

precipes. I do not think he has the office copy of writ in a dozen cases since July 1883. I do not know whether or not he keeps a præcipe book. We have a separate præcipe book for convenience in cases brought to us by him because in such cases we do not get commissions on collections. We have an office boy not able to do much writing.

(Mr. Graham produces book from Sheriff's office.) QUESTION:—Have you repaid Ferguson all the sums paid by him as shewn in this book?

ANSWER:—I think, as a rule, the money was obtained by Ferguson from our clients to pay for these disbursements at the time of the transaction, or so soon as the amount was ascertainable. In some cases we have paid the money ourselves. All such transactions were for cash, and the charges were made by the Sheriff without our knowledge or consent. I don't think our cash book would show in every instance where we had paid money to Ferguson to pay the Sheriff. Sometimes the amounts would be mixed up with other moneys. Hardly a week passes but what we pay money to Ferguson and he to us. The amounts so paid would often include Sheriff's fees. I think he got the money in nearly all cases from the client. That was the understanding when we took the business. Ferguson has told me that he got money from the clients, and the clients have corroborated it. I did not know that the Sheriff was keeping such an account. My cash book will not shew the remuneration which Mr. Ferguson received, because of the manner of making the entries. We do not keep cash in form of daybook. There would be no difficulty in ascertaining how accounts stand between Mr. Barss and me. Ferguson got receipts from clients in some cases. I don't know whether he did in every case. In dealing with Country Sheriffs, money passes through our hands; in the city, through Ferguson's hands generally. We did not authorize Hamilton, when Sheriff, to keep any account with Mr. Ferguson, or to treat him otherwise than as our clerk, and I was not aware until this examination that Mr. Ferguson's name appeared on any of his books. The statement made by Mr. Craigen in his evidence herein that "the Execution record and Bill of Costs are in Ferguson's handwriting, with the exception of signature to Execution," in the case of Franklyn vs. Munro, is incorrect. The signature to the record is in my handwriting, and all the papers in the suit were prepared under my personal direction. The minutes taken by Mr. Foster of my cross-examination are very incorrect. In several instances I am represented as saying just the opposite from what I really did say, and I have found great difficulty in doing myself justice in the corrections made by me. My statements in respect to amount of remuneration paid Ferguson are necessarily imperfect, and so do me great injustice. The matter is not referred to in the charges preferred against me and Mr. Barss by Mr. Meagher and others, and I had no notice that such matters would be enquired into. I made the statement, according to the best of my information and belief, in reply to questions addressed to me by members of the Council who desired to enquire into that matter, but I had not then, and have not now, the data for making a complete statement, and believe I have largely overstated the amount of remuneration paid Ferguson by us.

(Sgd.)

EDWIN D. KING.

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