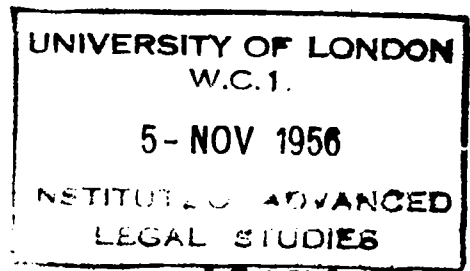


68, 1937



15076

In the Privy Council.

No. 134 of 1936.

APPELLANT'S CASE.

ON APPEAL FROM THE COURT OF APPEAL FOR ONTARIO

BETWEEN

E. B. M. COMPANY LTD. - - (Plaintiff) *Appellant*

AND

THE DOMINION BANK - - (Defendant) *Respondent*

AND BETWEEN

E. B. M. COMPANY LTD.
(Defendant by Counter-claim) *Appellant*

10

AND

THE DOMINION BANK
(Plaintiff by Counter-claim) *Respondent.*

CASE FOR THE APPELLANT.

① This is an appeal by the Appellant from a Judgment and Order of the Court of Appeal for Ontario dated 29th June, 1934, affirming a Judgment and Order of Mr. Justice Kelly dated the 4th January, 1934, in favour of the Respondent. Harry Low, Marco Leon and Charles Burns were also defendants by Counter-claim but were not parties to the appeal to the Court of Appeal.

Record.
pp. 167-b.

pp. 153-a.

② The question for decision in the present appeal is whether the Appellant is bound by an agreement dated the 12th July, 1929, purporting to hypothecate to the Respondent as security for the indebtedness of Low, Leon and Burns certain monies and securities of the Appellant held by the Respondent and obtained by the Respondent in the circumstances hereinafter related.

pp. 265-8.

~~SECRETARY GENERAL~~

pp. 218-224.

3. The Appellant was incorporated by Dominion Letters Patent dated the 8th May, 1922, and granted under the Dominion Companies Act, under the name of "Carling Export Brewing & Malting Company Limited," to carry on the business of brewers and for the other purposes and objects therein set out. The name of the Appellant was changed to "E. B. M. Company Ltd." by Supplementary Letters Patent dated the 24th October 1930.

p. 229,
ll. 35-38.p. 231, ll. 3
and 13.p. 14,
ll. 10-12.

p. 14, ll. 20-22.

4. At all material times Charles Burns (President), Marco Leon (Secretary-Treasurer), and Harry Low (Vice-President) were directors of and were the principal shareholders in the Appellant. Freda Leon (wife of Marco Leon) and Norah Low (wife of Harry Low) were also shareholders in and directors of the Appellant. From and after the month of September, 1923, the Appellant had banking accounts with the Respondent at the latter's London (Ontario) & Windsor Branches. From time to time the Appellant had borrowed monies from the Respondent upon the security of its assets.

p. 232,
ll. 26-33.p. 15, l. 10
et seq.

5. By an agreement dated 14th June, 1927, the Appellant agreed to sell its undertaking and assets to a Company then recently formed called "Carling Breweries Limited." The said sale was subsequently duly completed and the Appellant received as consideration for the sale 100,000 shares in Carling Breweries Limited.

6. At this date, a claim was pending by the Dominion Government against the Appellant in respect of gallonage tax and sales tax under the Special War Revenue Act 1915 and amendments thereto, and having regard to this claim the following arrangements were made:—

p. 186, l. 20,
to p. 187,
l. 10.

(A) The Appellant deposited with the Respondent on the 26th October, 1927, \$400,000 Dominion of Canada Victory Loan 5½% Bonds due 1st November, 1934, to meet any judgment obtained by the Dominion Government in respect of such claim.

p. 187,
ll. 18-36.

(B) The Respondent, at the request of the Appellant, by letter dated 27th October, 1927, notified Carling Breweries Limited that the Respondent had available funds to the extent of \$400,000 for the purpose of satisfying any claim made against Carling Breweries Limited under the latter's agreement (made or about to be made) with the Minister of National Revenue, whereby Carling Breweries Limited undertook to pay any sum recovered against the Appellant in respect of the claim above referred to.

p. 186, l. 35,
to p. 187,
l. 1.

(C) The Appellant and Low, Leon and Burns agreed to indemnify Carling Breweries Limited in respect of such claim.

