

8. 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 vendor agrees to leave unpaid, the Railway and the tolls 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 District, County or Registration Division; (31 V. Can. c. 68, s. 9, sub. 8.)

9. Whenever there is more than one party proprietor of any land as joint tenant or tenants in common, or *per 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 tenants or tenants in common and *per 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; (31 V. Can. c. 68, s. 9, sub. 9.)

10. After one month from the deposit of the Map or Plan and Book of Reference, and from notice thereof in at least one newspaper, if there be any, published in each of the Districts and Counties through which the Railway is intended to pass, 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 taking of materials or the exercise of any of the powers granted for the Railway, 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: (31 V. Can. c. 68, s. 9, sub. 10.)

11. The deposit of a Map or Plan and Book of Reference, and the notice of such deposit, shall be deemed a general notice to all the parties, of the lands which will be required for the Railway and works; (31 V. Can. c. 68, s. 9, sub. 11.)

12. The notice served upon the party shall contain:

a. A description of the lands to be taken, or of the powers intended to be exercised with regard to any lands, describing them;

b. 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,

Corporations who cannot sell may agree upon a fixed rent.

As to proprietors *per indivis*.

After one month's notice of deposit of map, &c., application to the owner of lands.

Deposit of plan, &c., to be general notice.

Notice to opposite party: and what it must contain.