

*Statements made by Mr. Greenhead during the Examination of Mr. Mahony.*

Mr. Greenhead says,—

I say it has been shown that Hill never did assign, and that is shown by the policy itself. Hill did not assign, but his executors assigned, and I say that assignment was illegally obtained. The law provides that an assignment must be indorsed on the policy itself.

In saying in my letter to the Premier that Hill never assigned I meant that the assignment was by his executors. In saying also in that letter that the assignment was false and illegally obtained because it was false in attestation, but they got the money under the policy, and therefore it was illegally obtained.

The first document was placed before me by Mr. Cottér in October [1903]—it had the £131 in one space; the second document was brought to me by Mr. Griffiths in January; the third document was placed before me by Mr. Brookfield; the fourth was the one produced at the first trial; and the fifth the one produced now—marked by the Registrar of the Supreme Court (Exhibits H and B).

C. H. GREENHEAD.

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

HERBERT W. BRABANT,  
Stipendiary Magistrate.

Mr. GREENHEAD states,—

I have brought forward all the evidence I wish to bring.

Mr. Greenhead's petition read.

Paragraph 5 of petition: The deed deposited was the true deed; the deed produced in the Supreme Court was a false deed. I wanted that false deed deposited so that I could make sure of getting at it.

Paragraph 7 of petition: The reference to having newly discovered that stamp duty was not paid means that I discovered that stamp duty was not paid until after I had paid the first quarter's rent.

Notwithstanding Mr. Thomas's evidence, I still say neither of the documents on Mr. Mahony's file were before His Honour.

I now say that the deed of lease 8937 and the one on Mr. Mahony's file are the two original documents. The deed No. 8937, I say, has been stamped recently, and I refer to the date-stamp to corroborate me. The date-stamp is a different date-stamp to that on the other deed. I point out that there is no sign of a flaw on that impression such as there is on No. 8937.

First quarter's rent paid on the 28th May, 1898. (For receipt see Exhibit H.) I posted the rent from Waiuku.

The rent was due on the 28th May, 1898. The receipt is dated the 16th June, and the date-stamp on the deed 8937 bears date the 14th June, 1898. The deed not having been stamped until after the rent was paid provides a motive for the alteration of the date in the deed.

Paragraph 12 read: The "heavy loss" therein referred to is the cost of the proceedings, which forced me to sell part of my farm to pay them.

Having heard my petition read I do not wish to call further evidence.

[Concluding summary of Mr. Greenhead in his letter to the Hon. the Premier read to Mr. Greenhead.]

The deeds produced did deceive His Honour. If the true deeds had been produced there would never have been any action in the Court. I think that in my statement of defence I said I was prepared to keep my agreement.

The "heavy loss" I refer to is having to sell part of my farm at a great sacrifice to pay costs.

I wish to draw your attention to my letter to Mr. Mahony of the 6th March, 1904 (Exhibit U), in which I stated I was prepared to keep my agreement.

The only thing now remaining is the account Mr. Mahony has promised he will try to produce.

C. H. GREENHEAD.

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

HERBERT W. BRABANT,  
Stipendiary Magistrate.

Inquiry adjourned to the 23rd January, 1908, at 2.15 p.m., for production of accounts by Mr. Mahony.

HERBERT W. BRABANT,  
Stipendiary Magistrate.

THURSDAY, 23RD JANUARY, 1908.

CHARLES HENRY GREENHEAD states,—

Mr. Mahony's evidence is the last I want taken. Mr. Massey is not attending.

I say that the deed attached to Mr. Mahony's file is not the one produced in the Supreme Court, although it is an exact duplicate of the one deposited in the Deeds Office under No. 8937. I took no exception to it in the Supreme Court because I did not see it—that is, I did not see the alterations. I saw the document put before me, but it had no alterations, neither had the copy attached to the statement of claim. I did not say before that I had taken exception to it in the Supreme Court. I do not know what was in the deed I saw at the Supreme Court. I went on the