

best, and the award of such Arbitrators or of any two of them or of the sole Arbitrator, shall be final and conclusive; Provided, that no such award shall be made or any official act done by such majority, except at a meeting  
 5 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  
 10 be held sufficiently notified through the Arbitrator they shall have appointed or whose appointment they shall have required.

Provided always, that the award given by any sole Arbitration, &c.  
 Arbitrator shall never be for a less sum than that offered  
 15 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  
 20 they shall be borne by the Company; and in either case they may, if not agreed upon, be taxed by any such Justice or Judge as aforesaid.

The Arbitrators or a majority of them or the sole Arbitration, &c.  
 Arbitrator, may in their discretion examine on oath or  
 25 solemn affirmation the parties or such witnesses as shall voluntarily appear before him or them, and may administer such oath or affirmation, but this shall not prevent the Arbitrators from acting and deciding upon their personal knowledge of the merits of the case, or from using  
 30 such knowledge as they shall think just and right; 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, &c.  
 sole Arbitrator shall be appointed, shall at the same time  
 35 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  
 40 or 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  
 45 paid by them.

If the Arbitrator appointed by the said Company or by Arbitration, &c.  
 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 to  
 50 act, then on proof thereof to the satisfaction of any such