NOTES AND CASE COMMENTS

DEMAND DEBENTURES — MUST TIME TO REPAY BE ALLOWED AFTER DEMAND FOR PAYMENT?

RONALD ELWYN LISTER LIMITED v. DUNLOP CANADA LIMITED

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Most demand debentures will contain a "promise to pay" clause in which the borrower promises to pay the lender a particular sum, together with a stipulated rate of interest, "on demand". Such debentures usually provide that the lender may appoint a receiver after the occurrence of a certain specific act or acts of default, such as default by the borrower in repayment of the loan when demanded.[1]

The common law has incorporated into the words "payable on demand" the obligation to allow the borrower a reasonable time to repay the loan. Thus, when money is payable on demand pursuant to a demand debenture, it has been held that the lender cannot expect the borrower to pay the loan instantly, especially if a large sum is involved.[2] However, it has also been held that the lender is not required to allow the borrower as much time as the borrower may need to attempt to raise the necessary money.[3] "Between these two poles, it is not as easy to determine how much time a debtor actually has to pay the money when it is demanded."[4]

During the past few years there has been a significant increase in the number of judicial decisions which have appeared in the law reports, pertaining to claims for damages commenced by borrowers against lenders.[5] The main allegation in many of these cases has been that the lender appointed its receiver without first allowing the borrower sufficient time to repay the monies due under the debenture in question.

A number of perplexing questions have arisen from these recent judicial decisions. First, what factors should be weighed by the lender in ascertaining the appropriate repayment time to be allowed to the borrower pursuant to a demand debenture? Second, will the lender be required to afford the borrower any time to repay the demand loan if the borrower fails, at the time of demand, to expressly request time to pay? Finally, if the risk to the lender of a dissipation of its security is substan-

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1. Other acts of default contemplated by many demand debentures include the insolvency or bankruptcy of the borrower, the seizure of the borrower's goods by execution creditors, or breaches of any of the terms contained in the debenture.
2. *Mister Broadloom Corporation (1968) Ltd.* v. *Bank of Montreal* (1979) 101 D.L.R. (3d) 713, 25 O.R. (2d) 198 (H.C.J.).
3. *Cripps (Pharmaceuticals) Ltd.* v. *Wickenden* [1973] 2 All E.R. 606 (Ch. Div.).
4. Per Linden J. in *Mister Broadloom, supra* n. 2 at 722 (D.L.R.), at 207 (O.R.).
5. *Royal Bank of Canada* v. *Cal Glass Ltd.* (1980) 22 B.C.L.R. 328 (C.A.); *affg.* (1979) 18 B.C.L.R. 55 (S.C.); *Skyrotors Ltd.* v. *Bank of Montreal* (1980) 34 C.B.R. (N.S.) 238 (Ont. S.C.); *Bank of Montreal* v. *Wilder* (1980) 19 B.C.L.R. 77 (S.C.); *Mister Broadloom Corporation (1968) Ltd.* v. *Bank of Montreal, supra* n. 2; *Lowes Chrysler Dodge Ltd.* v. *Bank of Montreal* (1979) 31 C.B.R. (N.S.) 71 (Ont. S.C.); *Seawater Products (Nfld.) Ltd.* v. *Royal Bank of Canada* (1980) 36 C.B.R. (N.S.) 21 (Nfld. S.C.T.D.).

tial, will the lender (prior to inserting a receiver) be obliged to allow the borrower any time to repay?

The appeal to the Supreme Court of Canada in *Ronald Elwyn Lister Limited et al* v. *Dunlop Canada Limited*[6] ("Lister") offered the Supreme Court of Canada a rare opportunity to provide answers to these questions or, at the very least, to set forth guidelines which would enhance the ability of lenders to assess, in a given case, the appropriate period of time to allow the borrower after the demand for payment.

