED - - - - *Plaintiffs*

and

CHRISTIE & Co., and
CHARLES F. CHRISTIE - - - - *Defendants*.

10 The Plaintiffs' claim is against the Defendants, Christie and Co. as makers, and against the Defendant, Charles F. Christie as Indorser, of a Promissory Note for \$7,330.61 dated 1st July, 1930 payable to the Plaintiffs at the Royal Bank of Canada, Nassau Branch, on Demand, which said note was duly presented there for payment and has not been paid.

No. 1.
Statement
of Claim,
22nd July
1931—*con-
tinued.*

PARTICULARS.

Principal	-	-	-	-	-	\$7,330·61
Interest at 6% per annum for 1 year	-					\$439·83
Cost of remitting 1%	-	-	-	-	-	\$77·70
						\$7,848·14=£1,608 17 5

Amount due - £1,608 17 5

T. AUGUSTUS TOOTE,
Plaintiffs' Attorney.

Delivered the 22nd day of July, A.D. 1931.

No. 2.
Defence,
7th August
1931.

No. 2.
Defence.

10

The Defendants as to the Defence, say:—

1. The Defendants Christie & Co. deny that they made the Note sued on.
2. The Defendant Charles F. Christie denies that he indorsed the Note sued on.
3. In the alternative the Defendants say that if they made and indorsed the Note sued on (which they deny) after the maturity of the said Note, and whilst the Plaintiffs were the holders thereof they discharged the said Promissory Note by absolutely and unconditionally renouncing their rights against the Defendants by a letter dated the 26th day of November A.D. 1930. 20

Particulars of letter:—

The said letter was addressed to Messrs. Christie & Co. by W. S. Rainer, Vice-President of the Plaintiff Company in which the Plaintiffs and Gooderham & Worts, Ltd. accepted an offer from the Defendants dated the 26th day of November A.D. 1930.

The Defendants have been and are still ready and willing to carry out their part of the Agreement in its entirety.

4. In the alternative the Defendants say, that if they made and indorsed the Note sued on (which they deny) a written Agreement was subsequently made by letters on or about the 26th day of November A.D. 1930 between the Plaintiffs and Gooderham & Worts, Ltd. and the Defendants wherein it was agreed that the Plaintiffs would unconditionally return the Promissory Note sued on to the Defendants Christie & Co. upon Christie & Co. paying the sum of \$5,000 in Canadian Currency and upon the Defendant Charles F. Christie executing and delivering to the Plaintiffs and Gooderham & Worts, Ltd. certain Real Estate, upon which there was and is a Bonded Warehouse and Wholesale Liquor Licensed premises, for the consideration of \$15,000 in Canadian Currency. 30 40

This Agreement by the letters referred to was further confirmed by the Plaintiffs and Gooderham & Worts, Ltd. in a document embodying the terms of the Agreement. This document was accordingly done and formally executed by the Defendants at the request of the Plaintiffs and Gooderham & Worts, Ltd. in the month of January A.D. 1931.

No. 2.
Defence,
7th August
1931—con-
tinued.

It was therefore agreed that this Agreement should be and the same was absolutely accepted in discharge of the alleged cause of Action under the Promissory Note.

The Defendants were always ready and willing, and are still ready and
10 willing to carry out their part of the Agreement in its entirety.

5. In the alternative, the Defendants say that after the accruing of the Plaintiffs claim, the Plaintiffs and Gooderham and Worts, Ltd. and the Defendants entered into the Agreement dated the 26th day of November, A.D. 1930 and referred to in paragraphs 3 and 4 of this Statement of Defence, and the Defendants executed and delivered to the Plaintiffs and Gooderham & Worts, Ltd. and the Plaintiffs and Gooderham & Worts, Ltd. accepted and received from them an Agreement dated in January A.D. 1931 and constituting a higher security whereby the Defendants covenanted with the Plaintiffs and Gooderham & Worts, Ltd. to pay the debt sued for to the
20 Plaintiffs in the following manner:—

(a) \$5,000 in Cash in Canadian Currency.

(b) Conveyance in Fee Simple of certain Real Estate whereon is situated a Bonded Warehouse and Wholesale Liquor Licensed premises for the consideration of \$15,000 in Canadian Currency.

(c) The balance by certain trading allowances and discounts.

The Defendants say that the Plaintiffs claim is thereby merged and extinguished.

6. In the alternative the Defendants state that by reason of the Agreements referred to in paragraphs 3, 4 and 5 of this Statement of Defence, the
30 terms of which they have always been and are still ready and willing to carry out in their entirety, they are exonerated and discharged by the Plaintiffs from any cause of Action under the said Promissory Note before breach.

Particulars are as follows:—

An Agreement and arrangement between the Plaintiffs and Gooderham & Worts, Ltd. and the Defendants made by letter from the Defendants to the Plaintiffs and Gooderham & Worts, Ltd. and answer of the Plaintiffs and Gooderham & Worts, Ltd. dated the
40 26th day of November A.D. 1930.

And a formal agreement between the Plaintiffs and Gooderham & Worts, Ltd., and the Defendants signed by the Defendants at the request of the Plaintiffs and Gooderham & Worts, Ltd. and dated January A.D. 1931.

COUNTERCLAIM.

The Defendants repeat paragraphs 1 to 6, both inclusive of the Defence, and claim that by reason of the premises and in pursuance of the Agreements

No. 2.
Defence,
7th August
1931—con-
tinued.

above recited and executed in the form and manner as directed by the Plaintiffs.

- (a) To have the said Agreements specifically performed.
- (b) To have the Promissory Note sued on delivered up and cancelled.
- (c) To have it declared that the Defendants are entitled to have the Promissory Note delivered up to them.
- (d) Further, or in the alternative, damages.

A. F. ADDERLEY,
Attorney for the Defendants, 10
Nassau, Bahamas.

Filed the 7th day of August, 1931.

No. 3.

Reply.

No. 3.
Reply,
19th Octo-
ber 1931.

