

82. The Arbitrators or Umpire making an award shall, within the time limited, deposit the award in Court, inclosed in a sealed cover, and indorsed with the names of the parties to the reference, and with a note of the amount claimed by the Arbitrators and Umpire for remuneration.

Notice of the award having been deposited shall be served by the Court on the parties, who shall be at liberty to read the award, and to have copies of it.

83. Any person interested may, within seven days after the notice of the award, apply to the Court to prevent the execution of the award, or of any specified part of it.

In default of any such application, the Court shall proceed, on reasonable notice to all parties, to make such order for carrying into effect the award, or any part thereof, and as to costs and other things, as the Court thinks just.

84. The Court may at any time, and from time to time, remit the matters referred, or any of them, to the reconsideration and redetermination of the Arbitrators or Umpire, on such terms as to costs and other things, as the Court thinks just.

85. The Court shall not refuse to execute an award merely on the ground of irregularity in the submission, or during the reference, where the irregularity has not been substantially prejudicial to the party applying to prevent the execution of the award.

#### DECISION ON FACT OR LAW, WITHOUT SUIT.

##### (a.) *Question of Fact.*

86. Where persons between whom a suit might be instituted agree that there is a question of fact to be determined between them, they may, by consent and by order of the Court, which order the Court may make on being satisfied that the parties have a real interest in the determination of the question, and that it is fit to be tried, state the question for trial in an issue, and the issue may be tried as if the question were to be determined at the hearing of a suit.

The issue and proceedings and decree shall be recorded, and the decree shall have the same effect as a decree in a suit.

The parties may, if they think fit, enter into an agreement in writing, embodied in an order of the Court, that, on the finding of the Court, a sum of money, fixed in the agreement, or to be ascertained by the Court on a question inserted in the issue for that purpose, shall be paid by one of the parties to the other, with or without any costs. On the finding, a decree may be entered for the sum so agreed or ascertained, with or without costs, as the case may be.

Where there is no agreement respecting costs, the costs of the whole proceedings shall be in the discretion of the Court.

##### (b.) *Question of Law.*

87. Where persons between whom a suit might be instituted agree that there is a question of law to be determined between them, they may by consent and by order of the Court, which order the Court may make on being satisfied that the parties have a real interest in the determination of the question, and that it is fit to be determined, state any question of law in a case for the opinion of the Consul-General, without petition presented or other pleading.

Where the case is stated under order of a Court other than the Consul-General, the Court shall send the case to the Consul-General.

The Consul-General may direct the case to be re-stated or to be amended, or may refuse to determine it if the facts are not sufficiently stated, or if the question is not properly raised, or if the parties cannot agree on an amended case.

The Consul-General may draw inferences of fact from facts stated in the case.

The case and proceedings and decree shall be recorded, and the decree shall have the same effect as a decree in a suit.

The parties may, if they think fit, enter into an agreement in writing, embodied in an order of the Court, that on the judgment of the Consul-General being given, a sum of money, fixed in the agreement, or to be ascertained by the Consul-General, or in such manner as he may direct, shall be paid by one of the parties to the other with or without any costs. On the judgment of the Consul-General, a decree of the Court under whose order the case was stated may be entered for the sum so agreed or ascertained, with or without costs, as the case may be.

Where there is no agreement respecting costs, the costs of the whole proceedings shall be in the discretion of the Consul-General.

#### BILLS OF EXCHANGE AND PROMISSORY NOTES.

88. A suit on a bill of exchange or promissory note, instituted within six months after it becomes due and payable, may be commenced by summons, and may be heard and determined in a summary way.

An appeal shall not lie from any order in the suit.

89. The Court shall, on application within seven days from the service of the summons, give the defendant leave to defend the suit on his paying into Court the sum indorsed on the summons, or on proof of a good legal or equitable defence, or such facts as would make it incumbent on the holder to prove consideration, or such other facts as appear to the Court sufficient to support the application, and on such terms as to security and other things as the Court thinks fit; and in that case the Court may direct proceedings to be taken and carried on by petition.

If the defendant does not so obtain leave to defend, the plaintiff, on proof of service of the summons, shall be entitled as of course at any time after the expiration of those seven days to an immediate absolute order for any sum not exceeding that indorsed on the summons, with interest at the rate specified (if any) to the date of the order, and a sum for costs to be fixed by the Court in the order.

90. The holder of a bill or note may, if he thinks fit, obtain one summons against all or any of the parties to the bill or note; and subsequent proceedings shall be carried on, as far as the Court thinks fit, as if separate summonses had been issued.

But the summons or its indorsement shall set forth the claims against the several parties, according to their respective alleged liabilities, with sufficient precision and certainty to enable each to set up any defence on which he individually may desire to rely.

91. The Court may, if it thinks fit, order that the bill or note be forthwith deposited in the Court, and that all proceedings be stayed until the plaintiff gives security for costs.

92. The holder of a dishonoured bill or note shall have the like remedies for the recovery of the expenses incurred in the noting of the same for non-acceptance or non-payment, or incurred