7. As from June, 1927, the Appellant ceased to carry on the brewing business and had as its sole assets the said shares in Carling Breweries Limited and its interest in the above-mentioned bonds.

The Appellant did not embark upon any other business as from the said date.

8. By letter dated 26th April, 1928, the Respondent was authorised by the Appellant to sell the bonds so deposited, and to deposit the proceeds therefrom in a Special Savings Account in the name of the Appellant, the balance in that account to be held on the same conditions as the bonds.
 10 In pursuance of this authority, in May 1928, the Respondent sold \$300,000 worth of the said bonds, and credited to a Special Savings Account in the name of the Appellant, the sum of \$313,250.69 being the sale price thereof. The remaining \$100,000 worth of the bonds were retained in the custody of the Respondent.

9. During the period 1927 to 1929, Low, Leon and Burns with others (but not the Appellant) continued in their business of exporting beer and liquors and entered upon large scale property purchases in Windsor, Toronto and Montreal. They each had personal banking accounts with the Respondent at various branches, and an account in their joint names, all
 20 of which accounts were separate and distinct from the accounts of the Appellant.

On or about the 5th July, 1928, Low, Leon and Burns then having large and substantial personal assets borrowed from the Respondent, on a note in their own names, \$1,500,000, for the purposes of constructing a large office building in Montreal through a Company entitled the Dominion Square Corporation, in which they were interested. The Appellant had no interest whatsoever in the Dominion Square Corporation, nor in the above loan or building project, nor in the property holdings of Low, Leon and Burns.

10. In the year 1929 owing to the changed economic conditions and the fall in property values Low, Leon and Burns became unable to meet their liabilities in respect of the loan of \$1,500,000. During the month of June and the early part of July, 1929, the Respondent was pressing Low, Leon and Burns to pay off or reduce the loan, or to give additional security therefor. Prior to the 12th July, 1929, the only additional securities which Low, Leon and Burns had available consisted of real property in Windsor, and Toronto the hypothecation of which was discussed by them with the Respondent. No suggestion was made prior to this date by the Respondent as to any hypothecation of the bonds, Special Savings Account or other
 40 assets of the Appellant in order to secure the indebtedness of Low, Leon and Burns.

p. 47, l. 7,
to p. 49,
l. 26.
p. 74, l. 15,
to p. 75,
l. 46.
p. 143,
ll. 1-14.

11. On the morning of 12th July, 1929, an interview was held at the Toronto offices of the Respondent, at which Low, Leon and Burns on the one hand, and MacAgy (Chief Inspector) and Ashforth (supervisor) on behalf of the Respondent, on the other hand, were present. At this meeting, the representatives of the Respondent demanded that the bonds and proceeds deposited by the Appellant should be given as additional security (subject to the claim of the Dominion Government) for the indebtedness of Low, Leon and Burns. After some two hours, the interview was adjourned during which adjournment Milliken, the Respondent's solicitor, drew up a form of agreement of hypothecation, which agreement is the one now in 10 dispute.

p. 49,
ll. 26-28.

The draft agreement drawn up by Milliken was brought back to the office of the Respondent and was there signed by Low, Leon and Burns. The said agreement was referred to in the Courts below as Exhibit 11, and is set out in the Record at page 265 line 20 to page 266 line 44.

p. 49,
ll. 28-30.
p. 76, ll. 2-5.
p. 141,
ll. 31-32.
p. 143,
ll. 14-17.

The seal of the Appellant was subsequently attached thereto in the circumstances set out in the evidence.

The said agreement purports to be duly executed under seal by the Appellant, by Burns as President of the Company, by Leon as Secretary, and by Low, Leon and Burns personally.

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p. 35,
ll. 29-33.
p. 49,
ll. 40-43.
p. 63,
ll. 32-37.
p. 50,
ll. 30-32.

12. The representatives of the Respondent were well aware of the fact that the Appellant had no interest in the loan of \$1,500,000 to Low, Leon and Burns, that Freda Leon and Norah Low were also shareholders in the Appellant and that the agreement of 12th July, 1929, was executed solely to secure the Respondent in respect of the indebtedness of Low, Leon and Burns. In spite of the above facts and their other knowledge of the Appellant the said representatives made no enquiry and received no representation, as to the authority of Low, Leon and Burns to bind the Appellant, and made no request for a meeting of directors or shareholders of the Appellant to give such authority.

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p. 50,
ll. 18-22.

p. 50,
ll. 23-29.