The Plaintiffs as to the Defence of the Defendants say that :—

1. They join issue.
2. The Promissory Note was given by the Defendant Company and indorsed by the Defendant Charles F. Christie to replace all past due acceptances in favour of the Plaintiffs by the Defendants, which past due acceptances were held by the Royal Bank of Canada (Nassau Branch). 20
3. The letters of the 26th day of November 1930 setting out the terms of the alleged agreements referred to in paragraphs 3, 4, 5 and 6 of the Defence contained three conditions, one of which was that the sum of \$15000.00 named by the Defendants for certain Real Estate whereon is situated a Bonded Warehouse the property of the Defendant Charles F. Christie was a fair valuation or price. The said conditions were not complied with. The said valuation or price was not fair and was not accepted by the Plaintiffs and no transfer or Conveyance in fee simple of the said Real Estate and Bonded Warehouse has been drawn approved or accepted. 30

The Plaintiffs as to the counterclaim say that :—

4. They deny specifically each and every allegation in paragraphs 1 to 6 both inclusive of the Defence and repeated in the Counterclaim.
5. They repeat the statements made in the above paragraphs 2 to 3 of the Reply.
6. They deny that the Defendants are entitled :—
 - (a) To have the alleged agreements specifically performed.
 - (b) To cancellation and delivery up of the Promissory Note referred to in paragraph 1 of the Statement of Claim, unless and until the amount claimed in the Statement of Claim is paid to the 40

Plaintiffs by the Defendant Company and or by the Defendant Charles F. Christie.

No. 3.
Reply,
19th October 1931—
continued.

(c) To have it declared that the Defendants are entitled to have the promissory note delivered up to them.

T. AUGUSTUS TOOTE,
Plaintiffs' Attorney.

Delivered the 19th day of October, A.D. 1931.

No. 4.
Judge's Notes.

No. 4.
Judge's
Notes.
—
Proceedings.

10 Wednesday, December 16th, 1931.

No. 86/1931

Between

HIRAM WALKER & SONS, LTD. - - - - - *Plaintiffs*

v.

CHRISTIE & Co., and CHARLES F. CHRISTIE - - - *Defendants.*

Claim £1608. 17. 5. Promissory note.
Malcolm & Toote for Plaintiffs.
Callender & Adderley for Defendants.

SPECIAL JURY SWORN

(names omitted).

20

Toote opens pleadings.
Malcolm opens.
P.N. admitted. Non-payment admitted. Ex. A. —
Callender contends he now has right to reply.
Roscoe's Nisi Prius, 18th Edn. 1st vol. p. 284.
Odgers on Pleading. 8th Edn. p. 322.
The Court reserves the point until after hearing the evidence.
Callender opens for Defence.

FRANK HOLMES CHRISTIE duly sworn :

Defendants'
Evidence.

30

I am a partner in and manager of the firm of Christie & Co.
The firm carried on business with Plaintiffs for a period of three years.
We found in the Spring of 1930 that we were getting into financial difficulties.

Frank
Holmes
Christie.
Examina-
tion.

I told their Agent so.
I went to Toronto to discuss the situation.
This was in June 1930.
We talked over the situation.
I suggested that if they wanted us to continue as their selling agent,
they would have to make us further advances.

40

And that outstanding acceptances should be merged into one note.
I returned to Nassau.
Plaintiffs agreed to accept a single note.
The note was given in July 1930.

No. 4.
Judge's
Notes.
—
Defendants'
Evidence.
—
Frank
Holmes
Christie.
Examina-
tion—con-
tinued.

They gave us further credits.

This arrangement continued until September.

Plaintiffs increased our credit.

I went again to Canada in Oct.

I put forward proposals in writing.

The letter produced dated Nov. 26th 1930 is a copy of the letter I wrote.

Ex. B.

I received a reply.

I produce the letter, dated Nov. 26th 1930.

My offer was made to Plaintiffs and to Gooderham & Worts. 10

(Malcolm objects to the letter being put in.)

(Objection upheld.)

I returned to Nassau.

In Dec. I found there was a technical flaw in the title to the bonded warehouse.

I was present when 2nd Defendant signed an agreement under seal.

I produce copy of agreement in the absence of the original. Ex. C. dated Jan. 1931.

A second agreement was signed by 2nd Defendant on the same day. It was a bonded licence agreement. 20

I produce copy of agreement Ex. D.

There was an agreement over the wholesale liquor licences in the name of F. J. Christie.

I know his handwriting.

I produce the agreement.

The agreement was never delivered to Plaintiffs.

It was executed by 2nd Defendant.

Before the agreements were signed a flaw was discovered as to the title to the warehouse.

An extension of time was agreed upon. 30

The whole negotiation was postponed till July 1931.

Plaintiffs asked for a guarantee from the Royal Bank of Canada of \$15,000.

The bond was prepared.

I discussed the matter with Rainer.

The arrangement was ultimately approved.

A representative of Plaintiffs came to Nassau. |

I had a conversation with him.

He inspected the warehouse.

This was before the agreements had been prepared. 40

This was on the 7th Jan. 1931.

He came on the 9th Jan. 1931.

The agreements were signed on the 11th or 12th Jan. 1931.

The Company was always prepared and is prepared to carry out the agreement.

We offered to devote ourselves exclusively to the sale of the Plaintiff's products.

Plaintiffs were anxious to get the warehouse.

CROSS-EXAMINED BY MALCOLM.

I and 2nd Defendant composed the firm.
 I did not put in any money.
 2nd Defendant signed the firm's name on the P. N.
 Plaintiffs gave us further advances.
 I addressed the letter to two distinct firms.
 We gave two separate promissory notes.
 I suggested the warehouse was worth \$15,000.
 I never had it independently valued.
 10 The warehouse was insured for £1,500.
 Gooderham & Worts put in their letter of Nov. 1930 that they were acting on the assumption that the valuation was a fair one.
 The \$5,000 in cash has not been paid.
 Charles F. Christie & G. T. Knowles were to be the sureties.
 I do not know if it has been signed.
 I am applying for the licence.
 Mr. Berkeley inspected the warehouse.
 The value of the property is worth \$15,000.
 Our relations ceased to be satisfactory in Dec. 1930.
 20 Before the date of my letter I had heard about the formation of the pool.

No. 4.
Judge's
Notes.Defendants'
Evidence.Frank
Holmes
Christie
Cross-exa-
mination.

