

# THE FOLLOWING EXTRACTS REPRESENT 1% OF THE CASE



## England and Wales Court of Appeal (Civil Division) Decisions



### TSB BANK PLC v. ARTHUR LADSKY [1996] EWCA Civ 579 (14th August, 1996)

IN THE SUPREME COURT OF JUDICATURE QBCMI 96/0327/B

Wednesday, 14 August 1996

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**TSB BANK PLC**

Plaintiff/Respondent

- v -

**ARTHUR LADSKY**

Defendant/Appellant

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**ROGER KAYE QC & ALAMAIR WALTON (Instructed by Messrs Cawdery Kaye Fireman & Taylor, London, NW3 1QA) appeared on behalf of the Appellant**

.....This an appeal brought by Mr. Ladsky ....Mr. Ladsky was the guarantor of the obligations of **Combined Mercantile Securities Ltd**

...

By a letter dated **8th March 1995** the **Respondents demanded repayment** by the company of the advances (together with interest and expenses) made under the Facility Letter. **These amounted to over £3 million.**

The basis of this demand...was that a mortgage and a debenture granted to the Respondents' predecessors in title to secure the advances under the Facility Letter had **become enforceable as the result of a breach by the company of the covenants in these securities to keep [ ] in good repair and condition.** By a letter of the same date, the Respondents demanded payment of the same amount from Mr. **Ladsky** under his guarantee.

...

**It is common ground that at the date of the letters the property in question was in disrepair. ...**

...

**Mr. Ladsky has failed to persuade me that he has any arguable defence to the claim**

**Order:** **appeal dismissed with costs; order directing that the sum of money lying in court be paid out to the plaintiff's solicitors without further order; leave to appeal to the House of Lords refused.**

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