

by Mr. Hill's direction by the clerk, who then suggested that it would be more correct to insert the true date. This was done by Mr. Hill's instructions, and at the clerk's request Mr. Hill initialled the alteration, and such alteration led to an increase of the duty of 8d. on each stamp. The aggregate of the stamp duty on each lease was 6s. 4d. each. The impressed stamps on these deeds were impressed at the Stamp Office, and there have never been any other stamps on them. We do not register one lease out of five hundred—especially under the old Act.

Mr. Justice Edwards's judgment in the first case is not reported.

I have no doubt that the copy of Mr. Justice Edwards's judgment produced by Mr. Greenhead is a correct one [Copy produced, marked "G"]. I wish to explain that the documents as to which Mrs. Hill acknowledged her signature to me at my office before the first action did not include the assignment of the policy, which had gone through the A.M.P. office some months previously, and I did not intend to convey to Mr. Justice Edwards the idea that she had confirmed her signature to the latter.

[Mr. Greenhead's letter to Minister of Justice dated the 26th November, 1906.—First two paragraphs referred to read by him.]

Mr. Greenhead states,—

The deed I refer to in above letter is the lease marked "A" obtained from Deeds Office. The tampering I refer to is the alteration of the date. I contend the original date of it was 16th May; that no fine was paid on it until subsequent to the trials. Certainly the dating-back increased the stamp duty. If the deed had been dated when it ought to be (on or about the 28th February) the stamp duty would have been more than was paid.

I paid rent on the 28th May because the first quarter's rent was due then.

[Mr. Greenhead produces letter from Mr. Hill, his reply, and second letter from Mr. Hill, together with account from Mr. Hill (Exhibit H). Mr. Greenhead also produces copies of two letters sent by him to Mr. Griffiths (Exhibit I).]

CHARLES HENRY GREENHEAD.

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

HERBERT W. BRABANT,
Stipendiary Magistrate.

Mr. MAHONY continues,—

I never produced any deeds before His Honour Mr. Justice Edwards other than those attached to the file I have produced here. There was no document bearing a blue stamp. I have heard Mr. Greenhead's statement as to blue stamps. No stamps were used other than those now on the documents, the adhesive stamps having been supplied by me to Mr. Hill to take with him to Waiuku. The deeds were stamped with stamps supplied in the Stamp Office, and they have never been touched in any shape or form. The only additional stamp being that denoting registration.

To Mr. Greenhead:—It is a fact that a lad is now undergoing imprisonment for forging my signature. It is also a fact that immediately the cheque was shown me I said it was not my signature.

I do not know your history. My journal shows I had instructions to prepare a lease and agreement, and they were prepared. I did not part with any document until I had my costs paid. I would not have trusted you. I would swear that the lease and agreement were not prepared by me in February. They were drafted by me on or after the 4th April. The first thing I did when I get instructions is to enter the matter in my instruction-book. All instructions at that time to prepare documents were entered in my instruction-book. I kept the book up for years. I should have two books showing instructions with reference to proceedings in the Magistrate's Court. I remember the bill of costs now produced by Mr. Greenhead (Exhibit J). I do not say I have taken the item "Issuing a summons" from a diary entry.

I signed the letter produced (Exhibit K), dated the 29th November, 1897, by Mr. Hill's express instructions.

I signed the letter produced (Exhibit L), dated the 9th December, 1897, by Mr. Hill's express instructions. That letter was followed by a writ, produced, marked M (Exhibit M). The conveyance to Hill was not an absolute conveyance, as trust was disclosed. The writ would come on about the 23rd February, 1898. The result of the negotiations between Mr. Hill and Mr. Greenhead (with Mr. Arrowsmith's co-operation) was to give Mr. Greenhead an opportunity to buy back the land at a future date, and, having ascertained that you had this endowment policy maturing in February, 1904, we knew you could be bound down on a purchasing clause, as a large portion of the purchase-money could be secured by an absolute assignment of the life policy.

[Mr. Greenhead produces letter from Mr. W. J. Hill (Exhibit N) dated the 17th February, 1898, also copy of assignment of life policy, also letters from A.M.P. Society.]

Mr. Hill instructed me to charge you the costs, and I sent you a bill, and you took exception to an item. It is impossible for me to say on what date Mr. Hill may have paid me £17 16s. 6d. I heard Mr. Nicholls say all the signatures were signed on one day. He is wrong in so stating, and did not say so in the Supreme Court. If you state that no documents were stamped at time of signing it would not be true. I can say why the deed was not deposited. It was because there was no certainty that the covenant would be performed; ordinarily it would not be deposited at all. It was only deposited because of a special arrangement with your solicitor. There is no difference between the documents, and there was no reason for depositing one in preference to the other. I did not press you when you were in arrear because I did not want to do so. I acted on the express instructions of Mr. Griffiths in suing you in the Magistrate's Court. I think you paid £5 to me