

Proviso as to
parties
neglecting to
appoint an
Arbitrator, or
the Arbitrators
not agreeing at
a third

shall pay therefor; and upon such sum
being ascertained, it shall be lawful for the
said Company to tender such sum to the said
party claiming compensation therefor: Pro-
vided always, that if any such owner or
owners shall neglect to name an Arbitrator
for the space of twenty days after having
been notified so to do by the President of
the Company, or if the said two Arbitrators
cannot agree upon such third Arbitrator,
the Judge of the County Court of the
County within which such Road or Bridge
shall be situate, shall nominate one of the
Township Councillors of one of the Town-
ships next adjacent to that in which such
work shall be situate, to be either the second
or the third Arbitrator, or both, in lieu of the
one so to be appointed and named, but not
appointed or agreed upon by the party, or
by the two-first named Arbitrators as afore-
said.

Arbitrators to
be sworn

XIII. And be it enacted, That the said
Arbitrators so appointed shall take before
some one of Her Majesty's Justices of the
Peace for the County within which such Road
or Bridge, or some part thereof is situate,
an oath to the following effect, that is to say:

Their oath

"I, A. B., do swear that I will well and
truly try, hear and examine into such
claims as may be submitted to me for
compensation for such materials as have
been taken by the (naming the Company),
from the property of (naming the party)
for the use and purposes of the work for
the construction of which the said Com-
pany is incorporated; and that I will also
well and truly examine into the claim of
such person, for compensation for damages
consequent upon the construction of the
said work, and that I will give a true
judgment and award thereon to the best of
my knowledge and ability; and that in
determining such award, I will take into
due consideration the benefits to be derived
to the said party as well as the injury done
to him thereby: So help me God."