

68,1937 C.V.B.

In the Privy Council.

B.R.

No. 134 of 1936.

ON APPEAL
FROM THE COURT OF APPEAL FOR ONTARIO

BETWEEN

E. B. M. COMPANY LTD.

(Plaintiff) *Appellant*
(Defendant by Counterclaim)

AND

THE DOMINION BANK

(Defendant) *Respondent*
(Plaintiff by Counterclaim)

CASE FOR THE APPELLANT
CASE FOR THE RESPONDENT
RECORD OF PROCEEDINGS

BLAKE & REDDEN,
17, Victoria Street, S.W.1,
For the Appellant.

LAWRENCE JONES & CO.,
Lloyds Building, E.C.3,
For the Respondent.

B.R.

901.9.16

13/3/37

Lt. Blarney
Russell
Mr. Millan

For Appeal: Sir S Cripps K.C.
Maurice Macneil

99 Sleaford
For Report: W N Tiller K.C.

2.10 P.M.
Sir Stafford Cripps
Allyn Cross
President & Directors
Main points.
Other persons equity of shares.

Good deal of confusion (ie) the man company
Cripps & Macneil & Sanson

Salomon & Salomon were looked
in courts alone.

First outline the history of the City & its
institutions.

Then to agencies

the to institutions

INSTITUTE OF ADVANCED
LEGAL STUDIES,
25, RUSSELL SQUARE,
LONDON,
W.C.1.

Oral Evidence

Shiff Carter Paul Williams

Learn who was dead

Who who had equitable right to the house

1/2 share but to J. & 1/2 emp. wife

P 229

Revised Borrow for Capital purposes 224

Revised P 235

239

241

Gentle

P 169 - 174 175 (177-80)

James, Co., sold business, now of the same
the actual assets.

Sold all assets, the most valuable, including claim of

Debt of Trust P 183 185

P 243

Deal with details of L & R ~~business~~

Revised P 76 to 87

off 1922 L & R business into Estate Business

indicated in paragraph P 35 P 57 - 64

P 75-91

2 PM March

16/March 1927

2nd day

2:10 PM
16/3/77 2nd day

- Cyfrs. Reals As to priority business
1. Point Party as above
 2. Ultra Vires Cyfrs.

1928
 Loan made to L.P. 15000 on Dominion Bldg
 Held by large personal assets
 Appellate Co. had no interest in Dominion Bldg
 P 92

Notice
 letters P 200 P 47
 All shares had been pledged then shares

In 1929
 Contain History B 66
 Sold car at Premier's Auction to the City

3rd day
 17/3/77

- 10-35
 Sw & Cyfrs
 31 Dec 1930 Balance Sold
 31 Oct 1931
 Bank charges paid to interest
 to the City
 Reals just

July 1929

Labrador, 1931 A.C. Carley Case
1234 233

15 June 1931 Meeting Shareholders
Esda Magni

Reeds Pleading

Letter patent p. 219.

no power whatever to hypothecate
except for purposes of the Company

Blanchard ? Guarantee debts

Special clause at p. 224 Only clause that deals with hypothecation

Bylaws required by Bank before doing business

Entrages Kelly J. report p. 151

Riddell @ p. 156 } a complete confession of thought
l. 14 }

Martin

Davis p. 165

Salomon & Salomon

1897 22 AC

Needs contract as to plan
a relationship

L.B. Hadley

No means likely to Base Can receive
agreed to independent unless get
agreed to

Casey
Russell but will come in such other
of the individuals

Copy case my hypothesis for its own purpose
Best judged L.B.

to Ten Cases

Canon of the New? 2 KB

No difference while to benefit of Title (holder) maybe should
Sansom

Thurs 16.30 4th day

Continue 11 further Salomon case

Mr. Miller this further statement
state to City, in a letter
B 3 persons, reference to City, to be taken into
his regard, etc. 3 pages reference
to City, to read verbatim

Gramophone Case 1908 2/11/13

On 3 cases in this period
B. Let us assume that this 30th
the Court has decided in favour of
the plaintiff, and that the
defendant is liable to pay

B. Security ~~distress~~ distress
City have been to provide a guarantee for the
of City, a copy on District Officer

Mr. Miller if 3 have been ordered to provide
for this structure

Mr. Miller (1) If City, case has been ordered to provide
an order to this
(2) Injunction for City, to order the

City If the City, paper papers. These have been done
into the City, are not done to suggest
as to interior management
Mercantile Bank, Public

C. S. ...

- See ...
- (1) ...
- (2) ...

(3) ...
 out of the ...

No ...

2nd / ...
 ...
 Look at ...

In ...
 "duty called" at p. 224 p. 1

2nd / ...

If ...
 ...
 ...

Woodward v Balfour Beatty 1924, KB 775
 at p. 795.

re Newman 1895 1 ch 674

Cook v Beck 1916 1 app^c 554 @ 563

Aberdeen Ry case 1 MacJure p. 461

Lowbrennan @ p. 471

re Thompson 1930 1 ch @ 214

Parker v McKenna LR 10 ch [1874] @ p. 184

Bray v Jona 1896 ac p. 44 @ p. 51

all English Reports 1937 VA. 1 p. 231 @ 238

Mer. Bd of India v. Strauss

W. N. Tully KC

12.45.

RSC

Compromis Act 1927 C. 27

Rees 5 29. 31. 32. 37. 84 (Banning forms)

98,108

~~W. N. Tully~~ ~~W. N. Tully~~ 5108

Supreme Court Order 1913

Midwest

25 2 DLR 529

H. W. Tully 1901

argument directed to show that E. W. Tully was party to adventures of Hon. Lem Barre.

17/3/37
10/10/40

S. J. de
B. W. Tully what have you
write good.

2.45 Sir Stafford in ref.

Consultat 17/3/39 Patru Unis an Ultra Unis Copy

1 Director



All English type

Vol. 1 P. 1. Medicine Bureau Plateau

Deport 409. 1981

Carroll 12-3/77

Ulton Vires as argued no good
Ague had follow Boyce
Case do not follow case

Asst. Charge Co v Heide

(1) One may copy Salamon Salamon
Salamon Salamon
Salamon Salamon

(2) Ulton Vires 1/1/1

(3) Director no power to make agreement
Code Books (Carroll Case)
Mc Gill Chetney
George Newman Royal B Bales Tarquand

4 Bank on Case Copy
First branch
Underwood case

(5) Even if have have no notice come
retain to may take in frame
Blahie Case

~~Imperial Bank v Begg?~~