

and all other trustees whatsoever, not only for and on behalf of themselves, their heirs and successors, but also for and on behalf of those whom they represent, whether issue infants unborn, lunatics, idiots, *femes covert*, or other persons seized, possessed, of, or interested in any lands, may contract for, sell and convey unto the Company all or any part thereof; and any contract, agreement, sale, conveyance and assurance so made shall be valid and effectual in law to all intents and purposes whatsoever, and the Corporation or person so conveying is hereby indemnified for what he or it respectively does by virtue of or in pursuance of this Act. 5 10

In case parties may not sell.

5. All Corporations or persons who cannot in common course of law sell or alienate any lands so set out and ascertained, shall agree upon a fixed annual rent as an equivalent, and not upon a principal sum, to be paid for the lands, and if the amount of the rent is not fixed by voluntary agreement or compromise, it shall be fixed and all proceedings shall be regulated in the manner herein prescribed; and for the payment of the said annual rent, and every other annual rent agreed upon or ascertained, and to be paid for the purchase of any lands or for any part of the purchase money of any lands which the vender agrees to leave unpaid, the vessels and other property of the said Company, and the fares and tolls collected thereon, shall be liable and chargeable in preference to all other claims and demands thereon whatsoever, the deed creating such charge and liability being duly registered in the Registry Office of the proper County. 15 20

Case of joint tenants, &c.

6. Whenever there is more than party proprietor of any land as joint tenant or tenants in common or *par indivis*, any contract or agreement made in good faith with any party or parties, proprietor or being together proprietors of one third or more of such land as to the amount of compensation for the same, or for any damages thereto, shall be binding as between the remaining proprietor or proprietors as joint tenant or tenants in common and *par indivis*, and the proprietor or proprietors who have so agreed may deliver possession of such land or empower the entry upon the same as the case may be. 25 30

Notice.

7. After one month's notice in at least one newspaper, if there be any published, in each of the Districts or Counties in which any property required by the Company is situated, application may be made to the owners of lands, or to parties empowered to convey lands, or interested in lands which may suffer damage from the exercise of any of the powers granted to the Company, and thereupon, agreements and contracts may be made with such parties touching the said lands, or the compensation to be paid for the same, or for the damages, or as to the mode in which such compensation shall be ascertained as may seem expedient to both parties, and in case of disagreement between them, or any of them, then all questions which arise between them shall be settled as follows, that is to say: 35 40 45

Its contents.

The notice served upon the party shall contain,

1. A description of the lands to be taken or of the powers intended to be exercised with regard to any lands describing them.
2. A declaration of readiness to pay some certain sum or rent, as the case may be, as compensation for such lands or for such damages, and
3. The name of a person to be appointed as the Arbitrators of the Company, if their offer be not accepted. 50