

firmed at the next general meeting of the said Company to be held after such notice of intention to make such declaration of forfeiture shall have been given, and it shall be lawful for the said Company to confirm such forfeiture at any such meeting, or at any subsequent general meeting to direct the share or shares so forfeited to be sold or otherwise disposed of.

20. After such confirmation as aforesaid it shall be lawful for the said Directors to sell the forfeited share by public auction, and if there be more than one forfeited share, then either separately or together, as to them shall seem fit, and any shareholder may purchase any forfeited share so sold as aforesaid.

Forfeited shares may be sold.

21. An affidavit by some credible person not interested in the matter, sworn before any Justice or before any Commissioner for taking affidavits in the Supreme Court, that the call in respect of a share was made, and notice thereof given, and that default in payment of the call was made, and that the forfeiture of the share was declared and confirmed in manner hereinbefore required, shall be sufficient evidence of the facts therein stated; and such affidavit, and the receipt of the Treasurer of the said Company for the price of such share, shall constitute a good title to such share; and a certificate of proprietorship shall be delivered to such purchaser, and thereupon he shall be deemed the holder of such share, discharged from all calls due prior to such purchase, and he shall not be bound to see to the application of the purchase money, nor shall his title to such share be affected by any irregularity in the proceedings in reference to such sale.

Evidence of proprietorship in purchased shares.

22. The said Company shall not sell or transfer more of the shares of any such defaulter than will be sufficient, as nearly as can be ascertained at the time of such sale, to pay the arrears then due from such defaulter on account of any calls, together with interest and the expenses attending such sale and declaration of forfeiture; and if the money produced by the sale of any such forfeited share be more than sufficient to pay all arrears of calls, and interest thereon due at the time of such sale, and the expenses attending the declaration of forfeiture, and sale thereof, with the proof thereof and certificate of proprietorship to the purchaser, the surplus shall on demand be paid to the defaulter; provided always, that such defaulter shall in all cases be liable to the said Company for any deficiency arising by means of such default, and recoverable in any Court in this Province having competent jurisdiction for this purpose.

No more shares to be sold than are sufficient to pay off arrears and expenses.

23. If payment of such arrears of calls and interest and expenses be made before any share or shares so forfeited and vested in the said Company shall have been sold by public auction as aforesaid, such share or shares shall revert to the party or parties to whom the same belonged before such forfeiture, in such manner as if such calls had been duly paid.

On payment of arrears before sale, share to revert to the party.

24. The said Company shall be and are hereby invested with all the powers, privileges and immunities which are or may be necessary to carry into effect the intentions and objects of this Act; and for this purpose the said Company, their successors, deputies, agents and assistants, shall have the right to enter and go into and upon the lands and grounds of all and every description lying in the said route and general direction as aforesaid, for the purpose of making surveys, examinations or other necessary arrangements for fixing the site of the said Railway; and it shall and may be lawful for the said Company and their successors to take and hold so much of the land and other real estate as may be necessary for the laying out, making and constructing and convenient operation of the said Railway, and shall also have the right to take, remove and use for the necessary construction and repair of said Railway and appurtenances, any earth, gravel, stone, timber or other material on or from the land so taken, without any previous agreement with the owner or owners, tenant or tenants of the land, and upon which such survey, examinations or other arrangements may be made, or through which the said Railway may be explored, laid out, worked, made and constructed, or on which materials and other things shall be laid for the purposes of the said Railway; provided always, that the said land so taken shall not exceed six rods in width, except where greater width is necessary for the purpose of excavation or embankment; and where the said Railway shall pass through any wood lands or forests, the said Company shall have the right to fell or remove any trees standing thereon to the distance of six rods from either side of the said Railway, which by their liabilities to be blown down or from their natural falling might obstruct or impair said Railway; provided always, that in all cases the said Company shall pay for such lands or estate so taken and used (in case the owner thereof demand it) such price as the said Company and the owner or respective owners thereof may mutually agree on; and in case the said parties should not

Company invested with all necessary powers, &c.

Power to enter on lands for survey;

Take lands,

and materials.

Extent limited.

Company to pay for lands taken.