RE-EXAMINED BY CALLENDER.

The notes were given separately on account of the two sales offices.
 The valuation of the property was based upon its storage capacity.
 The letter shown to me is one I received from Gooderham & Worts.
 Ex. E.
 (Malcolm objects to admission of letter. Objection over-ruled.)
 I went to them to make a settlement.
 The agreement was either for delivery of the titles or the bond to pay
 30 for the \$15,000.
 (*This witness was recalled, see p. 11.*)

Re-exa-
mination.

CHARLES FRANCIS CHRISTIE duly sworn :

I am the financial partner in the Defendant firm.
 Last witness was manager.
 In June I met him in Toronto.
 I was present at the discussions.
 It was arranged that past acceptances should be consolidated into
 two notes.
 There were two different offices of one firm.
 40 They arranged to give us certain credit.
 In Nov. last witness went to Montreal.
 I sent a cable to Gooderham & Worts or to Hiram Walker or to both.
 I saw a letter dated Nov. 26th from last witness.

Charles
Francis
Christie.
Examina-
tion.

No. 4.
Judge's
Notes.
—
Defendants'
Evidence.
—
Charles
Francis
Christie.
Examina-
tion—con-
tinued.

I saw the reply from Gooderham & Worts.
I deposited the deeds of the warehouse with Langley.
Langley told me he had found a flaw in the title.
I sent last witness to arrange a guarantee for \$15,000 in default of
title deeds.
I heard from Langley that the proposal was accepted.
He drew up two documents which I executed.
I saw G. T. Knowles and the Bank.
The guarantee was satisfactory to Mr. Berkley.
A third document relating to the wholesale liquor licence was prepared 10
to be signed by my uncle in whose name the licence then was.
We did not pay the \$5,000 as we were waiting for the documents
back from Plaintiffs and Gooderham & Worts.
As far as I know the documents were never returned from Canada.
I was always prepared to carry out the agreement.
Nothing was written to me by Plaintiffs suggesting that the price
agreed upon in respect of the warehouse was unfair.

Cross-exa-
mination.

CROSS-EXAMINED BY MALCOLM.

A part of my mother's estate I invested in the business as her Trustee.
I did not account to my mother. 20
I consented to judgment from my mother in Aug. 1931.
In 1927 I transferred to my mother property on the South side of the
Hotel.
I never had a letter from Plaintiffs objecting to the value of the land.
I have no letter from Hiram Walker accepting my proposals.
Christie & Co. are not parties to the agreements.
Langley told me that the documents were to be returned before the
money was paid.
I am ready to pay the \$5,000.
I undertook to give them a bond from the Royal Bank of Canada 30
guaranteeing delivery of title within a certain date, or the payment to
them by the Bank of \$15,000.
I arranged with Bank for the bond to be drawn.
Mr. Berkeley had approved the bond on behalf of the Plaintiffs.
I have not signed it.
G. T. Knowles has not signed it.
The title deeds to the house have not been forthcoming.
The transfer of the liquor licence was never sent.

Re-exa-
mination.

RE-EXAMINED BY CALLENDER.

My mother has never been a partner in the firm.

Thursday, December 17th, 1931.

AUBREY KENNETH SOLOMON duly sworn :—

I know Defendants.

I was instructed by the Royal Bank of Canada to prepare a bond either at the end of last year or beginning of this.

The document produced is in Mr. Fox's handwriting.

2nd Defendant confirmed the instructions.

I drew up the bond in draft.

I revised it and made certain corrections.

10 I received no instructions that the agreements had been completed.

I produce draft bond. Ex. F.

CROSS-EXAMINED BY MALCOLM.

I consider I was acting for Mr. Christie.

NO RE-EXAMINATION.

FRANK HOLMES CHRISTIE (recalled).

CROSS-EXAMINED BY MALCOLM.

I made application for a licence about 5 weeks ago.

Application produced.

RE-EXAMINED BY ADDERLEY.

20 I applied for the licence to carry out the terms of the agreement.

I signed the application after my uncle's death.

CYRIL FANE SOLOMON duly sworn :—

I am Government appraiser of property.

In the early part of the year I appraised the property in question at the request of Mr. Fox.

I produce my appraisalment ~~£1250.~~

In my opinion the value has not altered.

I produce my appraisalment. Ex. H.

CROSS-EXAMINED BY CALLENDER.

30 I did not go inside.

I could judge the capacity from the outside.

I did not see a large rain-water tank.

I valued it as a piece of real estate.

I have a slight idea of the value of a bonded warehouse.

I valued it as a bonded warehouse.

RE-EXAMINED BY MALCOLM.

RE-CROSS-EXAMINED BY CALLENDER.

There would be a considerable saving if a firm had a bonded warehouse in this Colony.

No. 4.
Judge's
Notes.

Defendants'
Evidence.

Aubrey
Kenneth
Solomon.
Examina-
tion.

Cross-exa-
mination.

Frank
Holmes
Christie
(recalled).
Cross-exa-
mination.

Re-exa-
mination.

Plaintiffs'
Evidence.

Cyril Fane
Solomon.
Examina-
tion.

Cross-exa-
mination.

Re-exa-
mination.
Re-cross-
examina-
tion.

No. 4.
Judge's
Notes.

ROBERT EVELYN FOX duly sworn :—

I am manager of the Royal Bank of Canada in Nassau.

In Jan. I requested last witness to make a valuation.

He did so.

I was acting on behalf either of Plaintiffs or Gooderham & Worts.

Charles Christie approached me about a guarantee.

He agreed to furnish additional security in the form of his own residence.

I did not see the title deeds.

I gave instructions to Kenneth Solomon.

I was never asked for the guarantee.

It was before the house met.

I was acting for Gooderham & Worts.

10

Plaintiffs'
Evidence.

Robert
Evelyn Fox.
Examina-
tion.

Cross-exa-
mination.

CROSS-EXAMINED BY CALLENDER.

I can't remember if Christie brought anyone with him.

I did not see the agreement.

NO RE-EXAMINATION.

Proceedings.

