

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 by the said Judge of the County Court. The Arbitrators, or a majority of them, or the sole Arbitrator, may examine on oath or solemn affirmation, the parties, or such persons as shall appear before him or them, and may administer such oath or affirmation; and any wilfully false statement made by any witness under such oath or affirmation, shall be deemed wilful and corrupt perjury, and punishable accordingly; the said Judge of the County Court, by whom any third or sole Arbitrator shall be appointed, shall at the same time, fix a day, on or before which the award shall be made, and if the same be not made on or before such day or some other day to which the time for making it shall have been prolonged either by the consent of the parties, or by the order of the said Judge (as it may be, for reasonable cause shewn,) on the application of such sole Arbitrator, or 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; if the party appointed by any Judge as third Arbitrator or sole Arbitrator shall die before the award be made, or shall refuse to act, or fail to act within a reasonable time, then upon the application of either party, the said Judge, being satisfied by affidavit or otherwise, of such disqualification, refusal or failure, may in his discretion appoint another Arbitrator in his stead; and if the Arbitrator appointed by the said Company, or by the opposite party, shall die before the award shall be made, or shall leave the Province, or become unable to act within a reasonable time, such fact being ascertained to the satisfaction of the said Judge as attested by his certificate to that effect, the said Company or the opposite party, as the case may be, may appoint another in his stead, notifying the other Arbitrators of such appointment; it shall be no disqualification to the Surveyor or other person offered or appointed as Valuator or as Arbitrator, that he be professionally employed by the Company, or by the opposite party, or that he hath previously expressed an opinion as to the amount of compensation, or that he be related or of kin to any member of the Company, provided that he be not personally interested in the amount of such compensation; and no cause of disqualification shall be urged against

Proviso.

Costs.

Examining witnesses.

Perjury.

Day before which award must be made may be fixed.

Death, &c. of an Arbitrator.

Disqualification of Arbitrators, &c.