

and agree with the owners and occupiers of land required or held for the purpose of the said Company for the purchase of the said land and privileges, and in case any difference shall arise between the said Company and the said owners or occupiers, as to the value of the said lands and privileges so required or taken by the said Company, or as to the amount of damage, to be paid by the said Company—all questions respecting the same shall be settled as follows: The Company shall serve a notice upon the opposite party, containing a description of the land required or taken, or of the powers intended to be exercised with regard to any lands (describing them)—a declaration that the Company are ready to pay some certain sum or rent, as the case may be, as compensation for such lands, or for the damages arising from the exercise of such powers, and the name of a person whom they appoint as their Arbitrator, if their offer be not accepted; and such notice shall be accompanied by the certificate of some sworn Surveyor for Upper Canada, disinterested in the matter, and not being the Arbitrator named in the notice, that he knows such land or the amount of damages likely to arise from the exercise of such powers or privileges, and that the same so offered is in his opinion a fair compensation for such land or damages, as aforesaid. If within ten days after the service of such notice the opposite party shall not notify to the Company that he accepts the sum offered by the said Company, or notify to them the name of person whom he appoints as Arbitrator, then any Judge of the County Court in which the lands lie, may, on application of the said Company, appoint some sworn Surveyor for Upper Canada to be sole Arbitrator for determining the compensation to be paid by the Company. If the opposite party shall within the time aforesaid, notify to the said Company the name of the person such party shall appoint as Arbitrator, then, the said two Arbitrators shall jointly appoint a third; or if they cannot agree upon a third, then the said Judge of the County Court shall, on the application of the said Company or party, previous notice of at least one clear day having been given to the other party—appoint a third Arbitrator. The said Arbitrators, or any two of them, or the sole Arbitrator being sworn before some Commissioner for receiving Affidavits to be used in the Court of Queen's Bench for Upper Canada, faithfully and impartially to perform the duties of the office, shall proceed to ascertain the compensation to be paid by the said Company, in such way as they or he, or a majority of them shall deem best, and the award of such Arbitrators or any two of them, or of the sole Arbitrator shall be final and conclusive; provided that no such award shall be made, except at a meeting held at a time and place, of which the other Arbitrator shall have had at least one clear day's notice, or to which some meeting, at which the third Arbitrator was present, shall have been adjourned; but no notice to the company or opposite party shall be necessary, but they shall be held sufficiently notified through the Arbitrator they shall have appointed, or whose appointment they shall have required; Provided always, that the award made by any sole arbitrator shall never be for a less sum than that offered by the company as aforesaid; and if in any case where three Arbitrators shall have been appointed, the sum awarded be not greater than that offered by the Company the costs of the arbitration shall be borne by the opposite party, and deducted from the compensation, otherwise they shall be borne by the company, and in either case they may, if not agreed upon be taxed.

Notice to opposite party.

Party not accepting offer and not appointing Arbitrator.

Third Arbitrator.

Duties of Arbitrators.

Proviso.

Costs how paid and taxed.

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