

or any other inquisition which is confirmed by the court shall not award to the land owner a larger amount of damages than was awarded by the first inquisition, the court may in its discretion, order the costs of said second or other inquisition to be paid by the owner or owners of said land or materials condemned; and the inquisition shall, in all cases, describe the property taken or the bounds of the land condemned, and the quality or duration of the interest in the same, valued for the company, and such valuation, when paid or tendered to the owner or owners of the property, his, her or their legal representatives, shall entitle the said company to the estate and interest in the same thus valued as if it had been legally conveyed by the owner or owners of the same; and the valuation, if not received when tendered, may at any time thereafter be received without costs from said company by the owner or owners, his, her or their legal representatives; and the sheriff shall keep the said jury together for a reasonable time, until they shall agree upon and sign and seal the said inquisition; and in case it shall so happen that the jury can not agree after being kept together as aforesaid, the sheriff may, in his discretion, discharge the said jury, and without any further warrant from a justice of the peace shall, within five days thereafter, summon another jury of twenty inhabitants, as aforesaid, not upon the former jury; and the same proceedings shall be had in all respects as is hereinbefore provided; and in case of a second or other disagreement of the jury the same proceedings shall be had until a verdict or inquisition shall be made and returned as aforesaid.

#### **Damages.**

The owner should be allowed all damage which it sustains by the seizure of its property, and any loss which may arise from the impairment of the value of its contract rights. Duty of the court and jury under this section. *Baltimore, etc., Turnpike Road v. Baltimore, etc., R. R. Co.*, 81 Md. 257.

This section compared with section 273. This section limits the damages to those which the owner of the condemned land will sustain by the use and occupation of his property by the corporation. *Lake Roland Co. v. Webster*, 81 Md. 536.

Inquisition proceedings held not to indicate that the company would take any land outside of the lines of the lots as therein described, and that the plaintiff was entitled to extra compensation for property taken outside of such lines, as well as for his easements and rights in streets, and in the bed, and to the use, of a stream. The words "in the same" as used in this section, refer to "the property taken or the bounds of the land condemned" described in the inquisition, and not to any estate or interest in land not so described. *ShIPLEY v. Western Md. R. R. Co.*, 99 Md. 130.

#### **Generally.**

This section necessarily implies that reasonable notice shall be given the owner of the proposed inquisition. Notice to the owner after the inquisition has been returned to the court, is not sufficient. This section is not in conflict with the state or federal constitution. *Baltimore, etc., R. R. Co. v. Baltzell*, 75 Md. 98. *Cf. George's Creek, etc., Co. v. New Central, etc., Co.*, 40 Md. 437.

If the party whose land has been condemned for the use of a railroad company, fails to except to the ratification of the inquisition, or to appeal from an order of court determining that the company has the power of condemnation, he can not afterwards rely upon the company's lack of power as a ground for injunction. *Dolfield v. Western Md. R. R. Co.*, 107 Md. 584. And