On the right of reply Malcolm contends that on the authority of *Seward and Leggatt* 7 C. & P. 613 deals only with the right to begin (he has the right having tendered the note in evidence) and that the right to begin confers the right to reply, and that the case cited does not deprive him of the right to reply.

CALLENDER IN REPLY.

The giving of the evidence is really the beginning of the case.

The Court decides that Defendant's Counsel has the right of reply.

Malcolm addresses the Jury on behalf of the Plaintiffs.

Callender addresses the Jury on behalf of the Defendants.

Mr. Malcolm requests that the following question be left to the Jury :

“ Is \$15,000 a fair price for the land in question ? ”

The Court refuses to leave this question to the Jury on the ground that the Jury would thereby be made the valuers of the property.

30

Friday, January 15th 1932.

Malcolm, K.C., for Plaintiffs.

The findings of the jury do not go to the Defence.

Accord and satisfaction.

Not sufficient for the jury to find that the Defendants were always ready and willing.

You must have acceptance of the satisfaction by Plaintiffs.

The Defendants could not have been ready to convey until the 8th Aug. 1931.

Never tendered the \$5,000.

The bond was never executed.

Halsbury vol. 7 p. 443, para. 9.

No conveyance was ever prepared.

40

Halsbury vol. 7, p. 447.

There was no novation.

Collingbourne v. Mantell 8. L. J. (1839) Ex. 251.

Bailey v. Homan.

Hardman v. Billhouse 11 L.J. (1842) 135.

Callender contra.

The writ was issued in May and did not give us an opportunity of doing what we undertook to do under the Contract.

The Defendants did not plead accord and satisfaction.

10 Bullen & Leake 6th Edn. 568. 755.

There was rescission of the old contract.

Halsbury Vol. 7, p. 348, para. 719.

Smith v. Hughes (1879) Q.B. 597.

Household Fire Insurance Co. v. Grant, 4 Ex. Div. (1879), p. 219.

Henthorne v. Frazer. (1892) 2 Ch. p. 27.

Malcolm in reply.

Halsbury Vol. 7 p. 348.

There was never any acceptance by the Plaintiffs.

C. A. V.

20

G. TRACEY WATTS,

Ag. C.J.

Tuesday, February 23rd, 1932.

Judgment for Defendants with costs.

Stay of execution for 14 days.

G. TRACEY WATTS,

Ag. C.J.

No. 5.

Questions to Jury and Answers.

30 1. Have the Defendants, or either of them, been ready and willing, at all times since the month of January, 1931, to perform their part of the agreement (Ex.D.) in respect of :—

(a) the payment to the Plaintiffs of the sum of \$5,000·00.

Yes.

(b) the sale to the Plaintiffs of the Bonded Warehouse referred to in the said agreement.

Yes.

(c) the transfer to the Plaintiffs of the Wholesale Liquor License, then standing in the name of the late Frederick James Christie.

Yes.

40 (d) the undertaking to hold in trust for the Plaintiffs the Bonding License ?

Yes.

No. 4.
Judge's
Notes.

Proceedings
—continued.

No. 5.
Questions to
Jury and
Answers,
23rd Febru-
ary 1932.

No. 5.
Questions to
Jury and
Answers,
23rd Febru-
ary 1932—
continued.

2. Did the Defendants, or either of them, take all necessary action to vest the Bonded Warehouse in the Plaintiffs on or before July 1st, 1931?

Yes.

3. Did the Defendants, or either of them, arrange for the Royal Bank of Canada to guarantee to the Plaintiffs that in the event of the Defendant, Charles F. Christie, being unable to supply good title to the Bonded Warehouse, on or before July, 1931, the Bank would pay to the Plaintiffs the sum of \$15,000·00?

Yes.

4. Did the Plaintiffs at any time before action brought intimate to the Defendants, or either of them, that the valuation of \$15,000·00 for the Bonded Warehouse was not a fair valuation?

No.

B. E. JOHNSTONE,

Foreman.

No. 6.
Formal
Judgment,
with
Reasons for
Judgment,
23rd Febru-
ary 1932.

No. 6.

Formal Judgment with Reasons for Judgment.

BAHAMA ISLANDS,

IN THE SUPREME COURT.

Common Law Side.

1931

No. 86. 20

Between

HIRAM WALKER & SONS, LIMITED - - - - - *Plaintiffs*

and

CHRISTIE & Co. and CHARLES F. CHRISTIE - - - - - *Defendants.*

Dated the 23rd day of February A.D. 1932.

G. T. W.
24.3.32.

This Action having on the 16th and 17th days of December A.D. 1931 been tried before His Honour Guy Tracey Watts, Acting Chief Justice, and a Special Jury, which Special Jury returned answers to certain questions submitted to them with the concurrence of all parties to this Action, and Legal Arguments having been heard on the 15th day of January A.D. 1932 by the said Acting Chief Justice, and the said Acting Chief Justice on the 23rd day of February having Ordered that Judgment be entered for the Defendants as follows :—

“ In this case the Plaintiffs sue the Defendants for the sum of £1,608 17s. 5d., the equivalent of \$7,848.14 in the currency of the Dominion of Canada upon a Promissory Note made by the Defendant, Christie & Co., and endorsed by the Defendant, Charles F. Christie. This action was tried before a Special Jury on the 16th of December last, and with the concurrence of learned counsel for all parties, certain questions were submitted to the jury to which

answers were returned, and upon which legal argument subsequently followed. Strictly speaking it was not necessary to the disposal of this issue that some of these questions should have been submitted to the jury; but in view of other pending litigation it was doubtless as well that they should have been fully dealt with.

10 "That the first-named Defendant made the note sued upon, and that the 2nd named Defendant endorsed the same, are not matters in dispute. The note is made payable on demand, and is stated on the face of it to bear interest at 6 per cent. per annum until paid. Again it is not in dispute between the parties that this note has never been met. What the Defendants say is that before any demand for payment was made upon them, a fresh agreement had been entered into between themselves and the Plaintiffs, which superseded their original liability on the note in question.

