

copy attached to my statement of claim, and prepared my defence on that. Had I known of the alteration in the deed my defence would have been entirely different. I do not say that the deed on Mr. Mahony's file was deposited in the Deeds Office. Although a false deed was produced at the Supreme Court the true deed was deposited in the Deeds Office. I have no grievance on that score, seeing we have the true deed now.

C. H. GREENHEAD.

Taken at Auckland, this 23rd day of January, 1908,
before me,—

HERBERT W. BRABANT,
Stipendiary Magistrate.

EDMUND MAHONEY saith,—

To Mr. Brabant: I separated from Mr. Hill on the 31st March, 1897. After that date I did various things for Arrowsmith under his direct instructions. Mr. Hill was a very old friend of Arrowsmith's, and was farming near him. Mr. Arrowsmith was a client of the firm of Hill and Mahony, and simultaneously of Mr. C. F. Griffiths. William Arrowsmith transferred the mortgage to Hill on the 14th August, 1897. The cheque for £131 9s. 11d. was paid on the 31st March, 1898.

To Mr. Greenhead: Detective McIlveney's explanation of the matter of accounts is a correct one, and fairly put. I do not know if Detective McIlveney marked any documents or accounts I showed him. The accounts—the whole of them so far as I know—are contained in the books Mr. Griffiths produces.

The book I showed you yesterday belonging to Mr. Hill contained the account with you in Mr. Hill's handwriting. You have seen all the books containing any reference to accounts with you. I will not go over the £17 16s. 6d. account again. You know as well as I do how the £280 6s. account is made up.

To Mr. Brabant: The account £280 6s. would be made out from entries in various books. Mrs. Hill has the custody of one book, and, I understand, will not give it up.

To Mr. Greenhead: You have seen that book at her house. You have seen all the books. The £280 6s. account was the basis of the contract with you. It was from the ledger produced by Mr. Griffiths that I got the details of the four accounts which you take exception to—there were miscalculations afterwards corrected. The account to a certain point is in Mr. Hill's handwriting.

Mr. Hill's ledger (a copy of which you have) included the 1898 entries.

I have been informed to-day at the Public Trustee's office that Mrs. Hill has the private ledger of Mr. Hill's which I required. It should be in the custody of the Public Trust Office. It is untrue that I sent for that book and received it a couple of months ago. I never had any control or right over that book. You knew that the £280 6s. account was correct ten years ago. The mortgage was an old one, dating back eighteen or nineteen years, and the account was a matter between you and Arrowsmith. I had nothing to do with that.

EDMUND MAHONY.

I drew the proceeds of the policy in or about May, 1904. It is placed in my books to the credit of surviving executor, and by me paid over after the second action, and had been received about seven months before the first action.

To Mr. Brabant: The alteration of date in the deed is in Mr. Cossar's handwriting. He is still in my employment.

EDMUND MAHONY.

Taken at Auckland, this 23rd day of January, 1908,
before me,—

HERBERT W. BRABANT,
Stipendiary Magistrate.

WALTER DODDS COSSAR saith,—

I am managing clerk for Mr. Mahony.

To Mr. Brabant: The deed No. 8937 was dated in Mr. Mahony's office by me. I suggest that the date 11th April was filled in by me on the 16th May, hence the reason of the 16th May being there. Mr. Hill was present, and the dates were filled in by me at Mr. Hill's request. It was then altered back to the 11th April as being the true date of execution, as being what Mr. Hill stated was the true date of execution. Those are Mr. Hill's initials to the alteration. I would swear to it. In one agreement the date is altered to the 11th April in Mr. Hill's handwriting. I know nothing about that alteration. The signature to the agreement is that of Mr. Hill, and the other that of Mr. Greenhead, judging by correspondence I have seen in the office. This applies also to the second agreement.

At Mr. Hill's request I made out the account for £280 6s. The particulars came from Mr. Arrowsmith. I think all payments by Mr. Greenhead had been made direct to Arrowsmith; that no payments were made to Mr. Hill other than under the lease.

To Mr. Greenhead: The receipt for exhibits given to the Supreme Court is in the handwriting of Mr. Dawson. I was a witness at the first action at the Supreme Court. Among the documents produced there was a lease, two agreements, a life policy, and an assignment from Greenhead to Hill's executors. The lease on Mr. Mahony's file I am prepared to swear is the one which was produced. I recognise the lease as one engrossed by a Mr. Cawkwell. I am able to swear that those leases were the only leases prepared by Mr. Mahony between W. J. Hill and C. H. Greenhead. One of the leases was deposited in the Deeds Office, and the other is the property of the Arrowsmith estate. I could not be sure that I deposited the lease myself. I may have only sent it