

the ground or the country lying between the termini of any road, or supposed to be adapted for the site of any pier or piers, wharf or wharves, warehouse or warehouses, or of any other such work as aforesaid intended to be constructed by any such Company, and to designate and establish, take, appropriate, have, and hold, to and for the use of them and their successors, the requisite land upon the line and within the limits of any such road, or for any such other work as aforesaid, according to the provisions hereinafter contained for acquiring the same, and to dig, take, and carry away stone, gravel, sand, earth, and other like material, from any adjoining or neighboring lands; and also to cut, make, and keep in repair, upon such adjoining or neighboring lands, such ditches, drains, and water-courses as may be necessary for effectually draining or carrying off the water from any such road or other work; and whenever any such road passes through or by any wood or standing timber, to cut down the trees and underwood for one hundred feet on each side of the said road, making compensation therefor as hereinafter provided; And for the purposes aforesaid, the said Company and their agents, servants and workmen are hereby authorised and empowered to enter into and upon the lands and grounds of any person or persons, body or bodies corporate or politic, doing no unnecessary damage.

And take certain lands, &c.

XX. If the owner or owners, occupier or occupiers of any land, over, through or upon which any such Company aforesaid may be desirous of constructing any such road or other work, or from which materials are to be taken, or upon which any power given by this Act to the Company is intended to be exercised, shall, upon demand made by the Directors of any such Company, neglect or refuse to agree upon the price or amount of damages to be paid for or for passing through or over such land, and appropriating the same to and for the uses of any such Company, or for the exercise of any such power as aforesaid, it shall and may be lawful for the said Company to name one arbitrator, and for the owner or occupier of such land so required, or with regard to which such power is intended to be exercised as aforesaid, to name another arbitrator, and for the said two arbitrators to name a third, to arbitrate upon, adjudge and determine the amount which the said Company shall pay, before taking possession of such land or exercising such power as aforesaid; and upon such sum being ascertained, due attention being had by the arbitrators, in ascertaining the same, to the benefits to accrue to the party demanding compensation by the construction of the said road or other such work as aforesaid, it shall be lawful for the said Company to tender such sum to the said party claiming compensation, who shall thereupon be bound to execute a conveyance of such land to the Company, or other such document as may be requisite, and the said Company shall, after such tender, whether such conveyance or other document be executed or not, be fully authorised to enter upon and take possession of such land, to and for the uses of the said Company, and to hold the same, or to exercise such power as aforesaid, in such and the like manner as if the conveyance thereof or other document had been executed as aforesaid: Provided always, that if any such owner or occupier shall neglect to name an arbitrator for the space of twenty days after having been notified so to do by the Company, or if the said arbitrators do not, within the space of twenty days after the appointment of such second arbitrator, agree upon such third arbitrator, or if any one or more of the said arbitrators shall refuse or neglect, within the space of ten days after his or their appointment, to take upon him or them the duties

Arbitration of Company and proprietor. Cannot agree

Proviso.