it is ripe, pays sufficient regard to the rights and interest of *both* parties, and is far preferable to that which forbids the levy, and so prevents the lien from attaching, and enables the debtor to defraud the creditor of his just claims.

PHILADELPHIA. R. D. S.

"RES ADJUDICATA."

There seems to be a tendency to substitute the above words in the place of the classic "Res Judicata" of the same language.

The latter words have been consecrated by a precise meaning given to them by the great jurists since the classic period of the civil law.

Modestinus defines the term thus: "Res judicata dicitur quæ finem controversiarum pronunciatione judicis accepit. Quod vel condemnatione vel absolutione contingit."[1] In French it is called la chose jugée, and in English we improperly anglicize the "ad-judicata" and call it the thing adjudged, with the meaning that it is a judgment in a judicial controversy rendered by a Court of last resort, or in a case from which an appeal has ceased to be available and the judgment has come to import absolute verity between the parties.

The term *res adjudicata* is also known to the Roman law, but is applied only to a particular class of cases or to public sales of property.

There are in the civil law the three actions called the judicia divisoria, named familiæ erciscundæ (the partition of estates among heirs), de communi dividundo (partition of property held in common) and finium regundorum, the suit to settle controversies respecting boundaries between contiguous lands. In these actions the respective portions of the property to be divided are *ad-judicated* to the parties and their rights under the decree may be called *res adjudicatæ*.[2]

[1] Pandects, Liber 42, Tit. 1, Lex. 3. See also the Code, Lib. 7, Tit. 45, Const. 3.

[2] See Institutes of Justinian, Liber 4, Tit. 17, Secs. 6 and 7.