

recollect. I know that at the time you contended there was some misunderstanding, or, as you thought, a fraud. You seemed to contend you arrangement was with Walter Hill and not with Arrowsmith. I pointed out it did not matter a scrap to you, so long as you got a good title. I was satisfied about the deeds that there was a lease to you, and that you gave security over your life policy. I said you must be mistaken, as to its not being the original deed. I think you said the agreement had been changed too. You admitted that the terms were the same, but the document was different—that was why I told you it did not matter to you. You spoke very strongly about the date. I think you went so far as to say the witnesses who attested the deed were not present when you signed one of the documents—it may be the assignment of policy.

Speaking from recollection, I should say I did not have any statements after the first rough statement I speak of.

All I remember seeing at Mr. Mahony's office was a lease with Mr. Greenhead's signature on it. It might have been the Exhibit A or the duplicate now on Mr. Mahony's file.

I would not have troubled about the alterations, because you told me the terms were all right. I could not tell which of the documents I saw and which I did not. I saw a lease and an agreement as to your policy. You wrote and told me you were perfectly satisfied with all that was done, but could not afford to employ any one, but when you had to raise cash for purchase-money you would come in and see me again.

To Mr. Brabant: I notice the alteration of date in the lease. I do not see how it could affect Mr. Greenhead. He got the land at the price and got credit for a portion of his purchase-money. If the date had been April and altered to May it might have been a fraud on the Stamp Office, but would not affect Mr. Greenhead. The signature "Walter James Hill" to the deed A is that of Walter James Hill, and the initials to the alteration of date are his. I cannot speak as to Mr. Greenhead's signature. In the agreement the alteration, tenth to eleventh, is, I think, in Mr. Hill's handwriting. The signature "Walter James Hill" is his. I could never see what was to be gained by substituting one document for another. It is evident that when the agreement was prepared a space was left for the amount of money to be filled in—just exactly as Mr. Greenhead alleges.

Supposing all Mr. Greenhead says is correct as to the alteration or as to substituting one document for another, it could not possibly have hurt Mr. Greenhead. I have always understood that he never disputed the terms, but disputed that the documents were those he actually signed.

The agreement is dated back not forward, which would tell against Mr. Mahony in the Stamp Office, but could not hurt Mr. Greenhead.

The "eleventh" day of April in the agreement is in Mr. Hill's handwriting. There could not have been a blue stamp as stated by Mr. Greenhead. The Stamp Office do not issue a blue half-crown stamp, as well as a buff half-crown stamp. Both leases bear the same Stamp Office number. The Deeds Office will not allow you to mark a document once lodged there. They will not allow you to use pen and ink.

FREDERICK W. BROOKFIELD.

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

HERBERT W. BRABANT,
Stipendiary Magistrate.

MONTAGUE HARRISON WYNYARD saith,—

I am a solicitor practising at Auckland.

The first I knew of this matter was that a Mr. Mellsop, a client, called and instructed me he had purchased a portion of this particular property from Mr. Greenhead, and Mr. Greenhead subsequently instructed me to arrange a small loan on the balance to give him sufficient purchase-money to complete the purchase from Mr. Griffiths of the whole property. When everything was ready Mr. Greenhead arranged to go with me to Mr. Mahony's office, as he said he wished to see some of the deeds. I had heard something of a difficulty between Mr. Mahony and himself, and I distinctly said I did not intend to be drawn into it. We attended Mr. Mahony's office, and the question of the amount payable was discussed. After some discussion between Mr. Mahony and Mr. Greenhead relative mainly to a charge of £2 2s. for a lease and a demand by Mr. Greenhead for the documents, Mr. Mahony at length agreed on payment of one guinea to deposit one of the leases in the Deeds Office. We then completed, I paying Mr. Mahony the cheque after deducting one guinea, and uplifted the title deeds from him. The Exhibit A produced appears to be the lease. It was in July, 1905, that I settled. The 5th July, 1903, was the date of conveyance Griffiths to Greenhead, and the settlement was, I think, on the 5th too.

I expressly told you I was not acting in any dispute between Mr. Mahony and yourself.

I deny there was any special instruction that the copy lease initialled by the Registrar should be deposited. I asked at the office if a lease had been deposited, and found it had. That was shortly afterwards.

In reply to a postcard I received from Mr. Greenhead I wrote to him (Exhibit P).

[Mr. Greenhead produces copy of his letter and Mr. Wynyard's reply.]

I do not think it makes any difference to Mr. Greenhead which copy was deposited. They are practically duplicates.

M. H. WYNYARD.

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

HERBERT W. BRABANT,
Stipendiary Magistrate.

5 p.m.: Proceedings adjourned until 20th instant, at 9 a.m.

HERBERT W. BRABANT, Stipendiary Magistrate.