

Superior Court.

ARTHUR C. WEBSTER,

Plaintiff.

vs.

THE GRAND TRUNK RAILWAY COMPANY OF CANADA.

Defendants.

Arthur C. Webster, formerly of the City of Montreal, in the District of Montreal, at present residing in the City of Quebec, in the District of Quebec, Esquire, Plaintiff, complains of the Grand Trunk Railway Company of Canada, Defendants and declares:—

That at all and every the times and periods herein after mentioned the said Defendant was a Body Politic and Corporate, duly incorporated as such by virtue of Public Act of this Province;

That on the first day of October eighteen hundred and fifty-three, the said Plaintiff was and for many months previously had been possessed of two hundred and sixty eight shares, of twenty-five pounds sterling each in the Capital Stock of the said Company Defendants, as the owner and proprietor thereof.

That on the said first day of October eighteen hundred and fifty-three, the said Plaintiff being indebted to a certain copartnership firm then carrying on business in the said City of Montreal, under the name or style of Lemesurier, Routh and Company, in the sum of one thousand four hundred and three pounds, fifteen shillings and seven pence, currency, for so much money loaned to him by the said firm, and having engaged to transfer to such firm fifty eight of the said two hundred and sixty-eight shares, as collateral security for the due payment of such indebtedness and in order that the said firm might realise the amount so due to them by the Plaintiff out of the sale of the said fifty-eight shares, he, the said Plaintiff, did in due form of law, by an instrument in writing executed in duplicate on the said first day of October eighteen hundred and fifty-three, transfer and sell to the said Lemesurier, Routh and Company the aforesaid fifty-eight shares in the Capital Stock of the said Company Defendants, the whole on the understanding that the surplus of the proceeds of the sale by the said firm of the said fifty-eight shares, after deduction of the Plaintiff's said debt should be paid by them to the said Plaintiff.

That thereupon the said Lemesurier, Routh and Company duly demanded of the said Company Defendants to transfer the said fifty-eight shares of Stock, on the Books of the said Company Defendants to them the said Lemesurier, Routh and Company and then and there also presented to the said Company Defendants, the said transfer and offered to surrendered 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 twenty-fourth day of December eighteen hundred and fifty-three, (the said firm having in the mean time made similar verbal applications on several occasions but without effect) through the ministry of J. J. Gibb and his Colleague, Notaries Public, the said Lemesurier, Routh and Company, did formally reiterate their said demand, to have the said fifty-eight shares transferred as aforesaid, on the Books of the said Company Defendants, and did also then and there re-exhibit and re-offer to surrendered the said transfer as aforesaid, but the said Company Defendants still persisted in refusing to transfer the said fifty-eight shares on the Books of the said Company, and thereupon the said firm 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 Notarial demand and Protest herewith produced and filed, and to which the said Plaintiff particularly refers as forming part of these presents.

That on the twenty-fifth day of November eighteen hundred and fifty-three, the said Plaintiff being indebted to "The City and District Savings Bank of Montreal," in the sum of four thousand seven hundred and forty pounds, nine shillings and eight pence currency, for money by the said Bank loaned to him, the said Plaintiff, and having engaged to transfer to the said Bank two hundred and ten of the said two hundred and sixty-eight shares as collateral security for the due payment of such indebtedness and in order that the said Bank might realise the amount so due to them by the said Plaintiff out of the sale of the said two hundred and ten shares he, the said Plaintiff, did, in due form of law by an instrument in writing executed in duplicate on the said twenty-fifth day of November, eighteen hundred and fifty-three, transfer and sell to the said Bank the aforesaid two hundred and ten shares in the Capital Stock of the said Company Defendants; the whole on the understanding that the surplus of the proceeds of the sale of the said two hundred and ten shares, after deduction of the Plaintiff's said debt should be paid by them to the said Plaintiff.

That thereupon the said Bank duly demanded of the said Company Defendants, to transfer the said two hundred and ten shares of Stock on the Books of the said Company