

Lastly, I am said to go wrong in the statement that the rights of a shareholder must be enforced in the province where the company is incorporated. Mr. Labatt claims to refute this by saying that I surely would not seriously object to the proposition that in case of an assignment, pledge or testamentary disposition of shares in a company rights could be enforced elsewhere than in the courts of the incorporating province. I certainly do not contend otherwise, but Mr. Labatt cannot have studied the position closely or he would not have put this forward as an answer to the proposition I stated.

Take the case of a shareholder assigning his shares and wishing to assert his rights against the assignee. Would he there be asserting the rights of a shareholder? Clearly not for by the assignment he ceases to be a shareholder in respect to the shares assigned. He would thereby proceed to enforce the contract for a transfer of property made with the assignee. The position is the same in proceedings by the assignee. Likewise if shares are pledged the pledgor in asserting his rights against the pledgee or the pledgee against the pledgor would not do so *qua* shareholder, but as a property owner in the one case and a holder of securities in the other and in each as a party to the pledging contract. That shares were pledged would be a mere incident; the proceedings would be the same if it were horses or any other property. And if shares are disposed of by will necessarily the testator could never enforce rights in respect to them. If his executors did so it would not be as shareholders, but against shareholders, the devisees. And if the latter proceeded against the estate it would be merely to enforce the provisions of the will as to the devise of property which happens to be shares in the stock of a company. I, therefore, adhere to my position, namely, that the rights of a shareholder (as such) cannot be enforced elsewhere than in the province of origin of the company.

C. H. MASTERS.