20 "The Plaintiffs first contention is that with regard to this substituted agreement there was never any accord and satisfaction between the parties. I agree. Accord and satisfaction has in law no existence until after a breach of an agreement has been committed and there is nothing before me in this case to show that the Defendants or either of them had ever committed a breach of the original agreement—which was to effect payment on demand. There was never any demand by the Plaintiffs for payment, unless the issue of their writ in May 1931 can be regarded as a demand. I do not pause to consider this point, however, because it has not been taken by the Plaintiffs. The Plaintiffs have fought this action upon two grounds, and upon two grounds only. First of all they say that even if there was a substituted agreement, the Defendants were never ready and willing to carry out their part of it, and secondly that the Defendants misrepresented the value of the substituted security which they were offering, and which was to supersede the amount of the original security. In my judgment, having regard to the answers returned by the jury, both points fail. The jury have found specifically that the Defendants were at all material times ready and willing to carry out every term of their part of the substituted agreement. This disposes of the Plaintiffs' first contention. As to their second, the jury have found that the Plaintiffs never at any time before action brought expressed objection to the Defendants valuation of the bonded warehouse, which was the main, though not the only, issue to which Mr. Malcolm directed his able cross-examination. I may add that the evidence amply supported this finding by the jury.

30

40

"The Plaintiffs last contention is that there was no novation of the original agreement because there was nothing in the evidence to show whether the Plaintiffs had ever executed the documents which, if I remember rightly, were referred to at the trial for the sake of convenience, as the principal and the subsidiary agreements. There was not. But to my mind, it is a somewhat astonishing

No. 6.
Formal
Judgment,
with
Reasons for
Judgment,
23rd Febru-
ary 1932—
continued.

No. 6.
 Formal
 Judgment,
 with
 Reasons for
 Judgment,
 23rd Febru-
 ary 1932—
continued.

contention, for the Plaintiffs to come forward and assert that by reason of their failure, neglect or refusal, to execute the documents which embodied the terms of the substituted agreement—therefore the substituted agreement becomes *ipso facto* voidable or void (I am not quite clear, and I did not gather that the Plaintiffs' learned counsel was quite clear as to which), and that they are consequently entitled to sue upon the original agreement. In my judgment, however, the question whether these documents, which are dated January 1931, were ever executed by the Plaintiffs or not is immaterial. As I have said, these documents were intended simply to embody the terms of the substituted agreement; but the actual novation—and I am satisfied upon the evidence that there was an actual novation—took place in the preceding November, at an interview between the Defendants' and the Plaintiffs' representatives, and is evidenced by the letter of the 26th November from Messrs. Gooderham & Worts to the Defendants' Company in the course of which they state 'The proposal you made regarding the settlement of your debt to us and Hiram Walker & Sons, Ltd., is acceptable to us.' To my mind this constitutes an unqualified acceptance, and a novation of the original agreement. 10

"In these circumstances the Defendants' original liability became merged and extinguished in the subsequent agreement of November 1930, and I give judgment for them accordingly together with the taxed costs of suit." 20

It is this day adjudged that judgment be entered for the Defendants with costs to be taxed.

Dated the 26th day of March A.D. 1932.

By Order of the Court.

ISABEL BUTLER.

(SEAL)

Acting Registrar.

30

No. 7.

Order granting leave to appeal to His Majesty in Council.

IN THE SUPREME COURT.
(Common Law Side.)

No. 7.
Order
granting
leave to
appeal to
His Majesty
in Council,
15th April
1932.

1931.
No. 86.

Between

HIRAM WALKER & SONS, LIMITED - - - - - *Plaintiffs*

and

CHRISTIE & Co. and CHARLES F. CHRISTIE - - - - - *Defendants.*

10 Upon hearing the Honourable Harcourt Malcolm, K.C., and Mr. T. Augustus Toote of Counsel for the Plaintiffs and Appellants, Hiram Walker & Sons, Limited, and Mr. W. E. S. Callender and Mr. A. F. Adderley of Counsel for the Defendants and Respondents, Christie & Co., and Charles F. Christie.

20 IT IS ORDERED that leave be granted to the said Appellants for permission to appeal to His Majesty in his Privy Council against the Rulings, Direction, Judgment and Order of this Honourable Court dated the 23rd day of February, A.D. 1932, upon a Bond being given by the Royal Bank of Canada (Nassau Branch) on behalf of the Appellants as security to the extent of Three hundred Pounds for any costs which might be awarded to the Respondents by His Majesty in Council.

AND IT IS FURTHER ORDERED that during the pending of the Appeal execution will be stayed and suspended.

Dated the 15th day of April, A.D. 1932.

By Order of the Court,

(Sd.) F. A. C. DUNCOMBE,
Ag. Asst. Registrar.

Exhibits.

EXHIBITS.

A.
Promissory
Note,
1st July
1930.

THE ROYAL BANK
OF CANADA
Incorporated 1869

\$7,330.61 Due Nassau, Bahamas, July 1, 1930.
ON DEMAND ~~after date~~ I promise to pay to
the order of HIRAM WALKER & SONS, LIMITED, Walkerville,
Ontario, Seven thousand three hundred and thirty 61/100
Dollars at THE ROYAL BANK OF CANADA, Nassau
value received with interest at 6 per cent. per annum until paid.
CHRISTIE & CO.
No. P.D.C. 3202.
221.69.

10

Endorsement.

EXHIBIT A.

CHARLES F. CHRISTIE.

Mar. 30, 1931.
Apr. 15, 1931.
Apr. 30, 1931.
May 15, 1931.

B.—Letter Defendants to Plaintiffs.

B.
Letter
Defendants
to Plaintiffs,
26th Nov-
ember 1930.

Montreal,
Que.,
Nov. 26th, 1930.

20

Messrs. Hiram Walker & Sons, Limited,
&
Messrs. Gooderham & Worts, Limited.
1448, Peel Street,
Montreal, Que.

Dear Sirs,

With regard to our conversation on the 25th instant re the settlement
of our debt to you amounting to approximately \$26,000.00, we beg to
make the following proposals for your consideration :—

30

1. The Bonded Warehouse of Christie & Company, owned by
Mr. Charles F. Christie, be transferred in fee simple for the sum of
Fifteen Thousand (\$15,000.00) Dollars. The Deeds to be accom-
panied by necessary letters giving your Companies control of Bonded
Licence and Wholesale Liquor Licence (These Licenses are in

connection with the aforementioned Warehouse), it being also agreed that the holders of the Licenses are obliged to renew them for your benefit as and when necessary; Christie & Company to pay your firms a further sum of \$5,000.00 in cash, and you in turn agree to retire the notes which you hold for the debt.

