

Paul Stulov in person, appalled

March 16/18

T.R. Horton for Mr. Luke

THIS CASE IS AN EXAMPLE OF THE ADAGE "PENNY WISE POUND FOOLISH." I might not have found the way the trial judge found at trial. I view the email from Ramin dated Nov 17/15 AS AN ADMISSION. IT WAS PRODUCED AND TESTIFIED TO BY THE DEFENDANT'S REPS. & IT IS DAMNING.

BUT, THE JUDGE REJECTED THE CREDIBILITY OF MR STULOV'S EVIDENCE. HE CALLED NO OTHER WITNESSES. THERE IS NO OTHER EVIDENCE ACCEPTED BY THE JUDGE OR PRESENTED TO PROVE: (a) MR. STULOV IS A JOINT OWNER OF THE CAR & JOINT PAYER OF FOR THE NEW TRANSMISSION OR (b) THE ~~THE~~ TRANSMISSION OR FAILED OR WAS EMPTIED BECAUSE OF AN ACT OF MR LUKE (CAUSATION) THE LETTER FROM MR STULOV'S SPOUSE WAS NOT ACCEPTED AS SUFFICIENTLY RELIABLE EVIDENCE. I MIGHT HAVE RECOGNIZED IT IN A COURT OF EQUITY & GOOD CONSCIENCE. EVIDENCE WEIGHT AND CREDIBILITY FINDINGS ARE THE PROVINCE OF THE TRIAL JUDGE. THE LACK OF WITNESSES PRESENTED BY MR STULOV LEFT THE JUDGE AS UNABLE TO TEST THE EVIDENCE ON WHICH

ONTARIO SUPERIOR OF JUSTICE (DIVISIONAL COURT)

Proceedings Commenced at TORONTO

APPEAL BOOK AND COMPENDIUM

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HE RELIED. WHOLE, ON THE FACTS, A VALID AGREEMENT
 COULD HAVE BEEN FOUND, WHEN THE JUDGE REJECTED
 MR STULOV'S EVIDENCE AND WITHOUT MR RAMIN
 BEING PRESENT, ~~IT WAS~~ THERE WAS NO EVIDENCE,
 ACCEPTED AS POSITIVE THAT SUPPORTED THAT
 SUBMISSION BY MR. STULOV. ~~IT WAS~~ WHETHER /
 WOULD HAVE AFFECTED ON NOT, THERE WAS A PROPER
 EVIDENTIARY BASIS FOR THE JUDGE TO FIND THAT
 THAT ~~IT WAS~~ RAMIN HAD A PERSONAL SIDE DEAL,
 THAT QUITE INTENTIONALLY AVOIDED MR. STULOV
 CONTRACTING WITH MR LYBE.

- (1) It is not his own oil rather than only the
 oil change service provided by Mr Lybe. No one
 would want ~~supply~~ parts provided by someone else.
- (2) It required a cash discount of such
 a magnitude, he could not have believed he was
 buying an expensive warranty of service;

~~THE~~ ONE THE JUDGE FOUND THAT THE ACTORS WERE
 DELIBERATELY AVOIDING TO DO BUSINESS PERSONALLY
 AS A SIDE DEAL, OUTSIDE OF MR LYBE, THEN MR LYBE
 CANNOT REASONABLY BE FOUND ~~BE~~ VICARIOUSLY LIABLE
 FOR NEGLIGENCE IN THE PERFORMANCE OF THE SIDE DEAL.

WHAT IT APPEARS THAT THE JUDGE MADE MANY
 FINDINGS TO APPEAL - PROOF HER REASONS, ~~THE~~
 ONCE SHE REJECTED THE CREDIBILITY AND RELIABILITY
 OF MR. STULOV'S EVIDENCE, HE WAS LEFT WITH NOTHING
 OF WEIGHT TO PROVE HIS CLAIMS. RAMIN'S EMAIL DOES
~~NOT PROVE~~ ~~THE~~ PROVES THAT THE TANK WAS ~~THE~~ NOT 13

ie on N. Costs of \$3000 all-in payable
to the State to the Respondent jointly & severally
within 60 days.

M. J. J.