13. The powers of the Appellant are laid down in the Letters Patent, the Dominion Companies Act and in the by-laws made by the Appellant pursuant to their powers under the said Letters Patent.

The Respondent relied in the Courts below upon the following powers to which reference was made in the judgments as showing that the making of the agreement of 12th July, 1929, was *intra vires* the Appellant :—

(1) The powers conferred by the Companies Act, section 32 :—

“(d) to enter into partnership or into any arrangement for sharing profits, union of interest, co-operation, joint adventure,

p. 159, l. 7.

reciprocal concession or otherwise, with any person or company carrying on or engaged in or about to carry on or engage in any business or transaction which the Company is authorised to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit the Company ; and to lend money to, guarantee the contracts of, or otherwise assist any such person or company, and to take or otherwise acquire shares and securities of any such company, and to sell, hold, or re-issue, with or without guarantee, or otherwise deal with the same ;

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* * * * *

“(k) to lend money to customers and others having dealings with the company and to guarantee the performance of contracts by any such persons ;” p. 159, l. 18.

* * * * *

“(g) to raise and assist in raising money for, and to aid, by way of bonus, loan, promise, endorsement, guarantee of bonds, debentures or other securities or otherwise, any other company or corporation with which the company may have business relations, and to guarantee the performance of contracts by any such company, corporation, or by any such person or persons ;” p. 159, l. 21.

* * * * *

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“(t) to carry out all or any of the objects of the company as principals, agents, contractors or otherwise, and either alone or in conjunction with others ;” p. 159, l. 27.

(2) The powers conferred on the Appellant by its charter :—

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“(a) To carry on the business of brewers and maltsters in all its various branches and of hop merchants and growers, malt factors, corn merchants, coopers, bottle makers, bottle stopper makers, potters, manufacturers of and dealers in aerated and mineral waters and other beverages, wine and spirit merchants and manufacturers, licensed victuallers, hotel keepers, ice manufacturers and merchants, yeast dealers, grain sellers and driers, customs house brokers, warehouse men, common carriers, carters, forwarders, box manufacturers, millwrights, wheelwrights, and any other business auxiliary or incidental thereto, or which can be carried on in connection therewith, and further, to manufacture, buy, sell and generally deal in any wares, merchandise, articles or effects directly or indirectly relating to any of the said businesses, including barrels, casks, bottles, boxes, cases, corks and other like articles used in connection therewith ;” p. 219, l. 42.

* * * * *

p. 220, l. 12.

“(e) To be a common carrier in accordance with Section 154 of the Canada Temperance Act, being Chapter 152 of the Revised Statutes of Canada, 1906, as amended by Chapter 8, of the Statutes of Canada, 1919 (second session) ;

* * * * *

p. 220, l. 23.

“(e) To acquire and take over as going concern or otherwise the undertakings, assets and liabilities of any person or company carrying on any business in whole or in part similar to that which the company is authorised to carry on or possessed of property suitable for the purposes of this company, and with a view thereto to acquire, all or any of the shares or liabilities of such companies ; 10

* * * * *

p. 220, l. 41.

“(h) To enter into partnership or into any arrangement for sharing of profits, union of interests, co-operation, joint adventure, reciprocal concession or otherwise with any person or company carrying on or engaged in or about to carry on or engage in any business or transaction which the company is authorised to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit the company, and to lend money to, guarantee the contracts of, or otherwise assist any such person or company, and to take or otherwise acquire shares and securities of any such company and to sell, hold, re-issue, with or without guarantee or otherwise deal with the same ; 20

* * * * *

p. 221, l. 28.

“(n) To lend money to customers and others having dealings with the company and to guarantee the performance of contracts by any such persons ;

* * * * *

p. 222, l. 9.

“(s) To raise and assist in raising money for, and to aid by way of bonus, loan, promise, endorsement, guarantee of bonds, debentures or other securities or otherwise, any other company or corporation, with whom the company may have business relations, and to guarantee the performance of contracts by any such company, corporation, or by any such person or persons ; 30

* * * * *

p. 222, l. 42.

“(x) To do all such other things as are incidental or conducive to the attainment of the above object or any of them ;

p. 222, l. 44.

