

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 Justice or Judge by whom any third Arbitrator or Arbitration.
 5 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 a day or some other day to which the time for making it shall have been prolonged, either by the consent of the parties or
 10 by the order of any such Justice or 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
 15 paid by them.

If the Arbitrator appointed by the said Company or by Arbitration.
 the opposite party, or any third Arbitrator, whether appointed by the two Arbitrators or by any such Justice or Judge, shall die, be or become disqualified or unable
 20 to act, then on proof thereof to the satisfaction of any such Justice or Judge, such Justice or Judge shall authorize the Company, or the opposite party, or the two Arbitrators to appoint another person in the place of him who shall be so deceased, disqualified or unable to act,
 25 or shall himself appoint another person as third Arbitrator as the case may require, but no recommencement or repetition of any prior proceedings shall be necessary.

It shall be no disqualification to the Surveyor or other Arbitration.
 person offered or appointed as Valuator or Arbitrator,
 30 that he be employed by the Company or by the opposite party, or that he have 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 he be not himself personally interested in the amount of such
 35 compensation; and no cause of disqualification shall be urged against any Arbitrator appointed by any such Justice or Judge after his appointment, but shall be made before the same, and its validity or invalidity summarily determined by such Justice or Judge, and no cause of
 40 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 or invalidity of any cause of disqualification urged against any such Arbitrator before the appointment of a third Arbitra-
 45 tor shall be summarily determined by any such Justice or Judge on the application of either party, after one clear day's notice to the other, and if such cause be determined to be valid the appointment shall be null, and the party offering the person so adjudged to be disqualified
 50 shall be held to have appointed no Arbitrator.