

Company, and upon the said Company giving security to the satisfaction of such Justice or Judge, in such sum as he shall direct (not being less than twice the sum mentioned in the certificate of the Town Surveyor,) to pay 5 or deposit the amount to be awarded as compensation in such case, with interest from the date of such warrant, and all costs, within thirty days after the award shall have been made.

XV. And be it enacted, That when the said Com-
 10 pany and the owner of any land, ground, hereditament or property required for the purposes of the said Railway, cannot agree upon the price to be paid for the same, or cannot agree to an immediate arbitration thereon, it shall be lawful for the said Company to tender to the owner
 15 such sum of money as the said Company shall deem to be a sufficient price; and if the tender be refused, then it shall be further lawful for the said Company, upon protest against the refusal, to enter upon and take possession of, and apply to the purposes of the said Railway, the
 20 premises so required, anything in the said Act of Incorporation to the contrary notwithstanding: Provided always, that if after such tender and protest as aforesaid, the owner shall, in writing, give notice to the Company that he waives his refusal and will accept the tender,
 25 then, and in that case, the Company shall within ten days after the receipt of the notice, pay the amount of their tender to such owner.

If the Company and a proprietor cannot agree upon a price or arbitration, the Company, upon tender of a sum, &c. may take possession.

XVI. And be it enacted, That the compensation
 awarded as aforesaid, or agreed upon by the said Com-
 30 pany, and any party who might, under this Act, validly convey the lands, or then in lawful possession thereof as proprietor, for any lands which might be lawfully taken under this Act, without the consent of the proprietor, shall stand in the stead of such land; and any claim to,
 35 or mortgage, hypothec or incumbrance upon the said land or any portion thereof, shall, as against the said Company, be converted into a claim to the said compensation or to a like proportion thereof, and they shall be responsible accordingly whenever they shall have paid such compen-
 40 sation or any part thereof to a party not entitled to receive the same, saving always their recourse against such party: Provided always, that if the lands so taken be situate in Lower Canada, and if the said Company shall have reason to fear any such claims, mortgages, hypothecs or
 45 incumbrances, or if any party to whom the compensation or annual rent, or any part thereof shall be payable, shall refuse to execute the proper conveyance and guarantee, or if the party entitled to claim the same cannot be found or be unknown to the Company, or if for any other reason
 50 the Company shall deem it advisable, it shall be lawful for them to pay such compensation into the hands of the Prothonotary of the Superior Court for the District in

Compensation to stand in place of land.