

Defendants, to the said Bank, and then and there also presented to the said Company Defendants the said transfer and offered to surrender the same, on the due execution of such transfer aforesaid on the Books of the said Company, but the said Company Defendants wholly neglected and refused to execute such transfer on the Books of the said Company: Whereupon afterwards, to wit: on the ninth day of December eighteen hundred and fifty-three, (the said Bank having in the meantime made similar verbal applications on several occasions but without effect, through the ministry of J. J. Gibb and his Colleague, Notaries Public,) the said Bank did formally reiterate their said demand to have the said two hundred and ten shares transferred as aforesaid on the Books of the said Company Defendants, and did also then and there re-exhibit and re-offer to surrender the said transfer as aforesaid but the said Company Defendants still persisted in refusing to transfer the said two hundred and ten shares on the Books of the said Company, and thereupon the said Bank duly protested against the said Company for all costs, losses, damages, injuries and hurts had, suffered and sustained or which might thereafter be had, suffered and sustained in consequence of the premises. As the whole will more fully appear by reference to an authentic copy of such last mentioned Notarial demand and protest herewith produced and filed, and to which the said Plaintiff particularly refers, as forming part of these presents.

That in so refusing to transfer the said several shares on the Books of the said Company as aforesaid, said Company assigned no legal or sufficient ground for withholding such transfer and moreover had not any legal or sufficient ground or justification for so acting but on the contrary were bound and liable forthwith on the demands so made as aforesaid to transfer the said several shares on the Books of the said Company to the parties so demanding the same.

That at the said several periods when the said demands were so made as aforesaid, on the said Company Defendant, to transfer the said several shares of stock on the Books of the said Company, the said two hundred and sixty eight shares were worth in the Montreal Market and were readily saleable therein at eighteen per cent discount and that had the said Company Defendants transferred the said shares on the said Books of the said Company Defendants, as they were bound to have done, the said Lemesurier, Routh and Company and the said Bank who held the same as aforesaid in the interest of the said Plaintiff could have and would have sold and disposed of the same for an amount not less than five thousand, four hundred and ninety four pounds sterling or six thousand six hundred and eighty four pounds, seven shillings and four pence currency.

That notwithstanding all the foregoing premises the said Company Defendants still continued illegally to refuse to transfer on the Books of the said Company the aforesaid two hundred and sixty eight shares of the said stock, or any part thereof, until the fourth day of April, eighteen hundred and fifty four, when the said Company transferred on their said Books the aforesaid fifty eight shares in favor of the said Lemesurier, Routh and Company, and until the thirteenth day of May, eighteen hundred and fifty-four, when the said Company transferred the said two hundred and ten shares in favor of the said City and District Savings Bank of Montreal. That in the interim between the time when the said transfer on the Company's said Books was so originally demanded as aforesaid, and the respective dates last mentioned when the said transfer was so actually effected, the Capital stock of the said Company Defendants became and was so greatly depreciated in value that the only amount which the said Lemesurier, Routh and Company and the said Bank were enabled to obtain and realise for the said two hundred and sixty-eight shares of stock, which they caused to be sold with all reasonable and prudent despatch after the said transfers were so respectively made on the Books of the said Company as aforesaid, was, four thousand three hundred and fifty three pounds, four shillings and two pence currency, instead of six thousand six hundred and eighty four pounds, seven shillings and four pence currency, which they could easily have obtained and realised therefor, had they been allowed to have their said transfers recorded on the Company's said Books at the periods when the demands to that effect were first made as aforesaid; thereby causing a manifest loss to the said Plaintiff of at least two thousand three hundred and thirty one pounds, three shillings and two pence currency, independently of loss of interest and costs of Protest and other damages incidentally suffered by him the said Plaintiff, by reason of the said illegal and unjustifiable acts of the said Company Defendants, which said loss of interest, cost of Protest and other incidental damages aforesaid the said Plaintiff estimates at six hundred and sixty eight pounds, sixteen shillings and ten pence currency.

That by reason of the said several premises and by law the said Plaintiff hath a right to recover from the said Company Defendants, the said two amounts last mentioned which form united three thousand pounds, currency.

Yet the said Company Defendants, although frequently requested to pay the said last mentioned sum of money hath hitherto wholly neglected and refused to pay the same or any part thereof.

Wherefore the said Plaintiff hereby declaring his option and choice of a trial by jury, brings suit and prays, that the said Company Defendants may be adjudged and condemned, to pay and satisfy to the said Plaintiff the said sum of three thousand pounds currency, together with interest thereon until paid and costs of suit.

(Signed,) BETTUNE & DUNKIN,
Attorneys for Plaintiffs.

Montreal, 23rd February, 1858.