

Provision  
when shares  
are taken in  
execution.

person or persons; and no fractional part or parts of a share, or other than a whole share, shall be assignable or transferable; and when any share or shares of the said capital stock shall have been sold under a writ of execution, the sheriff by whom the writ shall have been executed, shall, within thirty days after the sale, leave with the Cashier of the Bank an attested copy of the writ, with the certificate of such sheriff endorsed thereon, certifying to whom the sale has been made, and thereupon (but not until after all debts and liabilities contracted, although not yet due, by the original holder or holders of the said shares of the said Bank, shall have been discharged as aforesaid, or shall have been secured to the satisfaction of the Directors) the President or Vice President, or Cashier of the Corporation, shall execute the transfer of the share or shares so sold to the purchaser, and such transfer being duly accepted, shall be to all intents and purposes as valid and effectual in law as if it had been executed by the original holder or holders of the said share or shares, any law or usage to the contrary notwithstanding.

In what only  
the business of  
the Bank shall  
consist.

V. The said Bank shall not, either directly or indirectly, hold any lands and tenements, (save, and except such as by the first section of the said recited Act, it is specially authorized to acquire and hold,) or any ships or other vessels, or any share or shares of the capital stock of the said Bank, or of any other Bank in this Province; nor shall the said Bank either directly or indirectly, lend money or make advances upon the security, mortgage, or hypothecation of any lands or tenements, or of any ships or other vessels, nor upon the security of any share or shares of the capital stock of the said Bank, or of any goods, wares or merchandize, or engaged, or be engaged in any trade whatever, except as a dealer in gold and silver bullion, bills of exchange, discounting of promissory notes, negotiable securities, and in such trade generally as legitimately appertains to the business of banking: Provided always, that the said Bank may take and hold mortgages and hypothèques on real estate and on ships, vessels and other personal property in this Province, by way of additional security for debts contracted to the Bank in the course of its dealings, and also for such purposes, may purchase and take any outstanding mortgages, judgments or other charges, upon the real or personal property of any debtor of the said Bank.

Proviso.

Bank may pay  
interest; and  
deduct dis-  
count from  
notes.

VI. The Bank may allow and pay interest, not exceeding the legal rate in this Province, upon money deposited in this Bank; and in discounting promissory notes, bills, or other negotiable securities, or paper, may receive or retain the discount thereon, at the time of discounting or negotiating the same; and where notes, bills, or other negotiable securities, or papers, are *bonâ fide*, payable at a place within the Province, different from that at which they are discounted, the Bank may also, in addition to the discount, receive or retain an amount not exceeding one-half per centum, on the amount of every such note, bill, or other negotiable security or paper, to defray the expenses of agency and exchange attending the collection of every such note, bill, or other negotiable security or paper; and the Bank may charge any note or bill held by, and made payable at the Bank, against the deposit account of the maker or acceptor of such note or bill, at the maturity thereof, any law, statute or usage to the contrary notwithstanding.

May make a  
charge on bills,  
&c., payable  
at another  
place: and  
charge certain  
notes, &c., to  
deposit ac-  
counts.

Where the  
notes of the  
Bank shall be  
payable.

VII. The notes or bills of the said Bank, made payable to order or to bearer, and intended for general circulation, whether the same shall issue