

signature on or under the stamp inside, and the date on the stamp was the 9th July. Mr. Bourke says it is possible Mr. Holloway did not sign the memo. until the 9th July—that corroborates what I said about the 9th July being the date on the stamp.

C. H. GREENHEAD.

Mr. GREENHEAD continues,—

It is not my desire in any way to cast any reflections upon any of the officials, but in going through facts I have been forced into the position, because the first origin of any trouble was in the Stamps Department, though most likely no fault whatever of the officials then; and, further, I might say that in writing to Wellington I mentioned the fact in a letter that either some of those interested in this transaction were in possession of a Government date-stamp or an official was in collusion. The reason for my making this remark is because one agreement that was put before me had two single shillings—brown stamps—on it, and had the Government date-stamp on each. This was brought by Mr. Brookfield into his office from Mr. Mahony's office. That would be at the very commencement in May, 1903. Another agreement that was put before me had a brown shilling stamp on, and that was the document that was put before me by Mr. Cotter that he got from Mr. Mahony's office. That would be on the 20th October, 1903. There was also an agreement put before me by Mr. Griffiths in about January, 1904, after I wrote to Mr. Griffiths appointing an interview. I asked Mr. Griffiths then where was the agreement produced by Mr. Cotter which had £131 in large printed letters on it in the body of the document. Mr. Cotter at that time called my attention to this, and asked if it was not plain enough to see that amount was owing and nearly covered the amount of the policy coming to my credit. Mr. Cotter advised me that the agreement was for the purchase of the property; the amount due for rent I would have to pay then, and advised me to confess judgment and pay some on account, which I did on the 21st October, 1903.

This statement is already contained in my written statement. I state it to the best of my recollection now.

When settling up with Mr. Mahony after my request for the deed that was before His Honour, Mr. Mahony refused to give me the deed, and, although paying him a guinea for the deed to deposit it, it was not done, and has not been done to the present time. It shows by the initials of the Registrar of the Supreme Court that the deed on Mr. Mahony's file was the one before His Honour, and if so, should have been deposited.

With reference to the two agreements on Mr. Mahony's file, I wish to draw attention to the qualifications contained in them—by qualifications I mean the description of occupations, and address of myself and Mr. Hill contained in the deed. In both agreements I am described as a "butcher," while the deeds describe me as a "farmer." I suggest this came about in this way: These agreements, said to be prepared on the 4th April, when the clerk had instructions to prepare them, there was an old deed of mine made between Haultain and myself, in which I was described as a butcher. I suggest the clerk looked up Haultain's deed, and took my occupation from it. In the original agreements the occupations of Mr. Hill and myself were respectively stated as "gentleman" and "farmer."

In Mr. McIlveney's report, in the account taken from Hill's ledger, there is one item, £131 9s. 11d. That was the amount paid to the A.M.P. Society in one sum, and would be the amount put in the one sum, in the space left for it in the original agreement.

C. H. G.

[NOTE.—At the request of Mr. Greenhead the Registrar of the Supreme Court has sent down the original receipts for the exhibits in the cases before the Supreme Court.]

Mr. GREENHEAD continues,—

I contend that the receipts show that only one agreement was produced at first trial, because a receipt is taken for only one agreement marked "B," and no receipt for agreement marked "B1."

C. H. GREENHEAD.

Taken at Auckland, this 18th day of January, 1908,
before me,—

HERBERT W. BRABANT,
Stipendiary Magistrate.

Inquiry adjourned at Mr. Greenhead's request until 10 a.m. on Monday, the 20th instant.

HERBERT W. BRABANT,
Stipendiary Magistrate.

MONDAY, 20TH JANUARY, 1908.

REES GORING THOMAS saith,—

I am Registrar of the Supreme Court at Auckland.

To Mr. Brabant: The receipts for exhibits were not taken by myself. They are in the Clerk's handwriting in most cases. I have no doubt whatever that both agreements on Mr. Mahony's file, bearing date the 11th April, 1898, were produced at both trials, notwithstanding the fact that the agreement marked "B1" is not included in the receipts given for exhibits under that letter "B1."

To Mr. Greenhead: I would swear positively that the exhibit marks are in my handwriting, and that those two agreements were produced at each trial. I do not remember if you denied your signature to one or both of the agreements.

There is no doubt "B1" is omitted from receipts for exhibits on the first trial, but appears as "Exhibit G" on receipt for exhibits on the second trial.