hold mort-

additional security.

Share or Shares of the Capital Stock of the said Bank, or of any goods. Nor exercise wares or merchandize; nor shall the said Bank either directly or inany but Bank-directly raise loans of money, or deal in the buying, selling, or bartering of goods, wares or merchandize, or engage or be engaged in any trade whatever, except as a dealer in gold, and silver bullion, bills of 5 exchange, discounting of promissory notes and negotiable securities, and in such trade generally as legitimately appertains to the business of Proviso: may banking; Provided always, that the said Bank may take and hold gages, &c., as mortgages and hypothèques on real estate, and on ships, vessels, and other personal property in this Province, by way of additional security 10 for debts contracted to the Bank in the course of its dealings, and also for such purpose, may purchase and take any outstanding mortgages. judgments or other charges upon the real or personal property of any

Discounts to Directors limited to onetwentieth of the whole.

debtor of the said Bank.

27. The aggregate amount of discounts and advances made by the 15 said Bank upon commercial paper or securities bearing the name of any Director of the said Bank, or the name of any co-partnership or firm in which any Director of the said Bank shall be a partner, shall not at any one time exceed one twentieth of the total amount of discounts or advances made by the Bank at the same time.

Bank may retain discounts, &c.

And may charge a pre-

mium in cer-

tain cases.

28. The Bank may allow and pay interest not exceeding the legal rate in this Province, upon money deposited in the Bank; and in discounting promissory notes, bills, or other negotiable securities or papers, may receive or retain the discount thereon at the time of discounting or negociating the same, and when notes, bills, or 25 other negotiable securities or papers are bona 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 such note, bill or other negotiable security or paper; 30 and the Bank may charge any note or bill held by and made counts of cer- 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

May charge notes, &c., against the deposit actain parties thereto.

Certain bonds 29. The bonds, obligations and bills, obligatory or of credit, of the 35 &c., of the said Bank, under its common seal, and signed by the President or Bank, to be assignable by Vice-President, and countersigned by a Cashier or Assistant Cashier endorsement, thereof, which shall be made payable to any person or persons, shall be asssignable by endorsement thereon, under the hand or hands of such person or persons, and of his, her, or their assignee or assignees, and 40 so as absolutely to transfer and vest the property thereof in the several asignees successively, and to enable such assignee or assignees, to bring and maintain an action or actions thereon, in his, her, or their own name or names; and signification of any assignment by endorsement shall not be necessary, any law, custom or usage to the contrary not- 45 Bill and notes withstanding; and bills or notes of the said Bank, signed by the valid, though President, Cashier, or other officer appointed by the Directors of the said Bank to sign the same, promising the payment of money to any

> the scal of the said Bank, shall be binding and obligatory upon it in the 50 like manner and with the like force and effect as they would be upon any private person, if issued by him in his private or natural capacity. and shall be assignable in like manner as if they were so issued by a private person in his natural capacity; Provided always, that nothing

or usage to the contrary notwithstanding.

scal. person or persons, his or their order, or to the bearer, though not under