

4 p.m.

It having been ascertained that Mr. Mahony is ill and not at business to-day, Mr. Greenhead asks that the inquiry be adjourned for the evidence of Mr. Mahony concerning the four accounts referred to on pp. 9, 10, and 11 of Detective McIlveney's report.

Inquiry adjourned until 10 a.m. on Wednesday, the 22nd January, 1908.

HERBERT W. BRABANT,
Stipendiary Magistrate.

WEDNESDAY, 22ND JANUARY, 1908.

Mr. Brabant informed Mr. Greenhead that Mr. Mahony was not at present available, but was expected to attend at his office this morning.

Mr. Greenhead thereupon asked for an adjournment for an hour, by which time Mr. Mahony might be available.

MR. GREENHEAD states,—

In the meantime I would like to see the account for £17 16s., and when it was paid. [Copy of account annexed to detective's report shown Mr. Greenhead.]

I produce letter Mahony to Greenhead, dated the 27th January, 1905, and my reply, contained in Exhibit U, addressed to Mr. Griffiths.

To Mr. Brabant: When signing these documents at Titi, Mauku, the arrangement was, to the best of my recollection, that they were to be brought to Auckland to be stamped and dated. My reason for saying so is that I thought one copy was for me, but Mr. Hill promised that a copy should be sent me. He did not say at whose expense it was to be prepared. I never got a copy, and heard no more about it until I got the account for £3 11s. 4d., which appeared to be the cost of preparing it. I thought then the £3 11s. 4d. was included in the £17 16s. account. I did not forward the £3 11s. 4d., because I got no copy of either document.

It matters not to me what date the documents bear. It would make no difference whether they were dated February or 11th April. I should gain no advantage whatever had the document been dated February instead of April. My reason for moving in the matter is because I think the revenue has been defrauded.

C. H. GREENHEAD.

Taken at Auckland, this 22nd day of January, 1908,
before me,—

HERBERT W. BRABANT,
Stipendiary Magistrate.

EDMUND MAHONY saith,—

To Mr. Brabant: When I said deed of lease No. 8937 was registered on the 7th July, 1905, I meant to say it was "deposited" on that date. Whether I did it or whether it was done through another solicitor, it would be done for me. The details of how it was to be deposited were arranged by me. It may have been deposited by my clerk, and not by Mr. Wynyard. It would be my place to deposit, and, if Mr. Wynyard did it, it would be for me.

The deed was not changed twice after it was deposited. Such a thing would be impossible. The present management of the Deeds Office is more perfect than I have ever known it, and the officers could not be better.

As to the dating of the documents, Mr. Hill brought them back, two with cancelled stamps (the stamps being provided by me), and two documents which had to be stamped at Stamp Office. Mr. Hill would not hand the documents to Mr. Greenhead. Mr. Hill brought back the two agreements as completed documents and stamped, but I cannot say positively they were dated then. I do not know whether or not they were dated before they were brought back, but they are dated in Mr. Hill's handwriting, and bear his figures on the duty stamps.

The only documents Mr. Hill took with him to Titi were those prepared for him by me at his instructions. He did not take the policy with him. The matter of the policy was a separate and prior transaction to the preparation and signing of the deeds and agreements.

I presume the 27th October, 1903, is the correct date of the second transfer of policy. That date is in Cossar's writing. I cannot explain the difference in dates (27th October, 1903) in policy and the date of my letter (11th July, 1903) referring to the second assignment (No. 11 of Exhibit J). It may be that my letter should have been dated the 11th July, 1904. I have absolutely no doubt of the dates of the agreements being correct. What I have stated as to the fixing of the date is what Mr. Cossar told me Mr. Hill said to him on the subject.

I know Mr. Greenhead alleges the agreements to be forgeries. I do not recollect if each copy of each document was before the Supreme Court.

[Extract from Mr. Greenhead's statement to Premier (Exhibit B): "I positively swear that between the dates of October, 1903, and 6th June, 1905, different documents purporting to be the agreement between Hill and myself have been placed before me, the whole of which are incorrect, not the same as original, and absolute forgeries."]

MR. MAHONY continues,—

I know of no other agreements except these two, and the void assignment as between Hill and Greenhead.

I could not have shown Mr. Cotter any other agreement than one of those two produced. There never was any other document. These matters all went through my hands.

When the agreements were produced at Supreme Court Mr. Greenhead on being shown the signatures was asked if he would say they were forgeries, and after a little hesitancy he said, "Yes, they are forgeries. They are very like my signature, but are forgeries." This relates more particularly to the second trial, although both were defended.