Exhibits.

B.

Letter Defendants to Plaintiffs, 26th November 1930 —continued.

10

2. The balance of this debt to be liquidated by allowing us One Dollar per case on our future business with your firm. This arrangement will be subject to suspension during any period when the prices of your goods are \$7.50 for quarts and \$8.00 for pints or lower, but to resume the allowance when these prices are increased. When our debt has been paid this arrangement, of course, ceases.

3. Christie & Company agree to devote full energies to the sale of your products and other agency lines of Gooderham & Worts, Limited, and Hiram Walker & Sons, Limited, and Christie & Company are to continue their present trading arrangements with The Trading Company Limited, of Nassau, as long as possible, with the purpose in view of enabling The Trading Company, Limited, to pay its indebtedness to your firms.

20

All goods that you may allow us on consignment shall be subject to the terms of payment and security as stated in paragraph Number 2 of your letter to your Agent, Mr. A. C. Hunter, dated October 25th, 1930.

Trusting you will give this matter your earnest and prompt attention, we remain,

Yours faithfully,

CHRISTIE & COMPANY,

Per F. H. C.

F.C.K.C.

E.—Letter Plaintiffs to Christie & Co.

30

Gooderham & Worts, Limited,
Distillers, Maltsters & Millers,
Established 1832.
Montreal Office,
1448 Peel Street,
Montreal,
Canada.

E.
Letter Plaintiffs to Christie & Co., 26th November 1930.

Nov. 26th, 1930.

Messrs. Christie & Company,
Nassau,
Bahamas.

Dear Sirs,

40

We are in receipt of your letter of to-day's date. The proposal you made regarding the settlement of your debt to us and Hiram Walker & Sons, Limited, is acceptable to us, with the under-

Handwritten initials and scribbles.

Exhibits.
—
E.
Letter
Plaintiffs
to Christie
& Co.,
26th Nov-
ember 1930
—continued.

standing, however, that your debt will not be considered liquidated until you have sold enough of the products of this firm and Hiram Walker & Sons, Limited, on the basis you propose, to clear the balance of the whole debt. We are further assuming that the amount paid for Mr. Charles F. Christie's Bonded Warehouse is a fair price.

The cash payment of \$5,000.00 is to be paid and the title deeds of the Bonded Warehouse delivered, on the Bank in Nassau handing you the note given for your debt.

You will, of course, exercise every effort to enable us to collect the debt owing us by The Trading Company. 10

This arrangement is a private one between us and is not to be divulged to other parties.

Yours faithfully,

GOODERHAM & WORTS, LIMITED,

Per W. S. RAINER,
Vice-President.

C.
Agreement
between
Plaintiffs,
The United
Traders
Limited
and Charles
F. Christie,
January
1931.

C.—Agreement between Plaintiffs The United Traders Limited and Charles F. Christie.

This Agreement made between Hiram Walker—Gooderham Worts Ltd. (A Company incorporated under the Laws of Canada and trading therein) 20 with a registered office at Walkerville, Ontario, Canada (hereinafter called the "Creditors" which expression shall where the context so admits, include their legal representatives and assigns) of the first part

and

The United Traders Limited of the City of Nassau, Bahama Islands (A Company incorporated under the Laws of and trading in the Bahama Islands), of the second part;

and

Charles F. Christy of the City of Nassau aforesaid (hereinafter called the "Debtor" which expression shall, when the context so admits, include his heirs legal representatives and assigns) of the third part. 30

WHEREAS the debtor was indebted to the creditors for goods supplied in the sum of \$26,888.86 principal and \$813.23 interest on the 1st January 1931—such sum being made up of \$19558.25 principal and \$591.54 interest on one promissory note and \$7330.61 principal and \$221.69 interest on another promissory note now lodged in the Royal Bank of Canada, Nassau together with interest accruing on the said principal until the date of repayment and has by a collateral agreement made provision for the repayment of such debt under the conditions contained in the said 40 collateral agreements.

AND WHEREAS one of the conditions of the said collateral agreements is that the debtor shall convey to the assignees at the direction of the creditors (at present thought to be The United Traders Limited aforesaid and hereinafter called The " assignees ") the lot of land premises more particularly described in schedule one hereof in consideration of the creditors accepting such property as payment of \$15000.00 in Canadian Currency of the debt due from the debtor to the creditors.

Exhibits.
 —
 C.
 Agreement
 between
 Plaintiffs,
 The United
 Traders
 Limited
 and Charles
 F. Christie,
 January
 1931—con-
 tinued.

10 AND WHEREAS the said property was vested in a company registered under the laws of the Bahama Islands and bearing title G. F. Christy & Co. Ltd. (hereinafter called the " defunct company ") which said company was struck off the Register of Companies of the Bahama Islands on the 14th June 1926 under the provisions of Statutes of the Bahama Islands Chapter 84 Defunct Companies Act.

AND WHEREAS it is necessary to apply to the legislature of the Bahama Islands by way of Private Act to obtain the revesting of the said property in the debtor—as administrator of the estate of the late G. F. Christy deceased—to whom the said property is reputed to have belonged as principal shareholder of the defunct company—and which said action cannot be consummated before approximately the 1st July 1931.

20 AND WHEREAS the creditors have agreed with the debtor—*inter alia* to accept this agreement of sale to them of the said property, subject to certain guarantees to be given by the Royal Bank of Canada and other provisions hereinafter contained at the price of fifteen thousand dollars in Canadian currency provided that the debtor shall take all necessary action to clear the title of the said property and carry out the provisions of all collateral contracts connected with the said debt due from the debtor to the creditors and provided also that should any breach of this or any collateral contract on the part of the debtor not accepted by the creditors in writing arise then this and all such other
 30 collateral agreements shall become null and void as from the dates of execution of same.

NOW THIS AGREEMENT WITNESSETH.

