

ant's Attorneys, which I sent to Mr. Bell. He immediately returned it and requested me to send him a memo. of all the costs in the suit. I did so for \$39.72, being the amount of costs on both sides, including \$10 as the plaintiff's costs, and he sent me back, the same day, his cheque for the amount. The suit was a summary suit in the County Court. The cheque is dated March 9th.

In the case of E. Morrison vs. Pettipas, in which our costs were paid in full by the plaintiff, who himself got nothing. I can cite other cases.

In the case of Franklyn vs. Wisdom (Munro & Wisdom), referred to by Mr. T. Ritchie, the account was brought to us by Mr. Ferguson. It was the first case we had from that firm. I made the same enquiries as I did in the earlier cases to which I have already referred, as to Mr. Ferguson's authority to employ us for the plaintiff. He gave me the same answer. Mr. Ferguson also stated to me that he had a letter from Mr. Morrow, a member of the firm, requesting him to undertake collections for them, and asking him to see him (Mr. Morrow) on the subject. Shortly afterwards I had a case for the same firm in the City Court—Franklyn vs. Pace. Mr. Morrow attended the trial at my request. I conducted the suit there in his presence, and a clerk from the firm was examined as a witness by me. Franklyn et al vs. Byers was a suit I brought for them afterwards. I say the same with regard to this. Ferguson brought all these claims to our office.

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In all cases Mr. Ferguson acted as the agent of the plaintiff, and not as our agent; and in all cases, so far as I know, the plaintiff knew that he was bringing the business to us. I never asked Mr. Ferguson to bring any business to us. I never asked Mr. Ferguson to solicit any business for us. I never saw the card referred to in the Complaint until I saw it here day before yesterday. I never knew of Mr. Ferguson representing to any one that business entrusted to us would be conducted without fee or reward in any event. The plaintiffs for whom writs have been issued never in any instance hinted such a thing to me or in my hearing. I have not done all the business of Mr. Ferguson. He has asked me to issue writs in cases where I have declined, and I know that afterwards writs in the same cases were issued by other Attorneys in Halifax. He once asked me to put in a defence for a man named Silver, which I declined doing on the ground that I had in former cases acted for the plaintiff.

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In Mosely vs. Hall, referred to by Mr. J. J. Ritchie, I did not state that Mr. Ferguson was acting as my broker in bringing the suit. The Judge on that occasion used the expression "Broker." I remarked "Yes, that is it," meaning thereby that Ferguson had been acting in the matter as the broker or agent of the plaintiff. Although I had not spoken to Mr. Mosely in respect to the suit until that day, my partner had frequently spoken to him about the suit previously. And Mr. Moseley knew that the case was in our hands.

In issuing Executions, the bill of costs was invariably prepared by Ferguson under my instructions where the business was not contested, and was examined by me or my partner and approved before being permitted to go to the Clerk's office. I didn't allow any papers to be put on file by him, or to be taken to the Sheriff's office, without having carefully examined them, and he was not permitted to issue writs or put executions in the Sheriff's office without being furnished with the means of paying the costs, either by our firm or usually by the plaintiffs themselves, as I know both from him and from the plain-

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