

And deposit,
them with
Registrar of
Leeds and
Secretary of
State.]

the office of the Registrar for the county of Leeds, and also in the office of the Secretary of State for Canada; and all persons shall have liberty to resort to such copies so to be deposited as aforesaid, and to make extracts therefrom or copies thereof, as occasion shall require, paying to the said Secretary of State, or to the said Registrar, at the rate of ten cents 5 current money of the Dominion, for every one hundred words; and the the said copies of the said map, or plan, and book of reference so deposited, or a true copy or copies thereof, certified by the said Secretary of State, or by the said Registrar shall severally be, and they are hereby declared to be, good evidence in the Courts of Law, and elsewhere. 10

Power to hold,
but not to
alienate,
public beach
or beach road,
not interfering
with
navigation.

12. The said Company may take, use, occupy and hold, but not alienate, so much of the public beach or beach road, or of the land covered with the waters of the rivers or lakes which the said navigation may cross, start from or terminate at, as may be required for the wharves and other works of the same, for making easy entrances thereto and 15 other works which they are hereby authorized to construct, doing no damage to nor causing any obstruction in the navigation of the said rivers or lakes, and conforming in all respects to the plan and mode of construction sanctioned as aforesaid by the Governor in Council, except in so far only as he may at any time authorize a deviation from such plan 20 and mode of construction.

LANDS AND THEIR VALUATION.

After any
lands have
so been set
out.
Certain
parties may
convey to
company.

13. After any lands shall be set out and ascertained in manner aforesaid, for making and completing the said works, and other the purposes and conveniences hereinbefore mentioned:—

(1). All corporations and persons whatever, tenants in tail or for life, 25 guardians, executors, administrators, 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 infants, issue unborn, lunatics, idiots, *femes-covert*, or other persons, seized, possessed of, or interested in any lands, may contract, sell or convey unto 30 the Company all or any part thereof:

Limitation in
certain cases.

(2). But the powers by the next preceding sub-section conferred upon ecclesiastical and other corporations, trustees of land for church and school purposes, or either, executors appointed by Wills in which they are not invested with any power over the real estate of the testator, 35 administrators of persons dying intestate, but at their death seized of real estate, shall only extend and be exercised with respect to any of such lands actually required for the use and occupation of the Company.

Contract or
agreement for
sale.

(3). Any contract, agreement, sale, conveyance and assurance so made, under the two preceding sub-sections, shall be valid and effectual in law 40 to all intents and purposes whatsoever, and shall vest in the Company, the fee simple in the lands in such deed described, freed and discharged from all trusts, restrictions, and limitations whatsoever; and the corporation or person so conveying, is hereby indemnified for what it or he respectively does by virtue of or in pursuance of this Act. 45

Disposition of
purchase
money.

4. The company shall not be responsible for the disposition of any purchase money for lands taken by them for their purposes, if paid to the owner of the land, or into Court for his benefit, as hereinafter provided.

Contract
before deposit
of map.

5. Any contract or agreement made as it may be by any party authorized by this Act to convey lands, and made before the deposit of the map or plan and book of reference, and before the setting out and ascertaining of the lands required for the works of the company, shall be binding at the price agreed upon for the same lands, if they are afterwards so set out and ascertained within one year from the date of the contract or 55 agreement, and although such land may, in the meantime, have become the property of a third party; and possession of the land may be taken and the agreement and price may be dealt with, as if such price had been