

matters which he brought to us. I would not like to say that he has not so acted in other matters also. Where there was default and judgment, his remuneration would be about \$1.50 or \$2 on an average. The most I have ever given him in a declaration case would be \$5 or \$6. The average would be about \$1 to \$2, or even less. We were doing the work ourselves, but had too much to do, and we employed him. The reason why I employed him was that I must employ somebody, and was willing to give him the preference. Ferguson has not the right to do clerk's work in every case he brings to us. I did not get the work from Ferguson on the condition that he was to get something out of it. There was an understanding that we should employ him as a clerk if we had occasion to employ a clerk. Have sent out bills for costs since July 1883, in Ferguson's matters and in contested matters, McAskill and also Neal, White & Co. Ferguson might be liable to us for these costs on the ground that he is the agent of plaintiffs. It is a question of law which I need not decide. His remuneration does not average more than \$8 or \$10 a week. I am putting this at a high figure; \$6 per week would probably be nearer the truth. He is a valuable man. He can do drafting. We have paid him for work where he did not bring the clients; cannot say how much—very little. I have given \$5 to \$10 since July 1883 probably. If the additional business which he brought to our office had not come, we might not have needed his services; but of course I cannot say about that. I would consider him as our clerk for the purpose of making affidavits of service of papers from our office. He is paid for work without reference to the result of suit. Mr. Ferguson does work from day to day; now and then he comes in and we settle. He brings in a memo.; I do not usually take a receipt from him. Have done so, I think, when paying him moneys collected. We do pay him for work when we get nothing from defendants. There may be cases where I pay him less on account of getting nothing from defendants. There may be cases where we would feel justified in not paying him anything. When he has done some work he comes in, we make up what he is entitled to, and we pay him. In an ordinary default case where he does all the work except signing the writ, I do not know what we pay him, as it is mixed up with other work. I think he would get about \$1.50. I frequently settled with Ferguson for work done by him before the suit was settled. In October the Judicature Act came in, which accounts for the large number of original writs in my handwriting; later ones again are in his handwriting. I have no agreement with Ferguson by which he was to get a share of the business which he brought; the costs are ours in every case. I have never directly heard that Ferguson solicited business. Mr. Russell, about six months ago, intimated to me that we were dividing costs with Mr. Ferguson. He also charged me with taking clients from him. I then denied both charges. William Elliot was the client referred to, and he was my client fourteen years ago, and is our client now. There have been numbers of cases where he (Ferguson) has brought business where he has done nothing, not excepting where we are acting for plaintiffs. I have lately, since this charge was made, seen the form of letter which Mr. Ferguson uses. He has on his printed form "\$1 for letter." I have told him that he has no right to charge this \$1 for letter, or anything for letter, but parties might pay it to them if they choose. We tax on our default bill, 50c. I do not know of his practising as a Solicitor. (Mr. King here tendered a written statement made by Ferguson, which was refused.) I do not propose to call Mr. Ferguson. I have no power to do so, but I have no objection to his being called. I will try and get a copy of the form of letter he uses. In default cases, sometimes he may keep the office copy of the writ. In very many cases we have it and all the papers. We keep all the

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