

on that occasion, and made a promise you did not keep. You had Mr. Cotter's advice, and he came and saw me. He sent you up to me, and you paid the £5 to me. I put before Mr. Cotter one copy or the other of the only agreement that ever existed between you and Mr. Hill that I ever heard of. It was our duty to get in the money, and it did not matter that the maturity was only four months off. The agreement was to bind you hand and foot to carry out a contract and to make it perfectly clear how Mr. Hill could lawfully secure your insurance-money minus certain payments.

EDMUND MAHONY.

Taken at Auckland, this 19th day of December, 1907,  
before me,—

HERBERT W. BRABANT,  
Stipendiary Magistrate.

Mr. GREENHEAD states,—

I contend still that the deed upon which His Honour Mr. Justice Edwards gave his judgment is not here. Is it not possible that Mr. Thomas's initials might have been copied the same as the signature?

It makes no difference to me what the object was in forging the documents.

It is now alleged the property belongs to the Arrowsmith Estate. That is the only object I can see. I doubt now if Mr. Buddle or Mr. Reed are aware of all the alterations in these documents.

I suggest that if everything was carried out the proceeds would have gone into the hands of Mr. Griffiths, Mr. Mahony, and Mr. Cossar.

I produce Mr. Griffiths's letters simply to show I called his attention to the blue stamps.

CHARLES HENRY GREENHEAD.

Taken at Auckland, this 19th day of December, 1907,  
before me,—

HERBERT W. BRABANT,  
Stipendiary Magistrate.

REES GORING THOMAS saith,—

*To Mr. Greenhead:* I am Registrar of the Supreme Court at Auckland. I have no copy of the documents on Mr. Mahony's file. The initials "R.G.T." on Mr. Mahony's file are mine. Both copies of agreement on that file were produced at the trial at the Supreme Court of the case *Griffiths v. Greenhead*. They were both initialled by me at each trial. The initials on the back of them in each case are my initials. The two agreements are those which were produced at each trial. The deed of lease on Mr. Mahony's file was also produced at both trials, and bears my initials and the dates of production.

The copy of the agreement marked by me at second trial "G" I am positive was produced at the second trial.

The copy marked by me at second trial "Exhibit H" was also produced at second trial.

I have never known of copies of deeds which are attached to a statement of claim showing exact alterations which were made in original deed.

I never noticed the stamps on the documents produced in Supreme Court. I do not know that I ever looked at the inside of the documents.

I am certain, notwithstanding what Mr. Greenhead says, that the deed of lease was before His Honour at both trials. It bears my initials and the date of production.

[NOTE.—Mr. Greenhead says with reference to deed of lease he was under the impression it had not been produced at the Supreme Court. "Having heard Mr. Thomas I am still doubtful about it." "With regard to the two memoranda of agreements I still say they are both forgeries."]

Mr. Thomas continues,—

I am acquainted with the late Mr. Walter James Hill's handwriting and signature. In my opinion the signatures to both agreements are his, and I am also of opinion that the alteration from "tenth" April to "eleventh" April is in Mr. Hill's handwriting.

I am not able to say anything about Mr. Greenhead's signature.

R. G. THOMAS.

Taken at Auckland, this 19th day of December, 1907,  
before me,—

HERBERT W. BRABANT,  
Stipendiary Magistrate.

CHARLES FREDERICK GRIFFITHS saith,—

I am a solicitor, practising in Auckland for twenty-six years past. I was plaintiff in the case of *Griffiths v. Greenhead* as trustee for William Arrowsmith.

*To Mr. Greenhead:* I recognise the agreement in duplicate attached to Mr. Mahony's file. They were a short time in my possession on the death of Mr. Hill. I showed them to you in my office. You challenged them then. These are the same documents I showed you, and there are no other documents. I have not the slightest hesitation in saying that the signature "Walter James Hill" to the agreements and to the deed of lease are the signatures of Mr. Walter James Hill, and as to Mr. Greenhead's signature I have not the slightest doubt in the world that it is his. I have seen the deed of lease marked "A" often. It is a duplicate of that attached to Mr. Mahony's file. My statement as to the signatures to the agreement applies also to that deed. I saw both documents before the action was commenced. The deed was deposited on a requisition by somebody after the action.