The *Lister* case concerned a franchise which had been granted in 1970 by Dunlop Canada Limited ("Dunlop") to Ronald Elwyn Lister Limited ("Lister Limited"), for the purpose of marketing the wares of Dunlop. The agreement between the parties was finalized by the execution of a franchise agreement and of a demand debenture from Lister Limited to Dunlop. From and after 1970, Lister Limited proceeded to lose money in its operation as a franchised Dunlop dealership. The parties exchanged letters over a period of time, but were unable to rectify the situation. On March 20, 1972, Dunlop's representatives attended at the business premises of Lister Limited and presented Mr. Lister, President of Lister Limited, with a letter from Dunlop's solicitors demanding payment of $127,160.84 "to our client forthwith", pursuant to the demand debenture. Before Mr. Lister had finished reading the demand, he was handed a second document which stated that by reason of the default of Lister Limited under the debenture, Dunlop had appointed a receiver-manager to take control of the assets of Lister Limited. When the receiver stepped forward, Mr. Lister (an experienced businessman) declined to give up possession of the business. The receiver then proceeded to leave the business premises together with Dunlop's representatives. Approximately three to four hours later, after being assured by an officer of Dunlop that certain personal guarantees would not be enforced, Mr. Lister withdrew his opposition and the receiver returned to take possession of the business premises. Thereafter, the receiver proceeded with the liquidation of the assets of Lister Limited.

Although there were many ancillary issues[7] raised by counsel in the *Lister* case, the focus of this note is the claim by Lister Limited against Dunlop for damages, wherein it was alleged that Dunlop had inserted a receiver without first allowing Lister Limited sufficient time to repay the monies due under the debenture.

In *Lister*, the debenture in question provided that on the occurrence of certain specified acts of default, "all unpaid principal and interest owing under the debenture shall forthwith become due and payable and the security hereby constituted shall become enforceable".[8] Although the terms of this debenture did not specifically require the lender to afford the borrower any time to repay, the trial judge[9] and the Ontario Court of

6. The decision of the Supreme Court of Canda, delivered by Estay J. on May 31, 1982, is as yet unreported.

7. In the *Lister* case, the Supreme Court of Canada canvassed issues which included misrepresentation, adequacy of consideration, and exclusion clauses. For an analysis of some of the ancillary issues convassed by the decision of the Ontario Court of Appeal in *Lister* case, *see* J. Swan and B. Reiter, "The Effectiveness of Contractual Allocations of Risk: Carman Construction Ltd. v. C.P.R.; Ronald Elwyn Lister Ltd. v. Dunlop Canada Ltd." (1982) 6 *Can. Bus. L.J.* 219.

8. *Supra* n. 6 at 4.

9. (1978) 85 D.L.R. (3d) 321 (Ont. H.C.J.), amended judgment 104 D.L.R. (3d) 702 n. (H.C.J.).

Appeal[10] had little difficulty in deciding that the borrower was to be "given a reasonable time to make payment of the amount due", per Weatherston J.A. in the Ontario Court of Appeal;[11] and "demand for payment must be reasonable and a reasonable time given to meet it", per Rutherford J. at trial.[12]

The trial judge having held, however, that the receiver's seizure of assets of Lister Limited was effected without allowing Lister Limited reasonable time to meet the demand for payment, proceeded to direct the Master to assess damages against Dunlop in trespass and conversion.[13] The Ontario Court of Appeal allowed the appeal by Dunlop with respect to this issue,[14] and set aside the judgment at trial. The Supreme Court of Canada, in a unanimous decision delivered by Mr. Justice Estay,[15] reversed the decision of the Ontario Court of Appeal and restored the trial judge's award of damages to Lister Limited.

The reasons given by Estay J. for the conclusion of the Supreme Court in this case may be summarized as follows. When a debenture is expressed to be payable "upon demand", it must be construed to mean within a reasonable time. The fact that Mr. Lister had said prior to the seizure that he did not intend to advance further monies to the business venture, did not constitute a waiver of the right to reasonable notice. Lister Limited remained entitled to reasonable notice, notwithstanding that Mr. Lister did not ask (after the demand was served) for time to pay the obligation. Allowing the receiver to enter into possession and to liquidate Lister Limited's assets did not eliminate by waiver or otherwise, the entitlement of Lister Limited to reasonable notice. As a result, Dunlop and its agents and receiver were liable in damages for trespass and conversion.

The Ontario Court of Appeal had concluded in *Lister* that under the circumstances of that case, "Dunlop was not required to give time to the company to borrow money with which to pay up the indebteness, unless time had been asked for, and it was not".[16]

It is submitted, however, that in couching its decision in such language, the Ontario Court of Appeal cast too heavy an onus on the borrower to seek time to pay. Many borrowers may not even be aware that they have the right to seek time to pay from the lender pursuant to a demand debenture. On this point, the decision of the Supreme Court is to be preferred to that of the Ontario Court of Appeal.

