

2. Moved by Mr. Hector, seconded by Mr. Bacon, and

Resolved, That the fees for business performed in the Court of Chancery by agents in Toronto for their principals, be charged at *not less* than the following rates, i. e., one-half the full solicitor and client fees allowed by the practice of the Court; counsel fees and disbursements to be paid in full.

3. Moved by Mr. Blake, seconded by Mr. Taylor, and

Resolved, That in special cases, the fees for business in Chambers, and in the Master's Office, may be the subject of arrangement between principal and agent,—half fees being the minimum.

4. Moved by Mr. Hector, seconded by Mr. Bacon, and

Resolved, That in any case, the minimum Counsel fee at the hearing shall be £2 10s.; that being the lowest fee taxed by the Master of the Court at Toronto, on the hearing.

5. Moved by Mr. Blake, seconded by Mr. Hodgins, and

Resolved, That the Chairman and Secretary do procure the signatures hereto of those present at this meeting, and of other Chancery practitioners in Toronto, and do cause copies of the proceedings of this meeting to be printed, and forwarded to the legal practitioners throughout Upper Canada.

THE CONSOLIDATED STATUTES.

The work of incorporating the acts of last session with the consolidated statutes is progressing rapidly, and will probably be completed next month.

As might be expected, the duty of doing this was entrusted to those eminent jurists, Sir James Macaulay, and G. W. Wickstead, Esq., Q. C. Judge Gowan, we understand was, as before, requested by His Excellency to assist in the important labour entrusted to these gentlemen.

DIVISION COURTS.

OFFICERS AND SUITORS.

To the Editors of the Law Journal.

Fort Erie, 28th July, 1859.

GENTLEMEN,—In Division Court No. 3, County of Welland, of which I am Clerk, within the last 18 months, the aggregate amount upon which judgment summonses issued was \$1,014, amount paid thereon \$295; the number of orders for commitments was seven, the number of actual commitments none. Two orders for commitment were issued by me during the above period; in one case, the whole amount of debt and costs was paid, in the other the defendant left the province to avoid paying a debt for which he was security only.

From my experience as Clerk of this Division Court for the last 10 years, I am decidedly of opinion that the "91st clause" is a most useful one, and without it many an honest creditor would lose his just debt. Should the Legislature repeal this clause, under any circumstances such repeal should only affect suits for debt contracted after the passing of the act, otherwise injustice would be done to those who have given credit, with the view of enforcing payment under that clause of the act, when all other means failed.

Your obedient servant,

JAMES STANTON.

To the Editors of the Law Journal.

NORWOOD, CO. OF PETERBORO', July 29, 1858.

GENTLEMEN,—In compliance with the invitation contained in your June number, requesting information on the working

of the 91st clause of the Division Courts Act, I beg to enclose the following; shewing its working in this Division for 18 months, ending 30th June last:

The number of judgment summonses for the above period was seven: the total number of cases for the same period, 916. Aggregate amount at issue in judgment summonses cases £72 14s. 0d. In one case no order was made. In four cases, settled between the parties previous to or on the Court days. One case, returned "not served," subsequently settled between the parties. And one case, order not obeyed; no further action.

I consider the existence of the clause in question essentially necessary for the interests of the creditor, as from my own knowledge the fact of its being available has induced many to pay, who would otherwise not do so. Hoping ere long to see the power to garnishee given to Division Courts,

I remain Gentlemen, yours &c.,

JAMES FOLEY,

Clerk 2nd D. C., U. C. Peterboro and Victoria.

ANSWERS TO CORRESPONDENTS.

DIVISION COURT PRACTICE.

To the Editors of the Law Journal.

June, 1859.

GENTLEMEN.—The Act of 13 and 14 Vic., ch. 53, sec. 14, among other things, says, "The Bailiff's fees upon executions, shall be paid to the Clerk of the Court, at the time of the issue of the warrant of execution, and shall be paid over to the Bailiff upon the return of the warrant, and not before."

The fees referred to are those mentioned in Schedule A, of the act cited. This question, however, arises, Do they include all the Bailiff's fees mentioned in the schedule, and, if not, what particular items are meant? I shall be obliged by your views on this question.

From the reading of the statute, I infer that the Bailiff is entitled to his fees, provided he returns his warrant of execution *within the proper time*, whether the returns be *nulla bona* or otherwise. I am aware that the reading of the schedule would not entitle him to mileage, in cases where he did not make anything. Whether he would be entitled to the fee for "enforcing," &c., is a question I would like to have your decision upon. If the Bailiff is not entitled to any fees, when his return is *nulla bona*, what is to be done with the fees paid to the Clerk, supposing that the return was made in proper time? The Commissioners appointed to consolidate the Statutes of Upper Canada, have (page 152, sec. 52) made an addition to the section which I have already cited, stating, that any fees to which the Bailiff is not entitled, shall be repaid to the party from whom they were received. This section seems to me so obscure, that one cannot form a satisfactory conclusion as to its meaning.

By the way, are the Consolidated Statutes now law? Let me ask some more questions.

Section 3, 18th Vic., ch. 125, is silent as to what is to be done with money recovered on execution issued under a transcript of judgment, from one division to another. The practice generally adopted is, to send a return to the clerk of the division from which the transcript was issued, and remit the money with such return. Am I obliged to do so? If not, what is my proper course? If I am obliged to forward the money, at whose risk is it while passing through the post office?

Yours truly,

I. A.

[Our correspondent is an "official," and an industrious, pains-taking man, anxious to carry out the law to the best of his ability. He is a Division Court Clerk, and, we are told,