

Proviso. for the use of the said Company ; Provided always, that nothing herein-
before contained shall extend or be construed to extend to compel the
owner or owners of any lands, to sell, convey, or otherwise depart with
the same, to the said Company without a reasonable compensation
therefor, and the said Company are hereby empowered and authorized; 5
Power to do certain things and to construct certain works. to make one or more reservoirs, feeders, tunnels, and aqueducts, and all
such other matters and conveniences, as they shall think proper and
necessary for making, effecting, preserving, improving, completing and
using, in the constructing and completing the said extended Canal ; and
also, to bore, dig, cut, trench, remove, take, carry away and lay earth, 10
soil, clay, stones, rubbish, trees, beds of gravel, or sand, or any other
matter or thing, which may be required in making such Canal ; or in
making any reservoir or reservoirs, feeders or aqueducts, out of any
lands or grounds of any person or persons, communities or bodies cor-
porate or otherwise, adjoining or lying contiguous thereto, and which 15
may be proper, requisite or convenient for carrying on continuing or repair-
ing the said Canal, or other of the said works, or which may hinder,
prevent or obstruct the making, using, completing or maintaining the
same ; and also, to make, build, erect and set up wharves, quays, land-
ing places and all other works, ways, roads and conveniences, as the 20
said Company shall think requisite ; also, from time to time to widen
and enlarge the same ; as well for the carrying or conveying goods,
commodities, timber and other things, to and from the said Canal, as
for the carrying or conveying of all manner of materials necessary for
the making, erecting, furnishing, altering, repairing, extending, leveling, 25
or enlarging the works of, or belonging to the said Canal.

May bargain & agree with owners of lands.

III. And be it enacted, That the Directors of the said Company shall
be, and they are hereby empowered to contract, compound, compro-
mise and agree with the owners, and occupiers of any land, through or
upon which they may determine to cut, and construct the said intended 30
Canal, with all necessary and convenient locks, towing-paths, rail-
ways, and other erections and constructions, contemplated by this Act
to be cut, constructed and built, either for the absolute purchase of so
much of the land, as they shall require for the purposes of the said Com-
pany, or for the damage which he, she, or they may be entitled to recover, 35
in consequence of the said intended Canal, and other constructions or
buildings upon his, her, or their respective lands, and in case of any dis-
agreement between the Company and the owner or owners, occupier or
occupiers of such land as aforesaid, it shall and may be lawful for the
Directors of the said Company, to nominate and appoint an indifferent 40
person ; who together with one other person nominated and appointed by
the party or parties so disagreeing, shall elect a third, which three shall be
the Arbitrators between the Company, and party or parties, so disa-
greeing, the award of the majority of whom shall be final.

Arbitration in case of disagreement.

Penalty for persons damaging Canal &c.

IV. And be it enacted, That if any person or persons shall wilfully, 45
maliciously or to the prejudice of the said Company, break down,
damage or destroy any bank, lock, gate, sluice or any works, machine,
or device to be erected or made by virtue of this Act, or do any other
wilful act, hurt or mischief, to disturb or prevent the carrying into exe-
cution or completing, supporting or maintaining the said Canal, or