

60. In this province?—In this provincial district.

61. Has he any person in partnership with him in his run, do you know?—I do not know as a fact, but I know by repute he has a person in partnership with him.

62. Who?—I believe Mr. Smith and Mr. Pogson are in partnership with him.

63. Do you know what run they held?—They held at the time of the sale, or before.

64. That they held at or shortly previous to the sale?—They held the run upon which these sections are situated.

65. Then, at the time or shortly before the sale they held the run on which Section 2, Block VI., Strath-Taieri, is situated?—Yes.

66. Did Mr. Gellibrand give you any further instructions beyond handing you the memorandum which you have produced?—He gave me instructions to bid to this amount. In fact, he did not give me authority; he asked me whether I would accept a commission, and my terms.

67. Yes?—I asked him for whom.

68. Yes; and what did he reply?—He told me—I do not know whether he told me at the time, but I think he told me—two or three persons whom he had a wish should buy land there.

69. Mention the names of the two or three persons whom he wished to buy land there?—I told him that, as this was an unusual sale, not like the previous sale, I should require a written authority from the persons he wished me to buy for; and, besides that, I would require some substantial guarantee—which is usual in such cases—up to the limit of the price, a substantial guarantee of the first half-year's rent, and that the persons who were buying should be present and produce their own declarations.

70. Yes; and what did he say to that?—What did he say to that?

71. Yes?—He told me that he would procure me all that I wanted; that he would procure me a written authority, and I received it the next morning; I believe on the morning of the sale.

72. From him?—Yes, from him.

73. And as to the substantial guarantee?—I got an order on the Bank of New South Wales from him.

74. That is to cover the amount payable?—To cover the amount. There was a limit in all these cases.

75. The limit fixed as the amount you were to bid?—Yes.

76. Who gave you that order?—Mr. Gellibrand.

77. Did anything further take place between you?—I asked Mr. Gellibrand whether this was a *bona fide* affair or not.

78. Yes?—And he told me, Yes, the men were buying for themselves.

79. Any further conversation?—I do not know of any of any importance.

80. You do not remember anything more of any importance. Well, you attended at the sale and you purchased this section?—I purchased the section.

81. At what price? Do you recollect?—No.

82. It appears on the conditions?—32s., I think. I may say I signed it as agent for this man—signed the sheet.

83. *Mr. Haggitt.*] “Thomas Johnston, by his agent, J. B. Bradshaw” (that is correct), “32s. 6d., 2,801 acres, Section 2, Block VI., Strath-Taieri.” And the amount you paid was £151 14s. 5d.?—Yes.

84. Did you make use of the order on the Bank of Australasia?—Not on the Bank of Australasia.

85. Well, the Bank of New South Wales, then?—Yes.

86. You made use of the order that was given to you?—I did not make use of it in buying these sections.

87. How did you pay the deposit?—By order of the Bank of Australasia upon itself. The order I received from Mr. Gellibrand was not a marked one, which was necessary in such cases.

88. What became of the order you received?—I passed it to my credit, and I got the order from the Bank of Australasia upon itself. The Accountant and the Manager gave me the order.

89. A sort of acknowledgment? No; an absolute order from the bank to pay bearer so-and-so, signed by the Manager and Accountant.

90. It was something equivalent to a marked cheque?—Better than a marked cheque.

91. As good as one, at any rate?—A marked cheque might be good for three weeks or a month, but this would be good for all time. It was that I paid in.

92. You arranged this yourself?—Yes.

93. All you got from Mr. Gellibrand was the order on the Bank of New South Wales, and you arranged this?—Yes; it was a guarantee to me. That is the usual thing in all cases. I must have a substantial guarantee.

94. What was the order on the Bank of New South Wales?—I think it was Gellibrand, or Gellibrand and Co.

95. Do you recollect the terms of it?—Pay bearer.

96. A cheque, an ordinary cheque, signed Gellibrand and Co?—Yes.

97. Do you recollect the amount?—£825, I think.

98. Did that cover more than Johnston's purchase?—Yes.

99. Oh, I see, that accounts for the largeness of the amount?—The amount is £825; that is the amount I paid in to the Receiver of Land Revenue.

100. Let us understand a little more about that. Did this £825 cover the limit which you were authorized to go to for the purchases of Johnston and two others that you refer to, but whose names you have not mentioned?—Yes; Johnston's and two others; those whose names I have not mentioned.

101. Could you name them now?—Yes; James Pearsall was one, and Charles Webb the other.

102. When you say the cheque covered the amount you paid the Receiver of Land Revenue,