

(5) The bank shall not, directly or indirectly, charge or receive any sum for the keeping of an account unless the charge is made by express agreement between the bank and the customer, nor, except by express agreement between the bank and the borrower, shall the making of a loan or advance be subject to a condition that the borrower maintain a minimum credit balance with the bank.

(6) Subsections (1) to (4) shall come into force six months after the coming into force of this Act or on such earlier day as the Governor in Council may fix by proclamation.”;

(b) Renumber clause 92 on page 76 as subclause (1) of clause 93 and renumber subclause (1) of clause 93 on page 76 as subclause (2);

(c) Strike out line 1 on page 77 and substitute therefor the following:

“(3) Nothing in subsection (2) shall be con-”;

(d) Strike out lines 6 to 9, inclusive, on page 77.

Clause 97

Strike out line 24 on page 80 and substitute therefor the following:

“the transmission in accordance with the claim; but nothing in this section shall be construed to prevent the bank from refusing to give effect to a transmission until there has been delivered to the bank such documentary or other evidence of or in connection with the transmission as it may deem requisite.”

Clause 101

Strike out lines 43 to 45, inclusive, on page 82 and substitute therefor the following:

“resolution carried by not less than two-thirds of the votes cast by the shareholders present in person or represented by proxy at the meeting, the”

Clause 122

In subclause (2) strike out lines 11 to 22, inclusive, on page 90 and substitute therefor the following:

“months.

(3) In the event of proceedings being taken under any Act for the winding-up of the bank in consequence of the insolvency of the bank, any calls on shareholders made thereafter shall be made in accordance with such Act.

(4) Failure on the part of a shareholder to pay any call referred to in this section when due constitutes a forfeiture by the shareholder of all claim in or to any part of the assets of the bank; but the call and any further call thereafter is recoverable from him as if no forfeiture had taken place.”

Clause 124

Strike out lines 5 to 8, inclusive, on page 91 and substitute therefor the following:

“assets;

(d) the indebtedness evidenced by a bank debenture is subordinate in right of payment to the prior payment in full of the deposit liabili-