

clearly pointing out that His Honour had never seen this deed. The one before him being a corresponding document with the agreement dated the same in all ways, 11th April, same as agreement marked "G," with Registrar's initials—no alteration in dates appearing, therefore when His Honour compared them he had no doubt whatever, neither had I then. It was not until after the discovery of No. 8937—until August. Later on again I wrote to His Honour, pointing out that the agreement produced at first trial bore the signature of "Charles H^y. Greenhead." The document produced as exhibit is "Charles Henry Greenhead." Now, after Mr. Thomas's evidence yesterday—he said the two agreements bearing his initials, also the deed of lease bearing his initials, were placed before His Honour—with the highest respect to Mr. Thomas I must deny this, and say that only the one marked "G," together with a corresponding deed of even date which is still missing, were the documents compared by His Honour. So this will make it appear that His Honour had three documents before him, all having different altered dates—one only being declared a forgery, and yet His Honour asking no questions whatever as to the meaning of the alterations, and I submit that His Honour has not up to the present time seen one of the documents containing the alterations in dates.

Mr. Mahony has objected, and not deposited the one marked by the Registrar as requested. I would point out Mr. Mahony has said the alterations have been done by Mr. Cawkwell (I think was the name he mentioned), and initialled by Mr. Hill, while Mr. Brookfield voluntarily said yesterday the writing was Mr. Hill's. [Struck out at request of Mr. Greenhead.]

Mr. Mahony was present on the first day, and heard Mr. Nicholls give his evidence at the inquiry. Mr. Nicholls gave evidence for Mr. Mahony at each trial. He has also, I believe, made a statement to the Chief Detective last month. Mr. Mahony did not attempt at any part to challenge the witness's statement. Now he has left the inquiry, Mr. Mahony states Mr. Nicholls is wrong. I am referring to Mr. Nicholls witnessing the life-policy assignment and the two deeds and the two agreements.

I challenge Mr. Mahony's statement and his books as to his not receiving instructions until the 4th April. I say by referring to his book showing instructions received on the 4th April as being quite correct and in accordance with Mr. Hill's promise; but I positively declare that every transaction in connection with signing, paying costs, transfer of policy was all completed in March. If Mr. Mahony's journal is a true record, then it will show instructions to prepare lease and agreement about the 20th February, 1898. Mr. Mahony's cash-book or some other book should also show the date of receiving the £17 16s. 6d. costs after all was completed.

Referring to the 4th April, that refers to Mr. Hill's promise to see that I had a copy sent to me. Mr. Hill told me one was for him to keep, and that one was to be deposited, but that he would see I had a copy. That is what Mr. Mahony's instructions of the 4th April refer to. No deed was deposited then or until seven years afterwards.

C. H. GREENHEAD.

Taken at Auckland, this 20th day of December, 1907,
before me,—

HERBERT W. BRABANT,
Stipendiary Magistrate.

MR. GREENHEAD.—I wish to put in documents marked "Exhibit S."—CHARLES HENRY GREENHEAD.

NOTE.—Exhibit A (Deed of Lease 8937) left by Mr. Brabant with Mr. Bamford.—HERBERT W. BRABANT, S.M.

MR. GREENHEAD says,—

I beg to ask your Worship that the inquiry may stand adjourned to about the middle of January in order to obtain the evidence of Detective McIlveney, who is ill, and I want also to obtain other evidence.

CHARLES HENRY GREENHEAD.

Taken at Auckland, this 20th day of December, 1907,
before me,—

HERBERT W. BRABANT,
Stipendiary Magistrate.

Inquiry therefore adjourned until the 15th January, 1908, at 10 a.m.

HERBERT W. BRABANT,
Stipendiary Magistrate.

Inquiry further adjourned until the 17th January, 1908, at 10 a.m.

HERBERT W. BRABANT,
Stipendiary Magistrate.

FRIDAY, 17TH JANUARY, 1908.

EDMUND MAHONY saith,—

The Magistrate's Court summons was issued on the 6th October, and the hearing was on the 21st October.

My bill of costs (Exhibit J) is marked "Exd. 30/6/1904," and the second item therein—"October 21, preparing and issuing Magistrate's Court summons and attendances *re* same, £1 1s."—is the entry I refer to taken exception to by Mr. Greenhead. The attendances continued up to the 21st October.

I produce my Magistrate's Court summons-book covering the month of October, 1903, in which all entries of Magistrate's Court summonses issued are made, and I draw attention to the entry therein of the summons Griffiths *v.* Greenhead, Plaintiff No. 1886, which shows the correct date