

with, subject to the restrictions contained in the second section of the act. This second section restricts the company from breaking ground or commencing the construction of the canal, until they shall have made and submitted to the governor and council, the plan, location, dimensions, and all necessary particulars of the canal, and of the locks, bridges and other works connected therewith, and the points of termination of such canal, and such plan shall have received the sanction of the governor and council. And the act also requires that the canal and its locks, &c. shall not be of a less size, depth and capacity than the Beauharnois canal upon the St. Lawrence river.

The subsequent sections of the act are substantially as follows :

The company are empowered and authorized to enter upon any lands upon the route, and set out and survey the same, to get materials, erect buildings, machinery, bridges, &c. and to open quarries adjacent to the canal; doing as little damage as possible and making compensation to the owners.

The company are to make a map or plan of the intended canal as approved, which is to be deposited in the office of the prothonotary, from which copies may be taken. They are to erect and keep in repair good draw-bridges where the canal crosses any highway; and they cannot take lands to exceed one hundred and fifty yards in breadth without the consent of the proprietors, except where basins, &c. are required.

The company may place their canal upon the lands of any person in the line shown on the plan, or within 500 yards from such line, except at the terminii, or the place of entry into the Chambly canal; although the owner's name may be erroneously mentioned in the plan.

The company are allowed the use of the public beach, as far as necessary; and with the sanction of the governor in council, and upon terms, to enter the Chambly canal and widen, deepen and alter it for their use.

They may lease or sell any of their surplus water. After the lands upon the line shall be set out, the owners may sell and convey the same to the company. And parties may, before the lands are actually set out, agree upon the price for the same, which contracts shall be binding for one year upon the owners or subsequent holders, and possession may be taken and the price paid, the same as upon an award; and, where no power exists to sell any such lands, an annual rent may be agreed upon, and for the payment of such rent and the purchase price of the lands the tolls are made liable in preference to all other claims. Where undivided property is owned by different individuals, an agreement of the proprietors of one third is binding on the residue of the owners.

The company, after one month's notice of the filing of the map and plan, may agree with owners as to the compensation to be paid them; and in case the company and owners cannot agree, then the same is to be settled by arbitration, as provided in section 13; and in case the owners do not recover a greater sum than that offered by the company, the owners are to pay the whole costs of the proceeding. On payment of the sum awarded, or on giving security for the payment of the same, possession may be taken by the company, and in case of resistance a warrant of possession may be obtained.

The compensation awarded, or agreed upon, shall stand instead of the lands, and be liable to the same liens and incumbrances; and where the provisions of the act shall not have been complied with, the rights of the company and of other parties are to be governed by the ordinary rules of law. The same rules apply to lands belonging to Indians as to other parties. Actions for indemnity for damage must be brought within six months after the damage.