him a certificate setting forth that such alien has taken and subscribed the said oath, &c.

Section 5 of the act prescribes the mode of procedure, and enacts that such certificate (that is, in our opinion, the certificate of residence only) shall be presented to the court in open court on the first day of some general sitting thereof, and thereupon such court shall cause the same to be openly read in court.

From this we take it that the only thing before the court, and the only thing they are bound to take notice of, is this certificate of residence. Behind this we cannot go, nor have we authority to enquire whether the evidence upon which it was granted was sufficient. We must presume that the justice who granted it saw that the act was complied with. The mere production of *an* affidavit, appearing to have been made by the applicant, is not necessarily conclusive that no proper affidavit was made before the justice granting the certificate; and further, the court is not called upon to listen to or take notice of any affidavit, not being authorized thereto by the act.

Section 5 then goes on to say, "And if, during such general sitting, the facts mentioned in such certificate are not controverted, or any other valid objection made to the naturalization of such alien, such court, on the last day of such general sitting, shall direct that such certificate shall be filed of record in such court."

Here, then, we must enquire if the facts mentioned in such certificate (read on the first day of the court) are controverted or not. It is not attempted to be shown by the contestant that the alien has not taken and subscribed the oath of residence, but merely that he has made *an* affidavit which does not conform to the act. This, we think, is not such a controverting of the fact of residence as to form a bar to the granting the certificate mentioned in section 6, in the face too of the certificate of the justice saying the oath of residence has been made, and further, that a residence of seven years has actually been proved before him.

2. As to the second objection. In no place do we find that the justice is to state that the applicant has taken the oath of allegiance. Subsection 3 of section 4 prescribes what sort of certificate is to be given, and only alludes to one of residence; and section 9 again speaks of a certificate of residence only as the one to be read by the Clerk of the Peace.

3. As to the third objection. We know of no law requiring the exclusion of initial letters in the heading of affidavits. The courts of law and equity, we believe, have made such a rule, but it refers only to matters and suits in these courts.

Therefore the court determines, that as none of the facts mentioned in the three above certificates are contravened, nor any valid objection made to the naturalization of the above named Charles C. Webster, John W. Fisher and B. F. Kendall, and as it is against public policy that such certificates should be refused, except upon good and sufficient grounds, that such certificates should be filed of record under the provisions of said act.

We have alluded above to the certificate to be granted by the court under section 6. A difficulty here presents itself. The form given recites the reading of a certificate that the alien has complied with the requirements of the act, that is, amongst other things, that he has taken the oaths of residence and allegiance. In no place, however, do we see any provision for such a certificate. As stated above, the only certificate to be read is that mentioned in section 5, and that says nothing whatever about the oath of allegiance. In consequence of this, and inasmuch as the third section enacts that the oaths of residence and allegiance required by section 4 shall be filed of record before the alien shall be entitled to a certificate of naturalization (but without saying when the same are to be made, or when or where they are to be filed), the Clerk of the Peace is hereby directed not to file the certificate read before the Court, nor to issue the certificates mentioned in section 6 until the said oaths are duly filed of record with him.

ENGLISH REPORTS.

CHANCERY.

Mordue v. Palmer.

Arbitrator — Award — Clerical error — Power to rectify — Power of arbitrator as to costs.

Where an arbitrator has once signed a document purporting to be his award he has no power to rectify even a clerical error, but an application for that purpose ought to be made to the Court under the Common Law Procedure Act, 1854.

Where an arbitrator appointed by a Court of equity is, by the terms of the reference, empowered to deal with the costs of the suit, he has jurisdiction to give costs as between solicitor and client.

[L. J., 19 W. R. 86.]

This was an appeal from a decision of Vice-Chancellor Bacon, which is reported 18 W. R. 1068, where the facts are very fully stated.

On the 17th January, 1868, an order was made in this suit by consent, referring all the matters in difference between the parties in the cause to the determination of Mr. Henry Udall, who was to make his award on or before the 17th of April, 1868. The order provided that the costs of the cause, and of the application for the order, and of the reference, should be in the discretion of the arbitrator; that the arbitrator should have power from time to time to enlarge the time for making his award; and that either party should be at liberty to apply without notice to the other that the award might be made an order of the court. The arbitrator afterwards enlarged the time for making the award till the 17th of April, 1869. On the 12th of November, 1868, Mr. Udall signed a paper, purporting to be his award, by which he declared that the defendant was liable to pay to the plaintiff £400, and he ordered that the defendant should pay to the plaintiff his costs of the suit and of the application for he order of reference and the charges of the award. He ordered also that the costs should be taxed as between solicitor and client, and he declared that there were no other matters in difference in the suit brought before him than such as he had thereby determined upon.

A copy of this award was delivered to the plaintiff's solicitors, but no copy was served on the defendant or on his solicitors. Mr. Udall