

or passages over, under or through the said canal or any of its branches or connections, or other part of the said intended navigation; and also to make, purchase, set up and appoint such tug or tow-boats, barges, vessels or rafts, for the use of the said navigation, as they shall see fit; 5 also to erect and keep in repair any piers, arches or other works, in, upon and across, any rivers, brooks or lakes, for making, using, maintaining and repairing the said canal, and other the rivers and navigable waters, forming part of the said intended navigation, and the towing-paths and other conveniences connected therewith; And also 10 to construct, make, and do all other works, matters and things whatsoever, which they shall think necessary and convenient for the making, effecting, preserving, improving, completing and using the said canal and the said intended navigation in pursuance of and within the true meaning of this Act, they, the said Company, doing as little damage as 15 may be in the execution of the powers hereby granted, and making satisfaction, in manner hereinafter mentioned, for all damages to be sustained by the owners or occupiers of such lands, hereditaments and tenements.

4. After any land or ground shall be set out and ascertained to be 20 necessary for the purposes of the said navigation or other purposes herein mentioned, it shall be lawful for all owners, whether individuals or bodies corporate or politic, or trustees or lessees, or other party or parties holding any right, title, interest or claim to any of such lands or grounds, to contract for, sell and convey to the said Company, all 25 or any part of such land or ground which shall, from time to time, be set out and ascertained as aforesaid; and all such contracts, agreements, sales and conveyance shall be valid and effectual in law, to all intents or purposes, notwithstanding any law, statute or usage to the contrary, and the amount of the purchase moneys to be paid for 30 such lands or grounds respectively, shall be ascertained by arbitration as hereinafter mentioned, unless in such cases as the owner or owners may agree thereupon without the intervention of any third party.

5. The directors of the said Company may contract, compound, compromise, settle and agree with the owners or occupiers respectively, of 35 any land through or upon which they may determine to cut and construct the said canal or other works hereby authorized, either for the purchase of so much of the land, as they shall require for the purposes, uses or profit of the Company, or for damages which he, she or they shall or may be entitled to recover from the said Company, in consequence of any of the works hereby authorized, being constructed in or 40 upon his or their respective lands; and in case of any disagreement between the said directors and the owner or owners, occupier or occupiers aforesaid, the amount of the purchase moneys for the land and tenements proposed to be purchased, or the amount of damages to be 45 paid to them as aforesaid, shall be ascertained by arbitration in manner hereinafter mentioned.

6. In each and every case where any dispute shall arise between the said directors or any other person or persons whomsoever, touching any purchase, sale or damage, or the money to be paid in respect thereof, 50 and in each and every case where, under the provisions of this Act, any purchase, sale or damage, or the money to be paid in respect of the same are directed to be ascertained and determined by arbitration, the same shall be referred to, ascertained and determined by three indifferent persons, one of whom shall be chosen by the owner or occupier of the land, or other person or persons interested, who shall disagree with the said directors in respect to the compensation or purchase 55 money to be paid him, her or them respectively, pursuant to the provisions of this Act; one other of the arbitrators shall be chosen by the