10. (1979) 105 D.L.R. (3d) 684, 27 O.R. (2d) 168 (C.A.).
11. *Id.* at 690 (D.L.R.), 174 (O.R.).
12. *Supra* n. 9 at 342. Although the courts have generally construed default pursuant to a "promise to pay" clause in a debenture to require a formal demand to be made upon the borrower, prior to the appointment of a receiver, a tenuous argument could be advanced that no such demand need be made when the lender is relying upon other default clauses. It has been intimated in a recent case that a lender, by relying upon default clauses in the debenture (other than the "promise to pay" clause) might have an automatic right of enforcement; i.e., without the necessity of presenting any demand: *see F.B.D.B.* v. *Red Lion Restaurant Ltd.* (1979) 101 D.L.R. (3d) 480 (Alta. S.C.T.D.). The point does not appear to have been argued in the Lister case, although certain comments of Estay J. at page 16 of the *Lister* decision might be used to refute this argument.
13. *Supra* n. 9 at 351.
14. *Supra* n. 10. Wilson J.A. concurred with the majority on this issue, but dissented on another point.
15. *Supra* n. 6.
16. *Supra* n. 10 at 691 (D.L.R.), 176 (O.R.).

The final result reached by the Supreme Court in *Lister* is, however, open to question for the following reasons. First, Lister Limited never disputed its indebtedness to Dunlop for $127,160.84. Second, six months prior to the receivership, Mr. Lister had told an official of Dunlop that he would not borrow money from the bank to repay the indebtedness of Lister Limited, and that if any further investing was to be done, it should be done by Dunlop. Third, in the ensuing months of 1971, Dunlop was not able to obtain from Lister a repayment plan for the Dunlop loan account. At a meeting held on January 5, 1972, between Mr. Lister and Dunlop, Mr. Lister agreed to provide Dunlop, in one week's time, with a twelve month forecast of sales and expenses showing sales projections and gross profits, together with the latest financial statement for Lister Limited. Mr. Lister did not, however, forward this material until February 7, 1972. It showed that losses were expected for each of the first six months of 1972. As matters turned out, sales of new tires by Lister Limited in January, 1972, were far less than the forecast. The Ontario Court of Appeal summed up the situation to that point in time by stating:[17]

> So, by early March the situation facing Dunlop was that the company was heavily in debt and insolvent; it was faced with future losses; no proposal had been made for reduction of the indebtedness to Dunlop and the principal officer of the company had already said he would not invest more of his own money in the company.

Although the receiver was appointed immediately after the demand had been presented, Dunlop actually allowed Lister approximately three to four hours (after the demand) before the receiver returned to the premises to take physical possession of the assets.

While the trial judge held that Lister Limited could have raised the necessary funds "in fairly short order",[18] it stands to reason that some considerable time whould have been required for Mr. and Mrs. Lister to actually raise the funds by mortgaging certain real property registered in their names.[19] While we have already seen that an adverse inference should not be drawn against Mr. Lister for his failure to request an extension of time to pay, it appears from the evidence that from and after the moment of demand, neither he nor Lister Limited made any proposal to repay the indebtedness.

In the recent case of *Mister Broadloom Corporation (1968) Ltd.* v. *Bank of Montreal*[20] ("Mister Broadloom"), the Ontario High Court stated:[21]

> It may be said that, when a debtor is told there is no time to pay, a debtor need not advance a proposal for payment in the future for it would be futile. It may also be said, however, more convincingly that when a debtor does not ask for time to pay and does not show that he can raise the money, the creditor can assume that the money cannot be raised or that the debtor does not wish to try to do so. Someone as experienced in business matters as was Diamond, if he really could raise the money in a few days and really wanted to pay the debt, would have been expected to ask for some time in which to do it and would not have given up so quickly. The fact that he did not was a significant factor to be considered by the bank in coming to the view that he could not or was unwilling to raise the money owed to them and that they could proceed with the receivership.