1. The debtor agrees to sell and the creditors agree to buy the unencumbered fee simple in possession of the premises described in the Schedule hereto at the price of \$15,000.00 in Canadian currency such sum being treated as repayment of a larger debt of principal and interest due from the debtor to the creditors which said debt as recited above the debtor hereby acknowledges.

40 2. The debtor agrees to take all necessary action to obtain a revesting of the said property from the Bahamian Government (hereinafter called the " Government ") and bear all expenses incidental thereto including rent, if any, charged by the said Government during the period the said property remains vested, as at present, in the Treasurer of the Bahama Islands.

Exhibits.
C.
Agreement
between
Plaintiffs
The United
Traders
Limited
and Charles
F. Christie,
January
1931—con-
tinued.

3. The debtor shall give the creditors possession of the said property from the date of the completion of these presents in so far as he is able so to do and shall use his best endeavours and take all action possible to ensure that the creditors shall be placed in such possession of the said property during the period required to make good the title of the defunct company, or its assigns, to the said property.

4. The debtor agrees, if and when the necessary enactment of the legislature has been passed and received the Royal Assent to take all action necessary to vest the said property in the creditors in fee simple free from incumbrances or the assignees or such other person or persons whom the creditors and or the assignees shall direct. 10

5. The debtor agrees that in the event of any building erected on the said property being destroyed by any Act of God, this agreement shall become null and void *ab initio*, provided that the debtor may keep such building insured against such risks at his expenses and provided also that the creditors agree to accept responsibility for any loss arising through the negligent act of any person or persons employed by them during such time as the said property is under their control and possession.

6. The creditors and debtor mutually agree that the creditors may at any time rescind this agreement in the event of the debtor failing to provide title to the said premises acceptable to the creditors at their entire discretion and in such event the creditors shall not be responsible for any expenses incurred by the debtor in connection with this whole transaction. 20

The seal of the above named creditors was affixed hereto in the presence of.....AND THE SAID..... signed and the Secretary countersigned these presents upon the.....day of January 1931.

.....
.....
Secretary. 30

The Seal of the above named assignees was affixed hereto in the presence of.....and the said..... signed and the Secretary countersigned these presents upon the.....day of January 1931.

.....
.....
Secretary.

SCHEDULE ONE HERETO.

All that lot of land situate in the Eastern District of the Island of New Providence one of the Bahama Islands, together with all buildings and hereditaments erected thereon, bounded Northwardly by the grounds of the Bahamas General Hospital and running thereon one hundred and 40

sixty five feet (165) and six inches (6) on the West partly by the land reputed to be owned by the Bahamas General Hospital Board and partly by land of Thomas Lynch and running on the two properties one hundred and ninety-nine feet six inches (199' 6") on the south by the land of the late G. F. Christie and running thereon one hundred and forty seven feet eight inches and on the East by the land of Harold E. M. Johnson and running thereon one hundred and forty-eight feet and six inches which said lot of land is more particularly delineated and set out in a plan attached to a deed of conveyance dated the 26th day of May 1922 and made between the late G. F. Christy of the one part and George F. Christie Company Limited of the other part which said deed is duly recorded in the Registry of Records of the Bahama Islands at Nassau in Book S.11, pages 577 and 578.

Exhibits.
C.
Agreement between Plaintiffs The United Traders Limited and Charles F. Christie, January 1931—continued.

In witness whereof I have hereunto set my hand and seal on theday of January 1931.

Signed, sealed and delivered by the above-named debtor in the presence of,

20

.....
.....
.....

D.—Agreement between Plaintiffs and Charles F. Christie.

This agreement made between Hiram Walker—Gooderham Worts Ltd. (A Company incorporated in Canada and trading therein) with a registered office at Walkerville, Ontario, Canada (hereinafter called the creditors which expression shall where the context so admits include their successors and assigns) of the one part,

D.
Agreement between Plaintiffs and Charles F. Christie, January 1931.

and

30 Charles F. Christy of the City of Nassau, Bahama Islands, Merchant (hereinafter called the debtor, which expression shall where the context so admits include his heirs legal representatives and assigns) of the other part.

Whereas the debtor is indebted to the Company for goods supplied and interest thereon in the sum of \$26,888.86 principal and \$813.23 interest upon the purchase price thereon at the 1st January 1931 (which said debt is hereinafter called the said "Debt") which said debt is secured by two promissory notes now in the care and custody of the Royal Bank of Canada, Nassau, for the company and has agreed to repay the said debt to the
40 company upon the following terms :

Exhibits.

D.
Agreement
between
Plaintiffs
and Charles
F. Christie,
January
1931—con-
tinued.

Now therefore it is mutually Agreed.

1. The debtor shall on or before the date of these presents pay to the company the sum of \$5000.00 in reduction of the said debt.

2. The debtor shall execute a collateral agreement of sale of all that lot of land situated in the vicinity of Fort Fincastle, Nassau, more particularly described in the said agreement at the price of fifteen thousand dollars, such sum to be placed in reduction of the said debt and carry out the several stipulations set out in the said agreement with reference to the provision of good title thereto.

3. The debtor shall arrange for the Royal Bank of Canada, Nassau, 10 aforesaid to guarantee to the Company that in the event of the debtor being unable to supply good title to the above recited land and premises thereon on or before the 1st July 1931, then the said Bank will pay to the company the sum of fifteen thousand dollars cash.

4. The said debtor and his agent Frederick James Christie shall carry out in their entirety the several stipulations contained in a further collateral agreement made between them and the company with reference to the wholesale liquor licence in and for the Bahama Islands held by the said agent.

5. The debtor agrees to hold the bonding license, at present in the name, in trust for the company and take all necessary action thereunder in dealing with the merchandise as the company from time to time direct and shall make application for and renew the same when it expires and take all other such steps as may become necessary to accomplish the hereinbefore mentioned purposes. 20

6. The Company upon the execution by the debtor of the said Agreement of sale and upon receiving five thousand dollars cash agree to surrender the two promissory notes at present in the custody of the Royal Bank of Canada to the debtor.

The seal of the abovenamed company was affixed hereto in the presence 30 of.....and the said..... signed and the secretary countersigned these presents upon theday of January 1931.

