

I understand you purchased for all these three persons?—No; I only purchased for two. I had authority to purchase for three, but only purchased for two.

103. I understand you to say that it covered the amount you paid to the receiver?—The £825 order was given to cover anything I might purchase.

104. You did not pay it as a matter of fact?—Yes, I did.

105. How was that, if you did not purchase all you intended?—There is an adjustment afterwards. I sometimes pay in £3,000 or £4,000 more than I require.

106. That is the explanation of it, then. Confining ourselves to Johnston's purchase, you succeeded in purchasing that at the price you were authorized to give?—At less than the price.

107, 108. With regard to Johnston's, you succeeded in purchasing at less than you were authorized to purchase?—Yes.

109. Was there any opposing bidder. There must have been, because it was started at 20s., and the bids were 1s. 3d. each.

110. Each bid, I think, was not less than 1s. 3d.?—Yes.

111. Do you recollect whether Mr. Kimbell was a bidder for that section?—No; I do not know who was bidding; I do not recollect. I never bid at random. I wait till others have exhausted themselves. I never bid at random, and if they outbid me I do not bid at all.

112. Johnston, you have already told us, was present at the sale?—I named him there; I named the purchaser.

113. How was it you came to sign the conditions if your principal was in the room?—That is also a usual thing. I saw this man afterwards in my office, and I arranged that I should sign these conditions.

114. You did not sign them in the sale-room?—No.

115. These conditions were signed afterwards?—Yes.

116. You were merely the highest bidder in the room?—Yes.

117. And subsequently you signed the conditions?—As his agent.

118. By agreement with your principal after you had become the purchaser?—Yes; by agreement with Johnston.

119. Well, now, you stated before that Johnston made the declaration himself; is that declaration here?—I did not say he made the declaration himself.

120. *Mr. Stout*: No; he said he handed it in himself.

121. *Witness*: I said he handed it in himself.

122. *Mr. Haggitt*.] Did you see this declaration at all?—No; I never saw it. My duty was just to bid and name the bidder. I named him openly in the auction-room, and Johnston, I suppose, came forward and deposited his declaration. In that list it says that I put in the declaration. That is not true: Johnston put it in.

123. You saw him hand it in?—Yes.

124. Could you say whether that is the declaration?—I could not say.

125. You did not see it before he handed it in?—No; I did not.

126. *Mr. Haggitt*: It purports to be taken before Mr. W. H. Valpy, J.P. The signature to the declaration and the authority are apparently in the same handwriting.

127. Now, did any conversation take place between yourself and Mr. Johnston in the interview you have spoken of in your office subsequent to the purchase?—I think so. I think I spoke to Mr. Johnston in the presence of Pearsall and Mr. Gellibrand as to the *bonâ fides* of the thing, and they declared they were buying for themselves and for no person else. Gellibrand declared the same thing to me.

128. Did you see any other person in connection with this purchase except Mr. Gellibrand and Mr. Johnston?—No.

129. I think you have said, Mr. Bradshaw, that you received a commission for making this purchase?—I was asked what my commission was, and I said.

130. Who arranged your commission?—I said what I would do it for; I would not have done it for less. When authority was given me I was asked what my commission was, and I said what it would be. It was the usual commission; I will tell you if you like. (*Mr. Haggitt*: Never mind.) I said what was the usual commission. It was no more than I charge anybody else, and no less. That was the time when I said I wanted a substantial guarantee.

131. It was to Mr. Gellibrand?—Yes.

132. Was your commission subsequently paid?—No; I paid myself.

133. You deducted your commission out of the balance?—Yes; that is also a very usual thing.

134. Had you to account to anybody for the balance of the money?—I have not accounted, but, as a matter of course, I had the balance afterwards, in adjusting which I paid it into the account of Gellibrand and Co. I have not accounted to anybody. I got the money from him, and that is one of the reasons why I signed the conditions and received the balance of the money. I paid the balance into the Bank of New South Wales.

135. Did you do that of your own motion, or were you instructed to do it?—I did it of my own motion. I do not keep the money of my clients.

136. But, instead of paying it over direct, were you told to pay any balance into the bank?—No, I do not think. I am positive I was not.

137. Have you at any time had any conversation with any other member of the firm of Gellibrand and Co. on the subject of these purchases?—Well, I must have had. I have been chaffed considerably by almost everybody with being a dummy. Mr. Pogson is also a personal friend of mine. He has been at my house, and has dined there. I have not the slightest doubt that I have spoken to him on the subject. I do not recollect him saying anything, beyond that he told me that these people were purchasing for themselves.