

handwriting from the day I left school. The alteration in one of the agreements from "tenth" to "eleventh" was made by Mr. Hill, and the agreements are now in exactly the same condition as they were when he handed them to me, except certain handwritings on the indorsements. The signatures, "Walter James Hill" and "Chas. Hy. Greenhead" to both agreements were there when Mr. Hill handed them to me, and the stamps were fixed and obliterated then as they are now. I have no doubt whatever as to the handwritings of Hill and Greenhead, and since the action I have had scores of Greenhead's signatures to identify. He sometimes signs one way and sometimes another. The leases were inadvertently wrongly dated by our chief clerk, Mr. Cossar, and the alterations were initialled by Mr. Hill. I have seen him initial documents scores of thousands of times.

The leases were subsequently stamped by my office. Until Greenhead some time after being sued for specific performance raised some question about some other sort of agreement having been prepared, I have never heard of any agreement or lease other than those on the file and the lease produced from the Deeds Office, nor did Mr. Hill ever say a word to me that anything else existed, nor is there any record in my office, or in the office of Hill and Mahony, that any other documents were ever prepared.

The deed of lease marked "A" was not registered until the 7th July, 1905. Mr. Wynyard registered it then after the decree for specific performance had been granted by Mr. Justice Edwards in the suit *Griffiths v. Greenhead*, heard in June, 1905. The ten-shilling fee is for registration, and the initials on the stamp are those of a clerk in the Registry Office, prior to which Greenhead, through his solicitors, Wynyard and Purchas, had paid to me, as solicitor for Mr. Griffiths, the surviving trustee of the Arrowsmith estate, the balance of purchase-money in performance of the purchasing clause contained in the lease and the costs incidental to the action, I retaining the documents which form the file. Mr. Greenhead to my knowledge suffered no disadvantage whatever in this settlement, as, after the completion with his solicitors, it transpired that in making up the books between himself and his late cotrustee, Mr. Hill (who was then dead), all the moneys to which the Arrowsmith estate was entitled had not been collected from him.

It would be after the 4th April, a few days after, that Mr. Hill took away the agreements to be signed. As far as I know, the documents produced by me had never been altered in any way. Mr. Hill had had a very bad experience of Greenhead as a mortgagor to our client, Mr. Arrowsmith, being a defaulter and not keeping to the conditions of his mortgage. Mr. Arrowsmith, as he was living by himself and practically a neighbour of Greenhead, did not wish to exercise the power of sale personally, and for that reason, as I before stated, Mr. Hill came into the matter so as to exercise his powers. Having acquired the property through the Registrar, Greenhead arranged with Mr. Hill that he would give up possession, but, although he had not paid what he should have done under the mortgage, he afterwards refused to give up possession unless he was paid some money for so doing. When Mr. Hill, in conjunction with Arrowsmith, afterwards decided that a lease should be given and an opportunity to Greenhead to repurchase, in view of his previous experiences with Greenhead, got the first step—the absolute assignment of the policy, representing £200 of the future purchase-money—as a sort of guarantee from Greenhead before entering into the documents which Mr. Hill afterwards instructed me to prepare.

With regard to Mrs. Hill's evidence: Prior to instituting the first proceedings, *Griffiths v. Greenhead*, I got Mrs. Hill to attend at my office to formally confirm her signature to documents. As far as Mr. Hill was concerned, there was no more honourable man in the profession.

I was acting under Mr. Griffiths's instructions.

EDMUND MAHONY.

The date "15 March, 1898," on the transfer of the policy Greenhead to Hill is in the handwriting of Walter James Hill.

EDMUND MAHONY.

Taken and sworn at Auckland, this 18th day of December, 1907,
before me,—

HERBERT W. BRABANT,
Stipendiary Magistrate.

Proceedings adjourned until 9 a.m. on Thursday, the 19th December, 1907.

THURSDAY, 19TH DECEMBER, 1907.

EDMUND MAHONY saith,—

I produce my deeds-engrossment book commencing on the 1st April, 1897, which shows that on the 7th April, 1898, three days after being instructed, the lease in duplicate and the agreement in duplicate were both engrossed. One was engrossed by Mr. Cawkwell, and the other by Mr. Whalley. Mr. C. A. Cawkwell is stated in the book to have engrossed the lease Hill to Greenhead. The two deeds of lease which have been produced—one on my file and the other from the Deeds Office, were engrossed by Mr. C. A. Cawkwell. They are in his handwriting. The alterations in the body are in Cawkwell's handwriting. The copies of agreement on my file are by the book said to be engrossed by Mr. Whalley, but one only is engrossed by Whalley and the other by Cawkwell. The one marked by the Registrar of the Supreme Court "Exhibit G, 5/6/05" and "Exhibit B, 12/12/04" is in the handwriting of Whalley. The lease agreement and transfer of life policy were practically one transaction, but the transfer of the lease took place before the other matters. Mr. Nicholl is quite wrong in stating they were all signed at the one time. I say so because the other documents were not prepared until after the transfer of the life policy. They were not prepared until about twenty-one days afterwards. The date "15th March" on the policy is in Mr. Hill's handwriting.

I know Mr. Hill was in town in the month of May. My explanation of alteration of date from the 15th May to the 11th April in the leases is as follows: The date of 15th May was inserted