

liable. It is a question of law as to his liability. My business commenced in July, 1883. The only record of these accounts for costs is our precipe book. I have rendered accounts to clients. I kept no copy. I did not post them. They have been paid. I remember proving Will of John Dooley in solemn form; Ferguson was there as Mrs. Kelly's friend and agent. He brought Mrs. Kelly to me; she paid me a fee and retained me. I acted as her proctor throughout; Mr. Ferguson did nothing, I paid him nothing. Ferguson brought one account from Neal, White & Co.; I sued it and I got nothing from debtor; I sent plaintiffs a bill; I expect them to pay; have not paid it yet. When bill was first rendered, they sent word that bill was too large, and I learned that one Mr. John M. Chisholm said it was exorbitant. I went to see Mr. Neal. Saw him. He said it was an exorbitant bill. He had consulted a lawyer about it. I offered to tax it with any lawyer. He then questioned my authority to act for him, but afterwards admitted that Ferguson had authority to retain us for him. He said, "Send it (the bill) through Ferguson." I did so, and expect Mr. Neal to pay it. There is no case in which I don't expect to get costs. If defendant is not able to pay, I get them from plaintiff.

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QUESTION :—Will you elect now to say whether Ferguson is your clerk or client?

ANSWER :— I won't answer. I consider the question insulting, because I have already explained that he has been at different times both clerk and client, and at other times neither clerk nor client. When he goes to Neal, White & Co. and gets an account and brings it to me, he is neither clerk nor client—he is acting as a collecting agent. I never asked him, employed him, or remunerated him for this purpose. He is the agent of the plaintiffs.

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To Mr. GRAHAM :—Ferguson was paid according to the work he did, which was fixed after the work was done. He has a Collecting Agency; we have nothing to do with it. I am not aware of Mr. Ferguson going to get accounts. I never said that Ferguson in every case told parties that I was going to act and to get their authority. What I did say was that when Mr. Ferguson brought accounts to me from persons for whom I had not previously acted, I invariably asked him if the parties had authorized me to act for them. There may have been cases where Ferguson made up costs himself, but in such cases he did so under the direction of myself or Mr. Barss. I have given him money to issue writs. They may have been contested or otherwise. He has brought defences to our office. He brought the parties to us. In every such case the party defendant has paid a retainer before we did anything. I gave Ferguson a draft form of writ to take to Bowes & Son for the purpose of having blanks printed from it for our use. If Ferguson pays for them he will do so needlessly, and we will owe him for such payment, as they are for use in our office business. The card (Ferguson's) I saw a year or six months ago. I have some recollection of seeing a card, but I have no recollection of seeing any card with endorsement as on card in evidence.

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To Mr. HARRINGTON :—The only one I recollect seeing was the one published in the newspapers. I may have seen the other, but I do not recollect the endorsement, and am quite sure I never saw the card or would recollect it.

To Mr. HENRY :—I did not ask Ferguson to shew me his card. He told me that he was to make no charge when he collected nothing, but had made no such arrangement in respect to Court fees and Attorney's costs in any case. He was employed by us as clerk in

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