

charges, advances, loans, interest, commissions and debts shall constitute a lien thereon. And the said The Hazard Wharf Company is hereby authorized to sell any of such minerals, lumber, raw materials, manufactured products or other property, and any of such bills of lading, storekeeper's or inspector's certificates, warehouse receipts, order for delivery or evidence of title, ownership or possession or right thereto or the property in any of such instruments mentioned or referred to, upon such contingencies and terms and notice, and in such manner, and appropriate and apply the proceeds in such manner as may be expressed in any warehouse receipt issued therefor or otherwise lawfully agreed upon between the said wharf company and the consignor or bailor or pledgor or other person. In case, however, no such other provision is so made therefor and to the extent that no such other provision is so made, the contingencies, time, terms and manner of such sale shall be as follows: The sale may be made at any time, whenever any of said charges, advances, loans, interest or commission or debts made a lien hereby, shall be due and in arrear; it shall be made at such time and place and on such terms as to said company may appear judicious; of such sale, ten days' notice shall be given by publication at least in one newspaper published in the city of Baltimore or in the city or county in which the subject of the lien to be sold may be situated; the proceeds of such sale, after paying the expenses thereof, shall be applied, first, to the payment of the lien of the said wharf company, and then to the payment of any other debt due to said The Hazard Wharf Company by the consignor, bailor, pledgor of the property sold, and the balance shall be paid on demand to the person entitled thereto; and delivery, according to the terms of its warehouse receipt or contract, shall wholly relieve and discharge the said Hazard Wharf Company from any and all liability on account of any goods, wares or merchandise or other property received, stored, shipped, handled or otherwise dealt in by said corporation.

CHAP. 431.

When sale
may be made

SEC. 3. *And be it further enacted,* That The Hazard Wharf Company, aforesaid, is hereby authorized and empowered to lay out and construct and operate a railroad or railroad tracks and sidings to connect any wharves, docks, slips and warehouses which it may now own or hereafter acquire with the tracks of any railroad company, or other property of any common carrier over such route as said wharf company may select, and to cross above, below or at grade, any road or turnpike and the tracks of any other railroad company; provided, however, that such route and tracks shall be so located and

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