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17. *Supra* n. 10 at 691 (D.L.R.), at 176 (O.R.).
18. *Supra* n. 9 at 343.
19. *Supra* n. 10 at 690 (D.L.R.), at 175 (O.R.).
20. *Supra* n. 2.
21. Per Linden J. in *Mister Broadloom, supra* n. 2 at 726 - 727 (D.L.R.), 211 - 212 (O.R.). *See also Lowes Chrysler Dodge Ltd.* v. *Bank of Montreal* (1979) 31 C.B.R. (N.S.) 71 (Ont. S.C.), wherein the court also stressed that the borrower had not made any attempt to repay the obligation from and after the time at which demand was made under the demand debenture.

The decision of the Ontario High Court in *Mister Broadloom*[22] is often cited as authority for the proposition that a lender must allow the borrower reasonable time to meet the demand for payment. In *Mister Broadloom*, as in *Lister*, the borrower (an experienced businessman) did not ask for time to pay the debt due pursuant to the demand debenture, nor did he put forward any tangible proposal for repayment at the time of demand.

Furthermore, the court in *Mister Broadloom* (as in *Lister*) found as a fact that the borrower could have raised the necessary money in a short period.[23] Unlike Mr. Lister, however, the borrower in the *Mister Broadloom* case had been a good customer of the lender for thirteen years prior to the receivership. It was held in *Mister Broadloom*, however, that while the lender's conduct in that case could not be characterized as considerate or thoughtful, the court could not find that the lender had acted improperly by allowing the borrower (prior to the insertion of the receiver) a mere forty to fifty minutes to repay the debt. (The debt in *Mister Broadloom* was approximately four and one-half times as large as in *Lister*).

The decision of Estay J. in *Lister* neither expressly overrules the decision in *Mister Broadloom*, nor attempts to distinguish it.[24] Rather, Estay J. merely cites the *Mister Broadloom* decision as authority for the modern application of the rule requiring reasonable notice.

In the *Lister* decision, Estay J. (for the unanimous Supreme Court) also relied upon the mid-nineteenth century decision of *Massey* v. *Sladen*[25] for the proposition that a lender must allow the borrower reasonable time to meet the demand for payment. Mr. Justice Estay neglected to point out, however, that in *Massey* v. *Sladen* it had been held[26] that once the borrower received a demand for payment, he must make some answer to it, either by offering to pay at once, or if unable to do so, by admitting his inability. In the latter case, the lender would be entitled to seize at once.

In the *Lister* case it is submitted that Dunlop had ample reason to assume that the funds could not be raised or that Lister Limited did not wish to do so. Thus, Dunlop's somewhat precipitous act of appointing its receiver is far from incomprehensible. Viewed in this context, the result of the Supreme Court decision in *Lister* is unfortunate; for in appointing its receiver, Dunlop was held by the Supreme Court to the same liability

22. *Supra* n. 2.

23. *Supra* n. 2 at 721 (D.L.R.), at 206 (O.R.).

24. The result in *Mister Broadloom* might have been distinguished from the result in *Lister* on the basis of the risk to the lender in *Mister Broadloom* in losing its security. In *Mister Broadloom*, the lender was of the view that each additional day it waited, its security was diminishing, and its risk was increasing. The court noted in this regard that certain inter-company loans had been repaid prior to the receivership in violation of the shareholder's equity clause in the debenture. Mr. Justice Linden stated in the *Mister Broadloom* case that, "This element of potential risk must be weighed heavily in this assessment", *supra* n. 2 at 724 (D.L.R.).

25. (1868) 4 Exch. 13.

26. *Id.* at 17 per Kelly C.B..

standard in damages as a lender who appoints a receiver maliciously without probable cause.[27]

Prior to the *Lister* decision, it had been widely thought that the dominant factor to be weighed by the courts in determining the period of notice under a demand debenture, was the risk to the lender.[28] In situations where it was plausible that the borrower (if given time to pay after the demand) might dissipate, transfer, or conceal assets, the courts were inclined to afford the lender more leeway to appoint its receiver more quickly.[29] The judgment of Estay J. in *Lister* makes no specific finding as to whether Dunlop's security position would have been jeopardized by affording Lister Limited additional time to pay after the demand.[30] The judgment of Estay J. is disappointing for its failure to state what weight, if any, the Supreme Court of Canada placed upon this critical factor of risk to the lender.

Although Estay J. referred in his decision to the finding of the trial judge in *Lister* to the effect that the funds demanded from Lister Limited could have been obtained "in fairly short order",[31] it cannot be ascertained from the decision what weight, if any, was placed by Estay J. on the factor of availability of funds to the borrower. Therefore, it is difficult to apply the judgment of Estay J. to subsequent cases.

