

237. Suppose they died within the time, is there any provision, by will or otherwise, by which you would get your money?—No provision whatever.
238. Either with the company or with any member of it?—No.
239. *The Chairman.*] You hand in the written agreements you had with the Silver Peak men?—I do. (*Vide Appendix A*).

TUESDAY, 7TH AUGUST, 1883.

Mr. E. B. CARGILL, examined on oath.

240. *The Chairman.*] Your name is Edward Bowes Cargill, and you are a merchant in Dunedin?—Yes; I am chairman and managing director of the British and New Zealand Mortgage and Agency Company.

241. You were present at the land sale on the 28th February last?—Yes.

242. And you purchased for several persons?—I bid for some persons then present.

243. Was Mathew Elliot one?—I think not.

244. His land was paid for by your cheque?—Yes; he is a constituent of the company.

245. Charles Webb?—I think very likely I bid for him. My functions were confined simply to bidding in the room.

246. Philip Young, William Young, Joseph McCaw, Daniel McEwen Fisher, and William Free?—Free, I think was one of them. I do not know the men at all.

247. Then you did not receive your instructions from them?—No.

248. Who instructed you to buy for these men?—On the eve of the sale I was asked if I should be present, as I generally attend the land sales, and I was asked whether I would have any objection to bid for some persons who wished to become purchasers.

249. Who asked you?—Smith and Gellibrand, who are constituents of the company.

250. Thomas Johnston—do you know him?—I do not know any of the men.

251. Then your business was simply to attend and purchase under instructions from Smith and Gellibrand?—Yes; I simply received a memorandum containing certain names and numbers of sections, with instructions to bid up to £1 10s. an acre.

252. Then you had no interview at all with these men?—None whatever.

253. Was there any arrangement that your firm was to bid to a certain figure, and that then Mr. Bradshaw was to take up the running?—I did hear that Mr. Bradshaw was bidding.

254. But not in opposition?—I think not in opposition. I think very likely he was instructed to bid beyond my limit. I was not present at any interview.

255. *Mr. J. McKenzie.*] Was it Mr. Gellibrand or Mr. Smith who made the arrangement with you?—Both were in my office the evening before the sale.

256. Were they to become good for any money you might pay for these people?—It is the practice at these sales for different agency companies in Dunedin to deposit a marked cheque with the Land Receiver, which may be available for any person bidding at the sale upon instructions received by the company then present. This arrangement was made by the company I represent in common with others. A cheque was deposited, and I simply intimated to the Land Receiver that, in any case in which a lot was knocked down to my bid, the amount might be placed against that cheque.

257. You were to look to Smith and Gellibrand for repayment of the money?—Yes.

258. *Mr. J. W. Thomson.*] Could you produce the memorandum you refer to?—I cannot. It was merely a loose bit of paper.

259. *Mr. Fulton.*] To whose account were these payments charged in your books?—The money was chargeable against the parties who gave the instructions to Smith and Gellibrand, who returned the money afterwards.

260. They have returned the money?—I presume so. I have no doubt it has been returned.

261. Was there any conversation between you and Smith and Gellibrand?—Very little. I asked if they were *bonâ fide* purchasers, and they said, Yes. I may say that when lots were knocked down to me I said the name of the man for whom I had bid, and he went forward and signed and completed the transaction. The only interference on my part was to say that the amount might be charged against the cheque I had deposited.

262. Was there anything to lead you to suppose the men were not *bonâ fide* purchasers that led you to ask the question?—Nothing whatever. I knew nothing of their going to be buyers until the evening before the sale. I had never heard the thing mentioned by any one in any way.

263. It was not a question then dictated by your suspicion?—I hardly know. I just asked it in a general way.

264. This is the whole of your connection with the transaction?—That is all I know; nothing at all beyond. I did not know that any one was going to buy these sections. Mathew Elliot, I believe, mentioned to me that he intended to bid, but he is a man with money, one of the constituents of the company.

265. *Mr. J. Buchanan.*] Has there been any subsequent transfer to Smith and Gellibrand of the liability in the books of the company on this account?—I presume whatever was charged against the cheque deposited would be returned either by Smith and Gellibrand or at their instance. That would be a matter for the cashier to deal with.

266. There was no personal transaction between you and the individual purchasers?—None whatever.

267. *The Chairman.*] Do I understand you to say that the money paid by cheque of the company was repaid by Smith and Gellibrand?—I have no doubt it was; that would be the natural course.