

or some other day to which the time for making it has been prolonged, by the consent of the parties or by the order of the Judge, as it may be for reasonable cause shewn on the application of such sole Arbitrator, or of one of the Arbitrators after one clear day's notice to the others, then the sum offered by the Company as aforesaid shall be the compensation to be paid by them. 5

Case of death,
&c., of arbit-
rator.

15. If the Arbitrator appointed by such Judge, or if any Arbitrator appointed by the parties, dies before the award has been made, or is disqualified, or refuses or fails to act within a reasonable time, then, in the case of the Arbitrator appointed by the Judge upon the application of either party, such judge being satisfied by affidavit or otherwise of such death, disqualification, refusal or failure, may appoint another Arbitrator in his place, and the Company and party respectively may each appoint an Arbitrator in place of his Arbitrator deceased or otherwise not acting as aforesaid: but no recommencement or repetition of prior proceedings shall be required in any case. 10 15

Desistment.

16. Any such notice for lands, as aforesaid, may be desisted from and new notice given with regard to the same or other lands, to the same or any other party, but in any such case the liability to the party first notified for all damages or costs by him incurred in consequence of such first notice and desistment shall subsist. 20

Arbitrator
not disquali-
fied in certain
cases.

17. The Surveyor or other person offered or appointed as valuator or as arbitrator, shall not be disqualified by reason that he is professionally employed by either party, or that he has previously expressed an opinion as to the amount of compensation, or that he is related or of kin to any member of the Company, provided that he is not himself personally interested in the amount of the compensation; and no cause of disqualification shall be urged against any arbitrator appointed by the Judge after his appointment, but the objection must be made before the appointment, and its validity or invalidity shall be summarily determined by the Judge. 25 30

Determina-
tion of dis-
qualification.

18. No cause of disqualification shall be urged against any arbitrator appointed by the Company, or by the opposite party after the appointment of a third arbitrator; and the validity of any cause of disqualification urged against any such arbitrator, before the appointment of a third arbitrator, shall be summarily determined by the Judge, on the application of either party, after one clear day's notice to the other, and if such cause is determined to be valid, the appointment shall be null, and the party offering the person so adjudged to be disqualified, shall be held not to have appointed an arbitrator. 35 40

Award not
invalid for
want of form.

19. No award made as aforesaid shall be invalidated from any want of form or other technical objection, if the requirements of this Act have been complied with, and if the award state clearly the sum awarded, and the lands or other property, right or thing, for which such sum is to be the compensation: nor shall it be necessary that the party or parties to whom the sum is to be paid, be named in the award. 45

On payment
or under of
amount
awarded.

20. Upon payment or legal tender of the compensation or annual rent so awarded or agreed upon as aforesaid, to the party entitled to receive the same, or upon the deposit of the amount of such compensation in the manner hereinafter mentioned, the award or agreement shall vest in the said Company, the power forthwith to take possession of the 50