In an essay prepared lately by Mr. I. T. Williams, of Chappaqua, on "Arbitration vs. Suits at Law," some cogent facts are urged against arbitrations. Mr. Williams says "one arbitrator is invariably a blind and thoroughgoing partisan of one party; another arbitrator is the like for the other; and the third, even if impartial, always has to compromise to effect an approach to justice. Their disregard of the simplest rules of evidence alone is sufficient to condemn them. There is only one other legal tribunal so absurd and so unsatisfactory, and that is an ecclesiastical council." And he adds that there are one thousand disputes settled in courts of law to one settled by arbitration, a fact which he holds to be proof that "there are in the community one thousand intelligent men who believe that suits at law are a better method of settling disputes than arbitration, to one who believes that arbitration is a better method of settling disputes than suits at law."

*SUPERIOR COURT, MONTREAL.**

Prohibition — Jurisdiction—Cour des Commissaires—Ville—Interprétation législative.

JUGÉ:—Que lorqu'une partie du territoire d'une paroisse, où est établie une Cour des Commissaires, est érigée en ville, le fait de cette incorporation en ville n'enlève pas à la cour sa juridiction ni sur la paroissse, ni sur la ville. *Lemieux et La Cour des Commissaires de la Paroisse de Longueuil*, Jetté, J., 22 septembre, 1885.

Procedure—Judgment, Notice of—Taxation of costs—C. C. P.

HELD:—1. That when a judgment orders the delivery of certain goods within 15 days from the rendering of the judgment, and, in default of so doing, to pay a specified sum of money, service of the judgment is not necessary; the party condemned being put in default by the mere lapse of the 15 days.

2. That under art. 479 of the Code of C. P., where the prothonotary or his deputy has taxed the costs, without previous notice to the attorneys of the parties in the case, an opposition *afin d'annuler* on the ground merely of want of notice will not be maintained, unless the opposant shows that he has been prejudiced by the want of notice. *Samuel et al.* v. *Houliston et vir*, Mathieu, J., Nov. 20, 1885.

*To appear in Montreal Law Reports, 1 S. C.

Cautionnement judicatum solvi—Frais encourus et à encourir.

JUGÉ:—Que lorsque durant l'instance le demandeur laisse la province de Québec, pour résider ailleurs, le défendeur a droit au cautionnement *judicatum solvi*, non seulement pour les frais à encourir mais également pour tous les frais encourus.—*Gauthier* v. *Dupras et al.*, Mathieu, J., 4 nov., 1885.

Vente judiciaire d'immeubles—Opposition—Description—Tenants et aboutissants.

JUGÉ:—Que pour la vente judiciaire de partie d'un immeuble portant un numéro officiel, il est nécessaire dans les annonces d'indiquer les tenants et aboutissants. (Article 2168, C.C.)—*Cité de Montréal* v. *Lionais & Lionais*, oppt., Caron, J., 31 janvier 1881.

SUPERIOR COURT.

MONTREAL, Dec. 9, 1885.

Before MOUSSEAU, J.

CORISTINE et al. v. LIZOTTE.

Procedure—Amendment of Pleadings—Costs.

The plaintiffs sued defendant, P. N. Lizotte, and Dame Cecile Plante, his wife, as *communs en biens*, trading together and joint and several makers of the promissory note declared on.

The female defendant pleaded that she signed the note as *garant* for her husband, and was not liable. The case was inscribed for hearing at *enquête* and merits for 1st Dec., 1885, when the female defendant (7th Dec.) presented a motion setting forth that by a judgment of the Superior Court of 22nd April, 1885, separation of property had been granted her from her husband; that on the 18th Nov., 1885, she had renounced the said community of property, and praying that she be allowed to file an additional plea setting up the foregoing.

The plaintiffs' attorneys resisted this motion on the ground that such motion should have been made before the issues were completed; that the defendant had plenty of time between the 22nd April and the date of inscription to make such motion, but had not availed herself thereof; that no affidavit nor such additional plea accompanied said motion, nor were any exhibits, copies of judg-