“(y) To do any and all things set forth as its objects as principal agent, contractor or otherwise, and to carry out any or all of the foregoing objects as principals, agents, sub-contractors

or otherwise, and by or through trustees, agents, sub-contractors, or otherwise and alone or jointly with any other corporation, association, firm or person, and to do all and everything necessary or incidental for the accomplishment of any of the purposes or the attainment of any one or more of the objects herein enumerated or incidental to the powers herein named, or which shall at any time be necessary or incidental for the protection or benefit of the company ; ”

(3) The powers conferred by the by-laws of the Appellant

* * * * *

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(A) “ 10. The President shall preside at all meetings of the shareholders and directors. He may call meetings of the shareholders or of the Board of Directors when necessary or expedient. He may execute bonds, mortgages and other contracts on behalf of the Company and affix the corporate seal to any instrument requiring the same and the seal, when so affixed and attested by his signature and the signature of the Secretary, shall be valid and binding on the Company. He shall, with the Secretary, sign certificates of stock. ”

p. 227, l. 5.

* * * * *

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(B) “ 13. The Secretary shall attend all Sessions of the Board and all Meetings of the Shareholders and act as clerk thereof and record all votes, minutes and proceedings of such meetings in a book to be kept for such purpose. He shall give or cause to be given notice of all meetings of the shareholders and of the Board of Directors. He shall, with the President, sign certificates of stock and execute bonds, mortgages and other contracts on behalf of the Company. He shall perform such other duties as may be prescribed by the Board of Directors under whose supervision he shall be. ”

p. 227, l. 40.

* * * * *

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(C) “ 18. (A) That the Directors of the Company may from time to time borrow any sum or sums of money from THE DOMINION BANK upon the credit of the Company, either by way of overdraft, discount, loan or otherwise, and on such terms as they may think proper, and may hypothecate, mortgage, pledge and give to the said Bank all or any stocks, bonds, debentures, negotiable instruments, agreements to give securities, and all other agreements, securities and documents necessary or required by or on behalf of the said Bank as security, and also without limitation of the foregoing may hypothecate, give and grant to the said Bank warehouse receipts, bills of lading, assignments, ”

p. 224, l. 36.

securities and promises and agreements to give security under the Bank Act, and for any of the purposes aforesaid may mortgage, hypothecate and pledge the movable and immovable property of the Company.

“(B) That the Directors of the Company may from time to time authorise such Director or Directors, officer or officers, clerk, cashier or other employee of the Company as the Directors may appoint to transact the Company’s banking business with the said Bank, and to sign and execute on behalf of the Company all such documents, agreements, securities, promises and pledges 10 as aforesaid.

“(C) That this By-law shall continue in full force, virtue and effect as between the Company and the said Bank until notice of the revocation or cancellation thereof shall have been given to the said Bank in writing.”

p. 66,
ll. 25-38.

14. No communication was made at the time of the making of the said agreement by the Respondent to the Appellant as to the agreement of 12th July, 1929, and the bonds and Special Savings Account continued to be held upon the terms set out in paragraph (6) hereof. On 31st December, 1930, the balance of \$100,000 of bonds were sold for the sum 20 of \$103,904.11 of which \$100,000 was credited to the Special Savings Account, and \$3,904.11 was credited to the Appellant’s ordinary account at the London (Ontario) Branch of the Respondent.

p. 243.

p. 214, l. 1.
p. 215, l. 13.

15. On the 19th February, 1931, the final Judgment was delivered in the case of the *Carling Export Brewing and Malting Company v. The King*, as reported in [1931] Appeal Cases at page 435. By reason of that Judgment, the Appellant became liable to pay a sum of \$88,073.17, which sum was duly paid by the Respondent out of the Special Savings Account under the authority of letters dated June 3rd and June 27th from the Appellant’s solicitors. 30

p. 217, l. 15.

p. 215, l. 5.

p. 216, l. 20.

16. The Appellant by the said letters and a further letter dated 19th October, 1931, demanded from the Respondent the return of the balance of the monies standing to its credit in the said Savings Account. By letter dated 6th June, 1931, the Respondent informed the Appellant that the balance of the said account had been hypothecated to the Respondent, and by a letter dated 30th June, 1931, that it had been applied in reduction of the indebtedness of Low, Leon and Burns for which it had been pledged as security.

p. 1, l. 3.

17. The present proceedings were commenced by writ of summons dated 21st October, 1931, the present Appellant being the Plaintiff and the 40 present Respondent being the Defendant.

