

up with the fee. I was there at the settlement. Mr. Greenhead, Mr. Wynyard, Mr. Mahony, and myself were present. Mr. Wynyard asked that the lease, or a copy of it, be deposited; and that was done. There was no undertaking that the document that was produced at the Supreme Court would be deposited. If we had deposited the one produced at the Supreme Court, it would have entailed a further payment of 10s., there being an assignment annexed to it. As far as the deed of lease is concerned, it did not matter in the least which copy was deposited. Had there been no fee to pay for depositing it, it would simply have been handed over. The two agreements on Mr. Mahony's file are those which were produced in the Supreme Court, because they are the only agreements in existence between the parties, and no others were prepared by Mr. Mahony. I had a full knowledge of Mr. Hill's business. I did not lend Mr. Cotter an agreement. I know of an agreement being lent to Mr. Brookfield. I remember Mr. Cotter acting for Mr. Greenhead, and may have lent Mr. Cotter a document, but I do not recollect. I recollect a document being lent Mr. Brookfield. It was either one of those agreements. I remember Mr. Griffiths personally obtaining from me one of the agreements to show Mr. Greenhead. When Mr. Greenhead says that there were five different agreements, not the same as the original shown to him, I should say it was a deliberate lie. Hundreds of people could be got who could swear to Mr. Hill's handwriting. It is well known to every solicitor of standing, and to officials in the Stamps and Deeds Offices and Supreme Court.

To Mr. Greenhead: I was appointed an executor in Mr. Hill's estate. I am not one now, the estate being in the hands of the Public Trustee. Whether Mrs. Hill applied to have the estate placed in the hands of the Public Trustee has nothing to do with this matter. Mrs. Hill and myself are at variance, but it does not affect you. I was not relieved by order of Mr. Justice Edwards. There was a deed of appointment by Mrs. Hill and myself, appointing the Public Trustee. I was present at the settling-up. Mr. Mahony declined to give up the deeds until they were paid for. They were his until paid for. It is not a fact that you asked, if you paid for them, then would he give them up. I did not say, "No, you won't get that [the lease] at all. We will give you a copy of it." You did not say, "I want that one; I've got copies enough." Mr. Wynyard made no suggestion as to cutting down Mr. Mahony's costs of the lease. The arrangement as to depositing the lease was purely a matter between Mr. Wynyard and Mr. Mahony. Mr. Mahony refused to give one of the agreements until you paid him a guinea for it. I say Mr. Wynyard did not pay the guinea, either in the matter of the lease or for depositing it.

No fee of £1 1s. was paid for depositing the lease. The assignment is attached to the lease, and not to the agreement. The assignment is also attached to the agreement.

I would swear the signature to the agreements is that of Walter James Hill. I was associated with Mr. Hill from my boyhood and up to the time of his death. At the date that Mr. Greenhead alleged the documents were forgeries Mr. Hill was dead, and it was impossible for him to have signed any other documents.

23rd January, 1908.

WALTER D. COSSAR.

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

HERBERT W. BRABANT,
Stipendiary Magistrate.

Mr. GREENHEAD states,—

I produce a few more receipts which may assist in investigating the accounts.

The mortgage was made in 1892, and the interest was 8 per cent. The rent was altered to 5s. a week before the transfer to Mr. Hill.

I cannot leave this inquiry without expressing the kind and patient manner in which you have conducted the inquiry.

C.-H. GREENHEAD.

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

HERBERT W. BRABANT,
Stipendiary Magistrate.

Approximate Cost of Paper.—Preparation (not given); printing (1,000 copies), £14 17s. 6d.

By Authority: JOHN MACKAY, Government Printer, Wellington.—1908.

Price 1s.]