For instance, what period of notice, if any, should be allowed in a case where the borrower has no realistic possibility of raising the necessary funds at or about the time of demand? That precise question arose in the recent case of *Skyrotors Ltd.* v. *Bank of Montreal*[32] ("Skyrotors"). In *Skyrotors*, the borrower had no funds with which to meet the demand, but the risk to the lender in allowing time before appointing its receiver was not substantial. The lender presented a demand for payment pursuant to the demand debenture, and appointed its receiver immediately thereafter. In *Skyrotors*, the Ontario High Court purported to follow the proposition that reasonable notice must be given to a borrower pursuant to a demand debenture. In applying the principle to the facts of that case, however, the Court concluded that as there was virtually no likelihood of the borrower repaying the loan at any time, the Bank had acted reasonably in inserting its receiver.[33]

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27. In *Lister*, the Supreme Court upheld the trial judge's award of exemplary damages against Dunlop. It appears that a contributing factor in the award of exemplary damages was that Dunlop's receiver seized and retained in his possession (for a considerable period of time) certain assets which did not even belong to Lister Limited. Had such additional assets not been seized, it is not clear whether the Court in *Lister* would have awarded exemplary damages against Dunlop. In any event, *see* J. Amerine "Receiverships: Let The Procurer Beware" (1978-79) 18 *Washburn L.J.* 391, wherein it is noted that certain American courts employ a pure malicious prosecution approach by requiring all malicious prosecution elements to be shown in wrongful receivership actions. The learned author also notes that some American jurisdictions indicate wrongful receivership and civil malicious prosecution are comparable, both requiring malice and want of probable cause.

28. *See* D.R. Johnson, "The Enforcement of Demand Debentures" (1982) 6 *Can. Bus. L.J.* 153 at 173.

29. *Royal Bank of Canada* v. *Cal Glass Ltd.* (1980) 22 B.C.L.R. 328 (C.A.); *affg* (1979) 18 B.C.L.R. 55 (S.C.).

30. The trial judge and Ont. C.A. made no finding on this point.

31. *Supra* n. 9 at 343 (D.L.R.).

32. (1980) 34 C.B.R. (N.S.) 238 (Ont. S.C.).

33. *Id.*.

In the case of *Royal Bank of Canada* v. *Cal Glass Ltd.*,[34] where the ability of the borrower to raise the money "was improbable, to say the least",[35] the British Columbia Supreme Court held that the granting of only thirty minutes to the borrower to meet the demand for payment under the demand debenture was reasonable in the circumstances. Another decision of the same British Columbia Supreme Court, decided only one year later,[36] found a lender liable in damages for allowing the borrower only twenty minutes to meet the demand for payment pursuant to a demand debenture.

The resulting uncertainty, caused by the difficulty to predict results in future cases, may lessen the effectiveness of the receivership remedy. The *Lister* decision has not served to reduce this uncertainty. Although the *Lister* case was litigated through the courts for approximately five years, we still do not know how much time to repay should have been allowed by Dunlop to Lister Limited from and after the time of demand. The Supreme Court neglected or omitted to make any finding in this regard.[37]

One court[38] has extended the time to be allowed to the borrower for repayment to "at least a few days". Another court[39] has intimated that if the borrower had made a concrete proposal to repay the obligation at the time of demand, a period of three or four days might have been considered as a reasonable time to pay. Such liberal interpretations may be attributable to the "increasing complexity of arranging for the payment of large sums of money today and the additional time now required to do so."[40] If, however, the borrower is allowed too much time (after demand) in which to dissipate or improperly apply assets, there may be little left to preserve when the receiver finally takes possession. From the very nature of the receivership remedy, and the purpose for which it may be involved, its sufficiency depends on the promptness with which it may be exercised.[41]

"Although debtor protection is desirable, corresponding creditor's rights should not be frustrated".[42] The courts, caught between these competing situations, must weigh the need for protection of the creditor's

