

I can give no explanation why the Clerk left Exhibit H blank in the receipt unless it was that he had already got it as Exhibit B. One receipt for exhibits on the first trial was made out by Mr. Mahony's clerk; the other three receipts are in my clerk's handwriting.

R. G. THOMAS.

To Mr. Greenhead: I would swear positively that the exhibit notes on the agreements are in my handwriting.

R. G. THOMAS.

Taken at Auckland, this 20th day of January, 1908,
before me,—

HERBERT W. BRABANT,
Stipendiary Magistrate.

MR. GREENHEAD states,—

I say that exhibit agreement marked "B1" was produced at the first trial, but not at the second trial. The other copy "B" was produced at the second trial, but not at the first trial.

I wished to call Mr. Massey, but he has not arrived, therefore I do not propose to call any further witness.

I put in a statement I wish to make (Exhibit A?).

C. H. GREENHEAD.

Taken at Auckland, this 20th day of January, 1908,
before me,—

HERBERT W. BRABANT,
Stipendiary Magistrate.

TUESDAY, 21ST JANUARY, 1908.

CHARLES HENRY GREENHEAD states,—

I am satisfied Mr. Mahony's bill for £3 11s. 4d. was not included in his bill for £17 16s. 6d. I never paid Mr. Mahony the bill for £3 11s. 4d. I paid him £1 1s. on the 6th July, 1905, at the same time demanding that the deed be deposited in the Deeds Office. I dispute the statement made to Detective McIlveney by Mr. Mahony *re* the £3 11s. 4d. account, and I want it inquired into (see last page of Mr. Mahony's statement in Mr. McIlveney's report). I want the whole of my account with Walter James Hill inquired into. That account commenced in 1898.

The petition does not cover the whole of my complaints. All these issues have arisen since the petition was before Parliament. I had no idea of these issues when I presented the petition. By "issues" I mean the infringement of the Stamp Act, the removal of the deed, the matter of accounts, and several other things I cannot recollect at the present moment. It is through the infringement of the Stamp Act that the trouble has been brought on me—that was the origin of it. The deed placed before His Honour was a bogus document, and had no alteration in dates, but corresponded with the agreement and copy attached to the statement of claim.

As far as I can think the only thing left to inquire into is the matter of accounts. I have no accounts myself other than the receipts I produced. I will let Mr. Hill's books speak for themselves. (See Exhibit H.)

"*Re* Walter James Hill and C. H. Greenhead [no date].

	£	s.	d.
Principal	225	0	0
Balance of interest, 28th July, 1897	6	10	0
Interest, 28th February, 1897, to 28th February, 1898	15	0	0
Insurance premiums	6	6	
"	13	0	
	19	6	
Less refund	5	0	
	0	14	6
Auctioneer's charges	5	5	0
Bill of costs	17	16	6
	£280	6	0"

I got this document from Mr. Hill. At the same time I received the assignment of policy witnessed by Mr. Beswick, which was returned to me by Mr. Hill. I received the account at the same time as I received the agreements. About the 1st June, when I sent the rent down, I detected a mistake of £2 in the account, and deducted it from the interest. I would refer you to Mr. Hill's letter of the 16th June, 1898 (on file H).

After signing assignment of policy I returned it to Mr. Hill at once—about the next day. Mr. Hill afterwards told me that assignment was informal, but that he had obtained a loan of the life policy for indorsement of assignment. The assignment was then completed, and I do not know of any reason why it should be dated the 15th March, except that I was informed at the insurance office that it was transferred in their books on the 15th March, 1898.

I have no account of my own, and I have no account of Mr. Hill's except the receipts. The final settling-up was on the 6th July with Mr. Mahony, after the second case in the Supreme Court. The amount was £270-odd, including Mr. Mahony's costs. That was His Honour's judgment, and I only knew what to pay by what I was told. I got no account other than that attached to the statement of claim. I afterwards got a receipt from Mr. Mahony. Mr. Wynyard paid Mr. Mahony on my behalf. Mr. Wynyard paid £270-odd. I had to pay £30 for costs—that included