

be, and are hereby made 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.

- 5 XV. Provided always, and be it enacted, That whenever there shall be more than one party proprietor of any land or property as joint-tenants or tenants in common, any agreement made in good faith between the said Company and any party or parties proprietor, or being together proprietors of one third or more of such land or
10 property, 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-tenants or tenants in common and the Company; and the proprietor or proprietors who have so agreed, may deliver possession of such land or property to the Company, or empower
15 them to enter upon the same, as the case may be.

Agreement with proprietors in common to a certain extent shall bind the rest.

- XVI. And be it enacted. That so soon as the said map or plan and book of reference shall have been deposited as aforesaid, and notice of their being so deposited shall have been given during at
20 least one calendar month, in at least one newspaper published in each of the Counties through which the said Railway is intended to pass, it shall be lawful for the said Company to apply to the several owners of or parties hereby empowered to convey the lands through which such Railway is intended to be carried, or which may suffer
25 damage from the taking of materials, or the exercise of any of the powers granted to the said Company by this Act, and to agree with such owners or parties respectively, touching the compensation to be paid to them by the said Company for the purchase thereof, and for their respective damages, and to make such agreements and contracts
30 with the said 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 the said compensation shall be ascertained, as to such parties and the said Company shall seem expedient; and in case of disagreement between the said Company and the said owners or parties or any of
35 them, then all questions which shall arise between them and the said Company shall be settled as follows, that is to say :

The Company to apply to the owners of the lands through which the Railway is to be carried, touching the compensation to be paid for the same, or for any right exercised upon them.

Or as to mode of establishing such compensation.

How the same shall be settled when the parties cannot agree.

- The deposit of the map or plan and book of reference, and the notice of such deposit, given as aforesaid, shall be deemed a general notice to all such parties as aforesaid, of the lands which will be
40 required for the said Railway and works.

Legal effect of map and book of reference.

- 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
45 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 may appoint as their Arbitrator if their offer be not accepted, and such notice shall be accompanied by the certificate of some sworn Surveyor for Upper Canada, disinterested in the
50 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 Railway

Notice to opposite party.

Offer.

Name of Arbitrator.

Certificate of a Surveyor that the offer is a fair one, &c.