

Now, it is a well-known practice in probate matters that the next of kin can always call for proof of a will *per testes* and cross-examine the witnesses called in support of that will, without being subject to the payment of costs. Here, however, probate was granted without opposition, and thereafter this action is launched to vacate the probate and nullify the will, on insufficient evidence and without any proper inquiry.

I see no reason to relieve the plaintiff from the payment of all the costs of the defendants, who actively defended, and such will be the judgment of the Court—dismissing the action with costs. . . .

[Reference to *Spiers v. English*, [1907] P. 122; *Ponder v. Burmeister*, [1909] S. Australian L.R. 62, 99; *Robertson v. McOuet*, 17 O.W.R. 852.]

DIVISIONAL COURT.

NOVEMBER 3RD, 1911.

RE SOLICITORS.

Solicitors—Taxation of Costs against Clients—Quantum of Fees and Charges—Discretion of Taxing Officer—Appeal—Bills of Costs—Entries in Solicitors' Books—Estoppel—Services of Solicitors in Selling Company's Stock and Bonds—Services as Directors and Officers—Remuneration—Commission.

Appeal by the clients and cross-appeal by the solicitors from the order of BRITTON, J., 2 O.W.N. 1421, affirming the taxation by the Senior Taxing Officer of the solicitors' bill of costs, charges, and disbursements in respect of services rendered to the clients.

The appeal was heard by FALCONBRIDGE, C.J.K.B., RIDDELL and LATCHFORD, JJ.

R. A. Pringle, K.C., for the clients.

F. E. Hodgins, K.C., for the solicitors.

RIDDELL, J.:—Messrs. Beach Bros. were lessees from the Crown of a water power at Hound Chutes, and had entered into an arrangement with the firm of Baillie & Co., looking to the development of this water power.

The Cobalt Electric Power Company Limited had been chartered to carry out this arrangement, Beach Bros. being the