.....
Secretary of the Company.

IN WITNESS WHEREOF the said Debtor hath hereunto set his hand and seal upon the day of January 1931.

Signed sealed and delivered by the above named debtor in the presence of :—

40



F.—Draft Bond.

Exhibits.

DRAFT.

F.

Draft Bond.

BAHAMA ISLANDS,
New Providence.

Encl

Vol. VI. p. 499.

KNOW ALL MEN by these presents that we Charles Francis Christie and George Talbot Knowles both of the City of Nassau in the Island of New Providence Merchants hereby bind ourselves and each of us jointly
10 and severally to the Royal Bank of Canada a company incorporated in the Dominion of Canada and carrying on the business of Banking at the City of Nassau in the said Island of New Providence and a copy of whose Act or Charter of Incorporation has been filed in the Registry of Records in accordance with the laws in that behalf enacted (hereinafter called the Bank) for the payment to the Bank of the sum of ~~\$20,000~~ pounds.

Sealed with our seals this _____ day of January in the year of Our Lord One Thousand Nine Hundred and Thirty-One.

WHEREAS the said Charles Francis Christie ~~and Frank Holmes Christie of the said Island of New Providence Merchant carrying on~~
20 ~~business under the mercantile style or firm of Christie & Company are~~ \wedge is Hiram Walker-Gooderham & Worts Walkerville indebted to \wedge ~~Consolidated Distillers Limited of the City of Montreal~~ in Canada (hereinafter called the Company) in the sum of

dollars AND WHEREAS the Company have agreed to accept a cash payment of Five Thousand Dollars and a lot of land situate in the vicinity of Fort Fincastle in the said city of Nassau and known as Christie's
30 the agreed value of the said lot of land Bottling Plant or the sum of Fifteen thousand dollars \wedge in settlement of the said indebtedness AND WHEREAS the said Charles Francis Christie and ~~and Frank Holmes Christie trading as aforesaid~~ being unable at the present time to give and grant a good and valid title to the said lot of land to the Company have requested the Bank to guarantee the conveyance of the said
about

lot of land to the Company on or ~~before~~ the First day of July next or failing this to guarantee the payment to the Company of the sum of the agreed value of the sd lot of land

Fifteen thousand dollars \wedge AND Whereas the said Charles Francis Christie and George Talbot Knowles are desirous of indemnifying the Bank against
40 all loss or detriment which the Bank shall sustain or incur by reason of the Bank having entered into and given the said guarantee NOW THE ABOVE WRITTEN OBLIGATION is conditioned to be void in either of the following cases :—

(1) If the above bounded Charles Francis Christie and ~~Frank Holmes Christie or~~ his heirs executors or administrators shall convey

Exhibits.
 F.
 Draft Bond
 —continued.

the said lot of land to the Company or pay to the Company the
 Fifteen
 sum of ~~Three~~ thousand dollars on or before the First day of July
 next.

(2) If the above bounded Charles Francis Christie ~~and Frank
 Holmes Christie~~ and George Talbot Knowles or ~~any or~~ either of them
 their or his heirs executors or administrators shall from time to
 time and at all times hereafter keep the Bank their successors or
 assigns and the Bank's estates goods and chattels indemnified against
 all damages costs charges and expenses which the Bank or their
 successors or assigns shall at any time or times hereafter incur or
 sustain by reason of the Bank having entered into and given the
 said guarantee.

10

Guarentee \$15,000,
 plus hypothecation of titles to Chas.
 Christies property £3700.

G. T. Knowles.

Chas. Christie.

H.
 Letter, C. F.
 Solomon
 (Appraiser)
 to Manager
 Royal Bank
 of Canada,
 26th Janu-
 ary 1931.

H.—Letter C. F. Solomon (Appraiser) to Manager Royal Bank of Canada.

Nassau N.P. 20
 Bahamas,
 January 26th, 1931.

R. E. Fox, Esq.,
 Manager,
 The Royal Bank of Canada,
 Nassau.

Dear Sir :—

At your request I have inspected the Warehouse Property owned by
 Messrs. Christie & Co., situate to the rear of the Bahamas General Hospital
 and as Warehouse Property I place a value on it of One thousand two 30
 Hundred & Fifty Pounds as at this date, on the other hand if the property
 were not used for Warehouse purposes I could not value it over Two Hundred
 and Fifty Pounds as at this date.

Yours faithfully,

CYRIL F. SOLOMON.

G.—Notice in Nassau Guardian of application by Frank H. Christie for a Wholesale Liquor License.

Exhibits.

G.
Notice in
“Nassau
Guardian”
of applica-
tion by
Frank H.
Christie for
a Wholesale
Liquor
License,
14th Dec-
ember 1931.

THE LIQUOR LICENCES ACT, CHAPTER 116.

Notice is hereby given that a sitting of the Licensing Authority for the Island of New Providence will be held at The Magistrate’s Court on Tuesday, the 29th day of December, 1931, at 12 o’clock noon for the purpose of granting licenses (and transfers of licences) under the above Act.

The undermentioned persons have applied for a grant of the licenses and transfer specified below.

10

LICENCES.

Name and address of the Applicant.	Description of Licence.	Description of Premises.
1. Frank Holmes Christie, Nassau, N.P.	Wholesale	A one-storey corrugated iron building at the South of Fort Fincastle, City of Nassau, N.P.
*	*	*
*	*	*

Dated at Nassau, N.P., the 14th day of December 1931.

J. FITZGERALD GREENIDGE,
Clerk of the Licensing Authority.



In the Privy Council.

No. 92 of 1932.

*On Appeal from the Supreme Court of the
Bahama Islands.*

BETWEEN

HIRAM WALKER AND SONS, LIMITED
(Plaintiffs) Appellants

AND

CHRISTIE AND COMPANY AND
CHARLES F. CHRISTIE
(Defendants) Respondents.

RECORD OF PROCEEDINGS.

BLAKE & REDDEN,

17, Victoria Street,

Westminster, S.W.1.

Solicitors for Appellants.

R. A. NEWTON,

126, Long Acre, W.C.2.

Solicitor for Respondents.