

of the lands which will be required for the said canal and works. The Company shall serve a notice upon the opposite party, containing a description of the lands to be taken, or of the powers intended to be exercised with regard to any lands (describing them), a declaration that the Company are ready to pay some certain sum (or rent, as the case may be) as compensation for such lands, or for the damages arising from the exercise of such power, and the name of a person whom they appoint as their arbitrator if their offer be not accepted, and such notice shall be accompanied by the certificate of some sworn Surveyor for Lower Canada, disinterested in the matter, and not being the arbitrator named in the notice, that the land (if the notice relate to the taking of land) is shown on the map or plan deposited as aforesaid, as being required for the said Canal and works, or as being within the limits of deviation hereby allowed from the line of the said Canal, that he knows such land, or the amount of damages likely to arise from the exercise of such powers, and that the sum so offered is in his opinion a fair compensation for such land and for such damages as aforesaid; and in making the estimates for such compensation, the Surveyor shall, as shall also the arbitrators hereinafter mentioned, take into consideration and allow for the benefit to accrue from the said Canal to the party to whom compensation is to be made; and in any case where the Company shall have given and served the notice aforesaid, it shall be lawful for them to desist from such notice, and afterwards to give new notice with regard to the same or other lands, to the same or to any other party, but the Company shall in such case be liable to the party first notified for all demands and costs by him incurred in consequence of such first notice and *desistment*; and no change of ownership, after the Company shall have given and served the notice aforesaid, shall affect the proceedings, but the party notified shall be still deemed the owner, except as to the payment of the sum awarded.

Notice to opposite party.

Certificate of Surveyor.

If the opposite party be absent from the District in which the land shall be situate, or be unknown to the said Company, then, upon application to any Justice of the Superior Court for Lower Canada, accompanied by such certificate as aforesaid, and by an affidavit of some officer of the Company, that such opposite party is absent, or that after diligent inquiry the party on whom the notice ought to be served cannot be ascertained, such Justice shall order a notice as aforesaid (but without the certificate) to be inserted at least three times during one calendar month in some newspaper published in the City of Montreal, to be named by such Justice, in the English or French language, or both, in the discretion of such Justice.

If party be absent, or unknown.

If within ten days after the service of such notice, or within one month after the first publication thereof as aforesaid, the opposite party shall not notify to the Company that he accepts the sum offered by the said Company, or notify to them the name of a person whom he appoints as arbitrator, then any such Justice may, on application of the said Company, appoint some sworn surveyor for Lower Canada to be sole arbitrator for determining the compensation to be paid by the Company.

Party not accepting offer or naming arbitrator.

If the opposite party shall, within the time aforesaid, notify to the said Company the name of a person such party shall appoint as arbitrator, then the said two arbitrators shall jointly appoint a third, or if they cannot agree upon a third (of which fact the allegation of either of them shall be evidence), then any such Justice shall, upon the application of

Opposite party's arbitrator