

of issue—viz., 6th October, 1903—and the date of hearing as the 22nd October, 1903. I also produce the block of my receipt-book for the same month, and I explain that my entry in the bill of costs (Exhibit J) shows the date to which any attendances on him were made in respect to the summons.

To Mr. Greenhead: Possibly I wrote to you on the 7th February, 1903 (see letter, Exhibit No. 5, marked by the Registrar of the Supreme Court). The policy was assigned before I sent you a notice under "The Property Law Consolidation Act, 1893." I think the notice of assignment was the 11th July of same year.

I will declare that Mr. Cotter saw the agreement.

Of course, the life policy has been legally assigned to Mr. Griffiths, and His Honour Judge Edwards held so.

Before I issued the first writ I put before Mrs. Hill all the documents produced, except one which was in Wellington, and she confirmed her signature.

It is not true that Mrs. Hill was *not* in my office before the first trial to admit her signature.

[NOTE.—Mr. Greenhead says he is prepared to admit the agreement produced was prepared on the 4th April, 1898.]

Mr. Mahony continues,—

The policy was assigned before anything else was done. The date of the assignment is in Mr. Hill's handwriting. The assignment was *not* on the 21st February. A policy to mature on the 13th February, 1904 (I think was the date), was assigned. The words "15 March, 1898," are in Mr. Hill's handwriting.

As I have already said, the assignment in Mr. Hill's handwriting (Exhibit N), which assignment was dated the 21st February, 1898, was drawn out by Mr. Hill in accordance with an old practice, which was altered by the law requiring an indorsement-note on the policy in place of the separate form drawn by Mr. Hill (see "The Life Assurance Policies Act 1884 Amendment Act, 1885").

EDMUND MAHONY.

Taken at Auckland, this 17th day of January, 1908,
before me,—

HERBERT W. BRABANT,
Stipendiary Magistrate.

CHARLES HENRY GREENHEAD states as follows:—

With regard to first assignment drawn by Mr. Hill (5 of N), that was informal. The policy was at that time in the hands of the A.M.P. Society, which had a mortgage over it. The policy was lent to Mr. Hill by the manager. Mr. Hill brought it to Mauku together with the agreement and the deeds of lease. They were all signed then in the presence of Mr. Nicholls. That was on or about the 28th February. Mr. Hill at that time was taken bad with influenza, confined to his room. He did not return until a week or two afterwards, when the policy was transferred in the books of the society on the 15th March. On the 21st March all moneys due on the policy were paid by Mr. Hill, and on the 25th March the policy was registered and became the property of Mr. Hill. I wish also to say that only on two occasions did I ever see Mr. Hill or was in his presence. One was about the 3rd or 4th January, 1898, and the other about the 28th February, 1898, and I never saw him to my knowledge afterwards, and would not have known him had I met him. I deny that Mr. Griffiths can show one particle of proof that he had any right or authority to obtain the deeds of lease, policy, or agreement. [Mr. Greenhead reads from statement, "The document has indorsement of the Registrar of the Supreme Court."] I deny the judgment was obtained upon either of the deeds now produced. I deny that Exhibit G produced in evidence in December, 1904. I deny that Exhibit B with assignment attached was produced in evidence in June, 1905. I mean the document on Mr. Mahony's file indorsed by the Registrar of the Supreme Court, "Exhibit B, Griffiths v. Greenhead.—R.G.T., Registrar, 12/12/04." I say it was not produced in June, 1905, notwithstanding the Registrar's indorsement. I suggest the indorsement is put there by some one else. I also deny that the deed No. 8937 was produced or lodged in the Deeds Office prior to the 23rd September, 1907. I deny that the deed No. 8937 was stamped with a date-stamp at the same time as the other deed produced on Mr. Mahony's file—viz., the 14th June, 1898. I deny that the signature and initials on Exhibit B, Griffiths v. Greenhead, R.G.T. Regr., 12/12/04; and Exhibit H, Griffiths v. Greenhead, R.G.T. Regr., 5/6/05; and Exhibits B and G, marked by Registrar (on Mr. Mahony's file), are my signature and initials. I also say that at each trial only one agreement was produced. I produce my notebook with a copy of extracts taken from the receipt given for exhibits after the action on the 6th November, 1906. [Exhibit T returned to Mr. Greenhead.] I wish to refer to Exhibit F (letter to Judge Edwards) and to point out that I therein alleged the same agreement was not produced at each trial. I further declare that the origin of this case has been the falsifying of the dates and deeds to evade the fine, and that nearly all other issues have arisen through that evasion. I wish to put in copies of the correspondence between myself and Mr. Mahony and Mr. Griffiths (Exhibit U). I produce copy of various letters I wrote to Mr. Bamford, Registrar of Deeds (Exhibit B). I also produce letter Arrowsmith to Greenhead, 25th June, 1897 (Exhibit W), marked by the Registrar of the Supreme Court "Ex. No. 4; Griffiths v. Greenhead, R.G.T., Regr.; 5/6/05." I also produce letter signed "William Nicholls" (initialled on back by Detective McIlveney) (Exhibit X).

C. H. GREENHEAD.

I wish to correct a statement I made at last hearing. In connection with my coming to Deeds Office and inspecting the deed I suggested at last hearing that a leaf had been taken out of the book, as my name did not appear there. Although I did come to the Deeds Office at that time it