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34. *Supra* n. 29.
35. *Id.* at 70, per Fawcus J. of the trial court decision.
36. *Bank of Montreal* v. *Wilder* (1980) 19 B.C.L.R. 77 (S.C.). *See also Pullman Trailmobile Canada Ltd.* v. *Hamilton Transport Refrigeration Ltd.* (1979) 96 D.L.R. (3d) 322 (H.C.J.). In the *Pullman Trailmobile* case, the court adopted a strictly technical position against the lender, and held that the inability of the major shareholder of two corporate debtors to personally raise the funds demanded did not conclusively establish that the two corporate debtors were also lacking in that ability. The court concluded that the appointment of the receiver, almost immediately after the presentation of the demand for payment, was unreasonable in the circumstances.
37. The trial judge in *Lister* also failed to indicate how much time to repay should have been allowed to Dunlop by Lister Limited.
38. *West City Motors Ltd.* v. *Delta Acceptance Corp. Ltd.* (1961) 40 D.L.R. (2d) 818 at 824. (Ont. H.C.J.).
39. *Supra* n. 2 at 728 (D.L.R.), 213 (O.R.).
40. *Supra* n. 2 at 722 (D.L.R.), 207 (O.R.), per Linden J..
41. S. Kirsh, "Appointment of a Receiver Without Notice in Indiana" (1978 - 79) 12 *Indiana L.Rev.* 425.
42. J. Amerine, *supra* n. 27 at 396. *See also* R.C. Turton, "Floating Charges and the Appointment and Administration of Receivers and Managers in the U.K." (1982) 87 *Commercial L.J.* 95.

property interest against the rights of the party in possession of the assets.

Had the Supreme Court in *Lister* taken the opportunity to set forth which specific factors should be weighed in assessing the period of reasonable notice,[43] it would have facilitated the development of the law by future courts in this critical area in a manner which would produce predictability, thereby reducing the need for subsequent Supreme Court involvement. The need for specific guidelines is compounded because the legislatures have not provided any legislative guidance in this area.[44] Lenders (and ultimately the courts) are therefore left with the unenviable task of determining what period of notice is reasonable.

While the judgment of the Supreme Court in *Lister* reaffirms the principle that pursuant to a demand debenture the borrower must be allowed reasonable time to repay, the Court refrains from providing specific guidance to future courts (or to lenders) on the application of that principle, and fails to provide the basis for applying the judgment in subsequent cases.[45]

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43. In *Mister Broadloom*, *supra* n. 2, Linden J. sets forth seven specific factors which he says must be analyzed in assessing what length of time is reasonable in a particular fact situation, namely: (1) the amount of the loan; (2) the risk to the creditor of losing his money or the security; (3) the length of the relationship between the debtor and the creditor; (4) the character and reputation of the debtor; (5) the potential ability to raise the money required in a short period; (6) the circumstances surrounding the demand for payment; and (7) any other relevant factors. Although the Supreme Court in *Lister* cited the *Mister Broadloom* decision with approval, no comment was made as to the applicability of these seven factors. The Supreme Court in *Lister* was simply content to state in its judgment that the assessment of reasonable notice must depend on the particular facts and circumstances of each case.

44. *Supra* n. 41.

45. It is noteworthy that the debenture in *Lister* provided:

> . . . [A]nd such receivers so appointed shall have the power to take possession of the property and assets charged and to carry on or concur in carrying on the business of the company and to sell or concur in selling any or all of such property or assets . . . The holder of the debenture in appointing or refraining from appointing such a receiver shall not incur any liability to the receiver, the company or otherwise.

This portion of the debenture could be construed as an exemption clause which would have precluded Lister Limited from suing Dunlop, unless Dunlop's actions in appointing a receiver constituted a fundamental breach of contract, or a breach of a fundamental term: *Mendelssohn* v. *Normand Ltd.* [1969] 2 All E.R. 1215; *R.G. McLean* v. *Canadian Vickers Ltd.* (1970) 15 D.L.R. (3d) 15 (Ont. C.A.). This exemption clause may not, however, have been broad enough to preclude the shareholders of Lister Limited from suing Dunlop, for it does not appear that the debenture was executed by those shareholders: *see* for example, *Scruttons Ltd.* v. *Midland Silicones Ltd.* [1962] A.C. 446 (H.L.); *see also* G. Battersby, "Exemption Clauses and Third Parties" (1975) 25 *U. of T.L.J.* 371. None of the courts which heard the *Lister* case, including the Supreme Court, made reference to the fact that the debenture in question may have contained an exemption clause.