By its Statement of Claim, dated 5th of November, 1931, the Appellant claimed return of \$100,000 of bonds and the sum of \$313,250.69 (being the figures referred to in paragraph 8 above) together with coupons and interest less the sum of \$88,073.17. pp. 1-2.

By a Defence and Counter-claim dated the 20th November, 1931, the Respondent relied upon the agreement dated 12th July, 1929, by way of defence, and counter-claimed both against the Appellant and against Low, Leon and Burns, that it was entitled to apply the balance of the proceeds of the bonds against the indebtedness of Low, Leon and Burns, and for an account of the amount due to the Respondent by the Defendants to the counter-claim or any of them. pp. 2-4.

By the Reply and Defence to Counter-claim dated 12th March, 1932, the Appellant denied that the agreement of 12th July, 1929, had been made by or was binding upon it, or alternatively if made the agreement was to the knowledge of the Respondent made without consideration, in fraud of the Appellant, and for the personal interest and advantage of certain of the Appellant's officers and directors, and was therefore null and void. pp. 4-5.

By separate Statements of Defence to the Counter-claim dated 24th and 26th of March, 1932, Low, Leon and Burns denied the Respondent's allegations. pp. 5-7.

On 22nd March, 1932, and 31st March, 1932, the Respondent filed Replies to the Defences to the Counter-claim. p. 5 ; pp. 7-8.

18. The action came on for trial before Mr. Justice Kelly on the 20th, 21st and 22nd September, 1933. Notes of the proceedings, including the oral evidence, are set out in the Record at pages 8 to 145.

19. On the 4th January, 1934, Mr. Justice Kelly found in favour of the Respondent and delivered his reasons for judgment. pp. 146-153.

The learned Judge found that Low, Leon and Burns held all the capital of the Appellant (save for two qualification shares). He held that there was a community of interest and of operation between the business of the Appellant and that of Low, Leon and Burns, that Low, Leon and Burns treated the business operations of the Appellant as their own, and that the surplus of the security given by the Appellant after the Dominion Government's claim had been satisfied, would have gone to the three shareholders, by virtue of their shareholding in the Appellant. After stating that he was unable to credit the evidence of Leon, he held that on the facts and on the authorities, the agreement was not *ultra vires*, and that the Respondent was entitled to retain the balance of the Appellant's monies in its hands against the indebtedness of Low, Leon and Burns, and ordered that there should be a reference to the Master to take an account of and p. 148, l. 37.
p. 149, l. 35.
p. 150, l. 3.
p. 150, l. 23.
p. 151, l. 28.
p. 152, l. 39.
p. 153, l. 8.
p. 153, l. 10.

p. 153, l. 1. ascertain the amount due to the Respondent by the Appellant and Low, Leon and Burns, and that if this sum was greater than the Appellant's claim, the Appellant's claim should be dismissed with costs.

p. 154, l. 20. **20.** By Notice of Appeal dated the 19th January, 1934, the Appellant appealed to the Court of Appeal for Ontario against the Judgment and Order of Mr. Justice Kelly, on the grounds set out in the Notice of Appeal. Low, Leon and Burns did not enter any appeal against the said judgment and order.

pp. 155-168. **21.** The Appeal was heard on the 13th and 14th June, 1934, by the Chief Justice in Appeal (Latchford, C.J.) and Riddell, Masten, Fisher and Davis, J.J.A. On the 29th June, 1934, the learned Judges delivered their Reasons for Judgment, and dismissed the Appeal with costs. 10

p. 163, ll. 6-7. **22.** The Chief Justice in Appeal and Mr. Justice Fisher agreed with the judgment of Mr. Justice Masten.

p. 158, l. 34.
p. 160, l. 29.
p. 161, l. 32.
p. 161, l. 37.
p. 162, l. 15. **23.** Mr. Justice Masten held that the agreement of 12th July, 1929, was within the powers of the Appellant and also that the Appellant was engaged in a joint adventure with Low, Leon and Burns, that the execution and delivery of the agreement was not a breach of trust on the part of the directors of the Appellant and that the Respondent was entitled to rely on the agreement of 12th July, 1929, because it was duly executed by the proper officers under the seal of the Appellant and to assume that all essential resolutions and by-laws had been duly passed. He stated, however, that on the evidence he came to the conclusion that the Appellant was not at first and never became a sham company or a mere cloak for Low, Leon and Burns. 20

