

which such other Arbitrator was present, shall have been adjourned; but no notice to the Company or opposite party shall be necessary, and they shall be held sufficiently notified through the Arbitrator they shall have appointed, or whose appointment they shall have required :—

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Provided always, that the award given 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 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 any Judge of the said Superior Court:

The Arbitrators, or a majority of them, or the sole Arbitrator, may in their discretion, examine on oath or solemn affirmation, the parties or such witnesses as shall voluntarily appear before him or them, and may administer such oath or affirmation.

The Judge of the said Superior Court by whom any third Arbitrator 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 a Judge of the said Court, (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 such Judge as third Arbitrator or sole Arbitrator shall die before the award be made, or shall be disqualified, or refuse or fail to act within a reasonable time, then, upon the application of either party, the Judge or any Judge of the said Court, residing in the District of Montreal, being satisfied by affidavit or otherwise of such disqualification, refusal or failure, may in his discretion, appoint another 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 some Judge of the said Court, as aforesaid, 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; but no recommencement or repetition of prior proceedings shall be required:

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The Company may desist from any such notice as aforesaid, and afterwards give new notice with regard to the same or other lands, to the same or any other party, but they shall in any such case be liable to the party first notified for all damages or costs by him incurred in consequence of such first notice and desistment; and no change of ownership after the notice, shall affect the proceedings, but the party notified shall still be deemed the owner, except as to the payment of the sum awarded:

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 has previously expressed an opinion as to the amount

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