shown to him by the affidavit of disbursements to have been disbursed. Of course, this does not apply to cases where the Attorney on the record acts as counsel. Then, of course the fee is not disbursed.

The above are all the questions submitted to me for answer at our present meeting, and I hope the answers will be found sufficiently explicit and clear for all purposes.

There are a couple of more points that I would like to mention.

When a Sheriff has several writs of execution against one defendant, and in his notice of sale all suits are included, as they should be, this can only be allowed as one notice, not as several notices.

Where an application is made in Term to reduce a verdict on behalf of a defendant, and the rule is made absolute to reduce the verdict without any mention of costs, the costs of the application can be taxed to neither party.

Under the Surrogate Court act, where real property is devised to executors to sell and invest the proceeds or divide it among the heirs, no stamps can be required under the Surrogate Court Act, as respects the said real estate so conveyed or its value, neither can the Judge charge any fees respecting same. The words in the tariff of fees to the act to be taken by judge and the crown where it says: "The property devolving," do not include or apply to real estate, because the executors hold it as trustees under the will, and the probate does not apply to it in any way, and of course cannot affect it. It does not give validity to any thing done under the will, and were there is no personal estate devised in addition to the real estate, the will need not be proved at all—it need only be registered. Also, at the time of proving the will, the real estate could not have become personalty.

Under R. S. O., cap. 50, sec. 154, page 640, which enables Clerks to tax full court costs on signing judgment by default of appearance, for over $200, on a specially endorsed writ. "Upon an affidavit being filed showing to his satisfaction that the amount was not liquidated or ascertained by the signature of the defendant or the act of the parties," the Clerk should not be satisfied with an affidavit, even of the plaintiff in the words of the statute, but should in addition require the facts connected with the transaction to be sworn to, so that he may himself judge as to whether the claim was ascertained or liquidated by the act or signature of the parties. I am sorry to find that in some cases Attorneys will undertake to swear for their clients an affidavit in the words of the statute, so as to have full court costs taxed. How any gentleman can make such an affidavit is to me inexplicable. He cannot know more of the facts than what his client has told him, and he must have a strange idea of the sanctity of an oath, to swear positively to a matter which to him must be hearsay. Such an affidavit, even in the positive form should never be considered satisfactory by the clerk, unless in addition to the above requirements it is stated and fully shown how the Attorney became possessed of the knowledge he swears to; and if it then appears that his knowledge has been founded upon what he has been told, the Clerk should reject the affidavit as unsatisfactory. No affidavit upon "information and belief," should be taken or considered satisfactory under this section.

In conclusion, I may now state with regard to the general performance of duties by Deputies and as to taxations, in particular, that I will give warning now, that after the first day of next January, I will report directly to the Attorney General any such dereliction of duty as I have above referred to, or