Our correspondent goes on to say he feels "tolerably confident there was no deficit for the last half of the year 1856, and I believe there was not for the first half; as to 1857, I can speak positively for the half year, ending 30th June last. There was a considerable surplus, although the charge upon the fund had been increased, and the income was in fact more than enough to have met the full charge upon any County fund under the present law as to salaries."

We were at great trouble to procure accurate information for the article in question, and have since made further enquiries as to Huron and Bruce. We will give figures, and let them speak for themselves.

For the half year ending 31st December, 1856, there *was* a deficiency in Huron and Bruce of £180 19s. 8d.; for the half year ending 30th June last, there was a surplus of £160 5s. 7d. For the year ending 30th June last, there was a deficiency of £20 14s. 1d.

If our figures be right, our correspondent is wrong —first in the particular of which he feels "tolerably confident"—for there *was* a "deficiency in the last half of the year 1856,"—and secondly, in the assertion that the income for the half year ending June, 1857, "was in fact more than enough to meet the full charge upon *any* County fund," &c., whereas, "in fact and in truth" it would fall short of doing so by £189 14s. 5d. ! !

The object of our article was to show, that the Province was actually deriving an income from the Local Courts for the past half year, which would probably exceed £2,000 at the end of the year.

This position would not be controverted by any defective information as to Huron and Bruce, but the reverse: nor should we have noticed the supposed error, if our correspondent's position did not call for some answer to his request.

The latest information we have been able to obtain shows a surplus of over £2,759 for the last half year, which would indicate a surplus for the year of £4,300, just £2,300 *more*, instead of less, than we originally inserted. Our language was to the effect that, at the close of this year the Province would derive a revenue from the Local Courts of over £2,000.

We quite agree that "the increase of population, wealth and business in the western part of Canada, renders it unsafe to rely upon any but *recent* statistics;" and this (we are willing to believe it, as no one is more competent to speak on the point than our correspondent,) is especially true of these Counties" (Huron and Bruce.)

Our statistics *were* the very latest that could be procured at the time we wrote. Statements of facts, in this Journal are always founded on reliable evidence—and even if in error in any trifling detail, our friends ought scarcely to expect us to enter into long explanations of points which do not affect the correctness of a broad position.

CHAMBER REPORTS.

We subjoin short notes of several cases, which have been handed to us too late for publication in full in our present issue:—

WILSON ET AL. *v.* BULL ET AL.

Interpleader.—Loss of claimant's affidavit.

If claimants affidavit be lost in the course of transmission, he may be allowed to file another affidavit. Or if his claim sufficiently appear from the affidavit of the execution creditor, the usual issue may be at once directed.—Per Robinson, C. J.—6th August.

IN RE JONES (*ex parte* KETCHUM).

Costs.—Attorney and Client.—Taxation.

A bill settled for more than one year cannot be referred to taxation. When a reference is allowable, it can only be of charges for professional services. A revision of taxation will not be ordered where the grounds of the original reference to taxation have for any reason failed or become or be found invalid.—Per Robinson, C. J.—7th August.

REG. EX REL. CAGER *v.* SMITH ET AL.

Municipal Elections.—Duty of returning officer.

A returning officer should literally observe the directions of the Statute as to keeping poll-books. Though he fail to do so, his conduct will not in all respects vitiate an election in other respects regular. A returning officer cannot after the close of the poll add his vote for one of the candidates.—Per Robinson, C.J.—18th April.

RICHMOND ET AL. *v.* PROCTOR ET AL.

Final judgment on confession.—Regularity.—Power of Judge in Chambers.

A cognovit may be executed by the attorney of the party giving it. A Judge in Chambers will not set aside a final judgment regularly entered.—Per Robinson, C.J.—6th August.

SCHOFIELD ET AL. *v.* BULL ET AL.

Interlocutory judgment.—Setting aside.—Power of Judge in Chambers.

An interlocutory judgment will not be set aside to enable a defendant to plead matters arising subsequent thereto. A Judge in Chambers will not in general entertain a question as to the validity of an order of discharge for insolvency in the nature of a bankruptcy certificate, granted under 19 & 20 Vic. cap. 93.—Burns, J.—8th August.

RACEY *v.* CAMERON.

Affidavit to hold to bail.—Irregularity.—Waiver.

An affidavit to hold to bail on a promissory note must show the note to be overdue, either directly by stating the fact, or indirectly by giving the date of the note and time it became due. If a defendant after application to set aside an arrest for irregularity put in bail, he thereby waives the irregularity.—Per Robinson, C. J.—18th August.