

EVIDENCE.

Investigation of a Complaint vs. Edwin D. King, Q. C., and W. L. Barss, Esq., made
by N. H. Meagher, J. J. Ritchie and T. Ritchie. Esqrs., before the Council of
the N. S. Barristers' Society, at the Barristers' Room, March 9, 1885, 4 P. M.

PRESENT:—J. N. RITCHIE, Prest.; R. SEDGWICK, Vice do.; H. McD. HENRY, W.
GRAHAM, C. S. HARRINGTON, and B. RUSSELL, Council.

Mr. J. J. RITCHIE and Mr. T. RITCHIE, Complainants.

EDWIN D. KING, Defendant.

W. L. BARSS, Defendant.

Complaint read by the President.

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Mr. J. J. RITCHIE :—Some time since a cause was being tried in Co. Court—Moseley vs. Hall; plaintiff was being examined; Counsel for defence interrogated him as to whom he gave account to be collected; plaintiff replied that he gave account to Ferguson to be collected, and that he had not seen Mr. King about it until morning of trial. Mr. King then rose in his place at the Bar and stated that he admitted that the suit in question had come to his hands by means of a Broker (referring to Mr. Ferguson). I have been informed by Mr. V. F. Farrell that Mr. Ferguson offered to collect an account for him from one Sprague, and that Ferguson took the account from him on the express understanding that there should be no charge against Farrell unless debt was collected. If the debt was collected, the charge would be 5 per cent. Sprague was out of the Province (I think). Farrell further stated that Ferguson told him to go to King & Barss's office, which he did. Mr. King in his office administered an oath to Mr. Farrell, and questioned him as to the case. Shortly after, Ferguson came to Farrell's shop and told him he must have \$10 to pay for the deposition—that it would be returned to him whether the claim was collected or not. Mr. Farrell also stated that Counsel in Boston received \$20.00, which he was unable to get, and has not been able to get anything. [Mr. Ritchie produces card marked A. which was left at Mr. W. H. Neal's by Ferguson; subsequently saw a similar one exposed in a barber's shop]. I have frequently seen writs in the Prothonotary's office in the handwriting of Ferguson signed by King, and sometimes by King & Barss. The one I saw in the office signed by E. D. King was in the handwriting of Mr. King (i. e., the signature); the body of the writ in Ferguson's handwriting. Those signatures, King & Barss, were in Mr. Barss's handwriting. I saw Mr. Craigen, who informs me that writs are constantly brought by Ferguson signed by King & Barss or both of them, and that Mr. Ferguson generally attends to all the matters in the Prothonotary's office, including the paying of Prothonotary's fees, entering judgments, etc. I have examined the books in the Sheriff's office. I find writs entered, and in the place in the book where the Attorneys' names are entered, the name of "King & Barss, per Ferguson." This morning I asked to whom these matters were charged. He told me to Ferguson, and that the Sheriff had them charged in a separate account from the firm of King & Barss. I have ascertained that Mr. Ferguson buys his own blank writs from the stationers.

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Cross-examined by Mr. KING:—I did not see the Sheriff's accounts. I did not enquire whether King & Barss had authorized the charges to be made in that way. Didn't ascertain whether King & Barss were in any way responsible for the manner in which the Sheriff's books were kept in this behalf. Mr. Craigen did not give me to understand that