

We exhibited more documents at second trial than at the first. I had all the documents in Court, but they were not all used. In the second case both agreements were produced because of the question of signature. The deed of lease No. 8937 was not produced at the Supreme Court. The deed there produced was produced because of the assignment annexed to it. Mr. Greenhead's statement that the copy of the lease produced in the Supreme Court was a forged copy is absolutely false. Mr. Greenhead's statement that he paid me £1 ls. to deposit the original deed in the Deeds Office, that an original deed was not deposited, and that another deed was afterwards substituted for that so deposited, and that later on a third deed was substituted is absolute nonsense.

To Mr. Greenhead: The £17 16s. 6s. account are the costs referred to in Mr. Hill's letter to you of the 17th February, 1898 (Exhibit N). The detective's copy of the £17 16s. 6d. account is, I presume, a correct copy. I am not aware of any other bill between you and me. Apparently that account was paid on the 5th April, 1898. It does not appear to me strange that Mr. Hill should pay that account before the other work was done. I presume the £17 16s. 6d. is part of the amount referred to in the agreement. It is very likely that the costs had to be ascertained before the agreement could be prepared and the amount of £280 6s. mentioned therein. If you suggest that the agreement signed had a blank for the insertion of the amount of principal an interest due against the life policy, then I say that it untrue. When the agreement was signed the total was known.

With reference to the £3 11s. 4d. account, I cannot tell when it was paid. It was at some stage after we sued. I think there was a question of a guinea hung up. I think you paid about a shilling more than the exact difference. My books would show what was paid.

To Mr. Brabant: I do not think it is correct that Mr. Greenhead did not pay the £3 11s. 4d account—only the guinea fee for depositing the deed.

I produce Mr. Hill's old ledger, which shows entries in Mr. Hill's handwriting crediting payments made by Mr. Greenhead to William Arrowsmith. The ledger covers the year 1898, and shows at folios 490 and 690 the account of William Arrowsmith opened in Mr. Hill's handwriting, and the entries are posted by Mr. Hill, in which he credits to Mr. Arrowsmith rents received from Greenhead under the lease, and debits insurance premiums paid by him (Hill) under the agreement.

2.15 p.m.

I produce my day-book containing entries for July, 1905, which shows an entry of the 6th July, 1905, which shows that Greenhead, through Wynyard and Purchas, paid £2 10s. 4d. to me, which would represent the £3 11s. 4d. account, less £1 ls.

To Mr. Greenhead: Wynyard and Purchas's cheque had not been cashed at the time I made the payment to Arrowsmith's account. I received the money on the 6th July, and paid it away the same day.

(Extract from day-book, folio 353, 6th July, 1905: "887. P. and L. C. H. Greenhead, per Wynyard and Purchas. Costs of lease and stamp duty and stamps, £2 10s. 4d.")

I produce my diary for 1898. Under the date 4th April, 1898, there is the following entry: "C. H. Greenhead; W. J. Hill to you; lease. Ditto; you and W.J.H.; agree't." This entry is between other entries on same day, some being before and some after. No entry was made in February of such instructions.

I produce Instruction-book No. 2, in which there is the following entry under date 4th April, 1898:—

"Lease, W. J. Hill to Chas. Henry Greenhead. From , 1898, to , 1904. 5s. per week, quarterly. Covenant to insure in lessor's name for £ , and in case of fire lessor to rebuild. Absolute agreement to purchase for £ on or before expiration of term. Agreement, W. J. Hill and C. H. Greenhead."

I produce my "engrossment-book," in which, under date 7th April, 1898, the following entries appear:—

"7/4/98. Lease, W. J. Hill to C. H. Greenhead; C. A. Cawkwell in duplicate. Ditto. Agreement, ditto and ditto; E. Whalley in ditto."

The diary for 1898 shows that the 10th April was a Sunday.

Mr. Hill's private cheque paid the £131 9s. 11d. to the A.M.P. Society, but I do not know the date of payment, but it was prior to the 25th March, 1898.

The assignment referred to in my notice of the 23rd December, 1904, refers to the assignment of interest in the agreement.

The attestation was held by Mr. Justice Edwards to be irregular.

The document shown Greenhead by Mr. Cotter was one of those produced in the Supreme Court. Whatever Griffiths produced was borrowed from me, and was one of those produced in Supreme Court. There never was any other document, and Mr. Brookfield could have shown Greenhead no other, and the last two referred to by Greenhead were both produced at Supreme Court.

[The fifth paragraph of the detective's report, pp. 9, 10, and 11, read to Mr. Mahony.]

Mr. Mahony continues,—

The detective's account as to the four accounts is correct.

I showed all books and papers to Detective McIlveney, and what he says in his report is correct as to the accounts. I am not now going to produce my books to Mr. Greenhead.

EDMUND MAHONY.

Subsequently Mr. Mahony offers to produce to the Court whatever books or documents may assist.

EDMUND MAHONY.

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

HERBERT W. BRABANT,
Stipendiary Magistrate.