p. 155, l. 25.
p. 156, l. 15.
p. 156, l. 24. **24.** Mr. Justice Riddell accepted the findings of fact of the Trial Judge, and came to the conclusion that the Appellant was a sham simulacrum or cloak, and that its business must be regarded as the business of Low, Leon and Burns, and that consequently they had the right and power to execute the agreement of 12th July, 1929. 30

p. 165, l. 9.
p. 165, l. 34.
p. 166, l. 15.
p. 166, l. 31.
p. 166, l. 40. **25.** Mr. Justice Davis held that the onus of proof was on the Appellant to show that the agreement of 12th July, 1929, was beyond its powers and that it had not discharged this onus. He further held that Low, Leon and Burns were in such control and ownership of the Company that they could perfect by any necessary formalities such as a meeting of shareholders the substance of the agreement of 12th July, 1929. He was satisfied that the Appellant did not establish that it could get no benefit from the Agreement, or that the Agreement was fraudulent.

26. The Appellant submits that the Courts below were wrong in law in failing to distinguish between the Appellant as a separate legal entity and the individuals who were shareholders in and directors of the Appellant.

27. The Appellant further submits that both the Judge of first instance and the Court of Appeal failed to distinguish between the business of Low, Leon and Burns and the business of the Appellant, and wrongly concluded that Low, Leon and Burns had a right to sign the said agreement for the Appellant without obtaining any proper authority therefor.

10 **28.** The Appellant further submits that the hypothecation of the assets of the Appellant by Low, Leon and Burns was illegal and contrary to the provisions of the Dominion Companies Acts and that such hypothecation, even if duly made by the Appellant itself, would have been *ultra vires* and illegal, since the Appellant could not grant away its assets without consideration to its directors.

29. By Orders of Mr. Justice Macdonnell, dated 19th October, 1934, and of the Chief Justice in Appeal dated 5th November, 1936, security was approved, and an Appeal to His Majesty in His Privy Council was admitted. p. 168, l. 8. p. 168E, l. 1.

20 **30.** The inquiry as to the amounts owing to the Respondent was held, and large sums were found to be due by Low, Leon and Burns but nothing was found to be due by the Appellant. By Judgment and Order dated 14th May, 1935, Mr. Justice Kelly, in accordance with his original judgment, dismissed the Appellant's claim with costs, and gave judgment for the Respondent for the amounts found to be due. p. 168 (2), l. 1. p. 168 (2), l. 7. p. 168 (2), l. 10.

31. The Appellant humbly submits that the Judgments of Mr. Justice Kelly and of the Court of Appeal are wrong and ought to be reversed for the following among other

REASONS.

- 30 (1) BECAUSE the agreement of 12th July, 1929, is not binding on the Appellant.
- (2) BECAUSE the Appellant is a legal entity distinct from its shareholders and directors.
- (3) BECAUSE the said agreement was *ultra vires* the Appellant and illegal.
- (4) BECAUSE the directors had no authority to make the agreement on behalf of the Appellant.

- (5) BECAUSE even if the agreement was *intra vires* the Appellant neither the directors nor the shareholders of the Appellant at any time authorised the signing of the said agreement, nor was it at any time subsequently sanctioned or ratified.
- (6) BECAUSE the agreement was entered into to the knowledge of the Respondent solely to secure loans to Low, Leon and Burns for the purposes of their own business which was distinct from that of the Appellant and in which the Appellant had no interest. 10
- (7) BECAUSE the appropriation of the Appellant's assets was a breach of trust by the directors, of which the Respondent was aware.
- (8) BECAUSE even if the Respondent acted innocently and without notice it is not entitled to retain monies obtained in fraud of the Appellant.
- (9) BECAUSE the judgments of Mr. Justice Kelly and of the Court of Appeal were wrong and ought to be reversed.

STAFFORD CRIPPS.

MARCEL MARCUS.

In the Privy Council.

No. 136 of 1936.

*On Appeal from the Court of Appeal for
Ontario.*

BETWEEN

E. B. M. COMPANY LTD.
(Plaintiff) *Appellant*

AND

THE DOMINION BANK
(Defendant) *Respondent*

AND BETWEEN

E. B. M. COMPANY LTD.
(Defendant by Counter-claim) *Appellant*

AND

THE DOMINION BANK
(Plaintiff by Counter-claim) *Respondent.*

CASE FOR THE APPELLANT.

BLAKE & REDDEN,
17 Victoria Street,
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