

Detective McIlveney has, as I have said, divided the charges into seven arbitrary headings. I think it will be more convenient if I deal with the allegations in Mr. Greenhead's petition to Parliament, alluding as I go on, or at the end, to allegations made by him which are not included in the petition.

1. The first paragraph of the petition alleges "that in the case of Griffiths v. Greenhead, tried at the Supreme Court, Auckland, on June 6, 1905 (second trial) the petitioner has suffered a great wrong through plaintiff and his solicitor causing a document purporting to be a deed of lease between W. J. Hill and C. H. Greenhead to be produced; the said document being an imitated and falsified copy of the original deed, so deceiving the Judge," &c.

Mr. Greenhead's assertion is that at the trial a deed was produced by Mr. Mahony, who appeared for the plaintiff, which was a forged one. He says that the whole of the three signatures—of Walter James Hill, of himself Charles Henry Greenhead, and of the witness William Nicholls—are forgeries. He says, "I don't say who forged them, but I consider Mr. Mahony responsible. He uttered them, and he must know that they are forgeries (evidence, folio 2).

He also states that the deed D produced by Mr. Mahony (Exhibit D (blue)) is not the deed which was before the Supreme Court. He says that the deed produced was stamped with blue stamps of an issue twenty-four years previous, which he says he believes were removed from an old document of June, 1878, and that the signatures were forgeries. Those are his principal statements with regard to that deed. As that alleged deed cannot be produced it is impossible to say that it is or is not forged, but there is ample evidence that the deed actually produced in Court was not a forged one.

There can be no doubt whatever that the deed produced in Court was the deed marked "D" (exhibit D (blue)). It will be seen on comparison that the deed (produced to me by Mr. Mahony), and another which was produced from the office of the Registrar of Deeds, and marked "A," are duplicates—and exact copy one of the other, except in respect to the words "Native reserve," which are on the plan of D, but which do not appear on the plan of A (Exhibit A (blue)). Mr. Mahony gave me the history of these deeds, from his instructions to prepare them on the 4th April, 1898, to their being brought into Court. He states that he had them both in Court, but that only one—viz., D—was produced by him; that there were never any other deeds of lease between Hill and Greenhead.

The witness Nicholls proved in Court the attestation of D, and before me he proved the attestation of both A and D.

The deed D was marked by the Registrar, Mr. R. G. Thomas, in Court at both trials—that on the 12th December, 1904, and the 5th June, 1905. The Registrar appeared before me, and identified the deed.

Mr. Greenhead produced, amongst his other papers, the two copies of the deed which were given him by the plaintiff before the respective actions of 1904 and 1905. They are exact copies of the deed proved to have been produced in Court. Mr. Greenhead, however, argues that they are not true copies, because in deeds A and D the date appears thus—

"(W.J.H.) eleventh April (W.J.H.)  
sixteenth day of May,"

and in the copies given to him (see Exhibit S, copies marked there "A" and "B") the date is simply given as *11th April*; and, further, while he admits that A is an original deed he says it is "falsified" in respect to the date.

I told Mr. Greenhead that it is not usual, in copying a deed, to copy the alterations made, but only to show the ultimate result after such alterations; but he still adhered to his own opinion that the deed A must have been falsified after the trial, because the alteration from the 16th May to 11th April did not appear in the copy. I shall have later on to refer to the dates of the deeds A and D and of the agreements of even date.

In respect of these deeds, in my opinion it is conclusively proved that deed D was the one produced before the Judge at the trial of the action, and that it is a genuine document, and therefore His Honour was not deceived by a "falsified duplicate copy." To my mind it is impossible to believe that the copy of the deed with the blue stamps on ever existed. What could have been the object of such a forgery? Mr. Greenhead admits that A is a genuine document, and it is evident that D is an exact copy.

2. It is asserted in this paragraph "that at the same trial another document was produced by plaintiff purporting to be an agreement between the said W. J. Hill and C. H. Greenhead, dealing with a policy on the life of petitioner. This document was declared upon oath before His Honour to be a forgery—both signature and initial upon stamp—which your petitioner is in a position now to prove beyond any doubt."

Mr. Greenhead, there is no doubt, did declare at the trial that these documents were forgeries. Further than that, he wrote to the Judge after the trial reiterating the assertion and asking for an inquiry, although he said in his letter that he was perfectly satisfied with His Honour's decision with regard to the land. His Honour replied to him, saying that he had no doubt as to the genuineness of the documents referred to. I have already given an extract from this letter at page 3 of this report.

This agreement, stated to have been forged, was also in duplicate, and the two copies were produced to me by Mr. Mahony, and are marked "E1" and "E2" (Exhibits E1 and E2 (blue)). Mr. Greenhead said that only one was produced in Court at each trial. He is clearly wrong, as is shown by the copy of Judge's notes sent to the Hon. the Minister of Justice. They are exact copies the one of the other, except that in copy E1 the date has been altered in the body and also on the stamp from 10th to 11th April, while in copy E2 the date is inserted without alteration, as 11th April. The copy given to Mr. Greenhead before the trial in 1905 is also amongst his papers, and the date in that copy is 11th April.