Real Property.

3. The said Company may, from time to time, purchase, hire, lease and hold such immoveable property as may be necessary for carrying on the business of the said Company, and may sell, lease or otherwise dispose of such property, from time to time. as they may see fit.

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Issue of certificate of goods 4. The Company may issue certificates of goods and warehouse warehouse receipts therefor, on the production of which by the compliance by him with the terms

Transferable.

thereof, the said Company shall be compellable to deliver such goods, and such warehouse receipts shall be transferable by 10 endorsement, either special or in blank, and such endorsement shall transfer all right of property and possession of such goods to the endorsee or holder of such warehouse receipts, as fully and completely as if a sale and delivery of the goods mentioned therein had been made in the ordinary way, and on delivery of 15 such goods by the said Company, in good faith, to a person in possession of such warehouse receipts, the said Company shall be free from all further liability in respect thereof; Provided always, that the said Company shall be subject, in respect of such goods, and in respect of such warehouse receipts, to all the 20 obligations and duties imposed upon warehousemen, either by the statute law or by the common law of such part of Canada where the produce, goods, wares and merchandize mentioned in such certificates respectively, may be held, stored or warehoused.

Proviso.

Company may make advances on goods, &c.

5. The Company may, from time to time, make advances on goods or securities transferred to or in the custody or possession of the said Company, and such advances may be made either in cash or by negotiable paper, made, endorsed or accepted by the Company, and the Company may charge a commission on such 30 advances, not exceeding two and a half per centum on the amount thereof; for which advances and commissions the said Company shall have a lien upon such goods and securities, but no lien shall attach in favor of the Company on any goods, wares and merchandize for which it may issue a receipt, the 35 extent and nature of which lien shall not be clearly expressed upon the face of, and be evidenced by such receipt itself; Provided, that in the event of the non-payment of such advances when due, the Company may sell at public auction or private sale the goods whereon such advances have been made, and 40 retain the proceeds, or so much thereof as shall be equal to the amount due to the Company upon such advances, with any interest, charges and costs, returning the surplus, if any, to the Notice of sale, owner thereof; but no sale of any goods shall take place under this Act until or unless, ten days' notice of the time and place of 45

Proviso; sale of . oods for non-payment of advances.

Provision in

such sale has been given by registered letter, transmitted through the post office, to the owner of such goods, prior to the sale thereof, unless otherwise provided in the contract between the parties; and in case any property deposited with the Company case goods are perishable. upon which they have made advances shall, before the maturity 50 of the contract, from any cause decrease in value from the price originally fixed, said Company may give notice to the pledger or his agent, by means of a registered letter, or otherwise, to per-

form the conditions of the contract, or make good the deficiency