

aforesaid, the Company may enter into and carry out such contracts, concessions and agreements as it thinks necessary.

Issue of  
share  
warrants.

**3.** The Company may, with respect to any share which is fully paid up, issue under its common seal a warrant stating that the bearer of the warrant is entitled to the share or shares therein specified, and may provide, by coupons or otherwise, for the payment of the future dividends on the share or shares included in such warrant, hereinafter referred to as a "share warrant." 5

Effect of  
share  
warrant.

**4.** A share warrant shall entitle the bearer of such warrant to the shares specified in it, and such shares may be transferred by the delivery of the share warrant. 10

Surrender  
and  
cancellation  
entitled to  
entry as  
shareholder.

Liability of  
Company for  
entry without  
cancellation.

**5.** The bearer of a share warrant shall, subject to the conditions to be determined by the directors as hereinafter provided, be entitled, on surrendering such warrant for cancellation, to have his name entered as a shareholder in the books of the Company, and the Company shall be responsible for any loss incurred by any person by reason of the Company entering in its books the name of any bearer of a share warrant in respect of the shares specified therein without the share warrant being surrendered and cancelled. 15

To what  
extent  
bearer is to  
be deemed  
shareholder.  
R.S., c. 79.  
Warrant will  
not qualify  
bearer as a  
director.

Particulars  
to be  
entered in  
register.

Date of  
surrender to  
be entered.  
R.S., c. 79, ss.  
89, 90.

Directors  
may vary  
conditions  
of issue.

**6.** The bearer of a share warrant, may, if the directors so determine, be deemed to be a shareholder of the Company within the meaning of *The Companies Act*, either to the full extent or for such purposes as is prescribed by the directors: Provided that the bearer of a share warrant shall not be qualified in respect of the shares specified in such warrant for being a director of the Company. 25

**7.** On the issue of a share warrant in respect of any share or shares, the Company shall strike out of its books the name of the shareholder then entered therein as holding such share or shares as if he had ceased to be a shareholder, and shall enter in the register the following particulars:— 30

- (a) the fact of the issue of the warrant;
- (b) a statement of the share or shares included in the warrant; 35
- (c) the date of the issue of the warrant;

and until the warrant is surrendered the above particulars shall be deemed to be the particulars which are required, by sections 89 and 90 of *The Companies Act*, to be entered in the books of the Company in respect of such share or shares; and on the surrender of a warrant the date of such surrender shall be entered as if it were the date at which a person ceased to be a shareholder. 40

**8.** The directors may determine, and from time to time vary, the conditions upon which share warrants shall be issued, and in particular upon which a new share warrant or coupon will be issued in the place of one worn out, defaced, lost or destroyed, and the conditions upon which the bearer of a share warrant shall be entitled to attend and vote at general meetings, and upon which a share warrant may be surrendered and the 45 50