

1908.
NEW ZEALAND.

CHARLES HENRY GREENHEAD

(REPORT OF INQUIRY HELD BY H. W. BRABANT, ESQ., INTO CERTAIN COMPLAINTS
AND ALLEGATIONS MADE BY).

Presented to both Houses of the General Assembly by Command of His Excellency.

REPORT.

SIR,—

Auckland, 31st January, 1908.

In accordance with the instructions contained in your letter dated the 9th December, 1907, I have made the fullest possible inquiry into the allegations made by Mr. C. H. Greenhead, of Waiuku, contained in the papers transmitted to me, and particularly in his petition to Parliament dated the 13th August, 1906, and I have the honour to submit the following report:—

I took statements from Mr. Greenhead at considerable length, and heard the statements of the following witnesses: Mr. Nicholls, farmer, of Mauku; Mrs. Hill, widow of the late W. J. Hill; Mr. E. Mahony, solicitor, of Auckland; Mr. R. G. Thomas, Registrar of Supreme Court, of Auckland; Mr. C. F. Griffiths, solicitor, of Auckland; Mr. F. W. Brookfield, solicitor, of Auckland; Mr. M. H. Wynyard, solicitor, of Auckland; Mr. L. H. Holloway, Deputy Registrar of Deeds at Auckland; Mr. W. G. Fletcher, Stamp Clerk at Auckland; Chief Detective W. B. McIlveney, of Wellington; Mr. R. H. Bourke, Clerk in Deeds Office, Auckland; and Mr. W. D. Cossar, managing clerk for Mr. Mahony, of Auckland. These witnesses were nearly all of them called at Mr. Greenhead's request. He also proposed to call the manager of the Australian Mutual Provident Society, but only to produce a policy which was sent to me by the agent here to save trouble. He also applied to have Mr. Massey, M.H.R., examined, but subsequently withdrew that application.

Some delay was caused by difficulties in obtaining attendance of witnesses, and particularly the inquiry had to be adjourned over the Christmas holidays, owing to the serious illness of Chief Detective McIlveney.

Some of the evidence taken is no doubt irrelevant, and Mr. Greenhead's own statements are fragmentary and confused, and given as the circumstances referred to occurred to his mind; but he was conducting his own case, and I considered that it would doubtless be the wish of the Government that he should be given the fullest opportunity of conducting his case in his own way.

Amongst the papers referred to me was a report by Chief Detective McIlveney, and in consequence of a remark from Mr. Greenhead at the commencement I agreed not to read that report until after I had heard Mr. Greenhead's case, and did not do so until the report had been referred to during his examination of the detective.

I obtained a large number of letters and other documents from Mr. Greenhead, Mr. Mahony, solicitor, and others, relating to these complaints. They have been put together and indexed, and I shall have occasion to refer to some of them in the course of this report. (Lettered "A" to "Z," and "A1" to "A5.")

It seems convenient that I should first refer to the circumstances leading up to, surrounding, and following the litigation between Mr. Greenhead and Messrs. Hill and Arrowsmith. They are as follows: In the year 1897 Mr. Charles Henry Greenhead was a farmer farming his own land at Waiuku (Lot No. 42, Waiuku East; about 44 acres). The land was then mortgaged to a neighbour, the late Mr. William Arrowsmith, of Waiuku. The sum lent on it was £232, at 5 per cent. At the end of February, 1897, the interest under the mortgage had fallen in arrear, and Mr. Arrowsmith was dissatisfied with this state of affairs; but he was unwilling himself to take legal proceedings against his neighbour.

Mr. Griffiths and the firm of Hill and Mahony had both acted from time to time as Mr. Arrowsmith's solicitors. The latter asked Mr. Griffiths to accept a transfer of the mortgage to himself, and enforce the payment of interest or foreclose, but Mr. Griffiths declined. Subsequently Mr. Walter J. Hill, who about that time retired from the firm of Hill and Mahony, but still attended their office, and influenced what business he could to the remaining partner, agreed to take

a transfer of the mortgage and himself enforce its provisions. The mortgage was transferred for the nominal consideration of 5s. on the 14th July, 1897, the understanding being that Mr. Hill was to enforce the mortgage, and to account to Mr. Arrowsmith for moneys received, and Mr. Hill accordingly credited Mr. Arrowsmith, as he received them, with all funds received on account of the debt.

Mr. Greenhead was informed by Mr. Arrowsmith of the transfer, but not of its nominal character. Mr. Greenhead did not pay the amount due for interest on demand, and on the 15th November, 1897, Mr. Hill caused the land to be sold by auction, by order of the Registrar of the Supreme Court, in accordance with the provisions of "The Property Law Consolidation Act, 1883." At the sale Mr. Hill was the highest bidder, at the sum of £210. The Registrar conveyed the property to Mr. Hill, the conveyance being dated the 9th December, 1897. After the sale Mr. E. Mahony, as solicitor for Mr. Hill, demanded possession of the property, and threatened Mr. Greenhead with legal proceedings in default.

In reply to a letter of Mr. Greenhead to Mr. Mahony, the latter demanded possession by the 15th December, 1897, and pointed out the fact that Mr. Hill was now the actual owner of the land.

Mr. Greenhead not having complied with this demand, he was on the 23rd December served with a writ from the Supreme Court demanding possession. He then took the advice of a solicitor, and acting on that advice he called on Mr. Hill, and the result was that the latter agreed to lease the land again to Greenhead, with a purchasing clause, upon certain terms, the principal ones being that before such lease Mr. Greenhead should assign an endowment policy on his life to Hill, and should reimburse Mr. Hill the amount of the principal, interest, and costs he had been put to. Mr. Greenhead states that he agreed to the terms, and admits that he signed agreements embodying those terms. He also assigned the policy, but, for reasons which he gives, and which will subsequently appear in this report, he raised a fresh dispute, and tried to evade payment of the principal, interest, and costs mentioned in those terms. Mr. Hill's letter embodying the terms agreed to by Mr. Greenhead is as follows:—

" 38 Shortland Street, Auckland, 17th February, 1898.

" Mr. Charles Henry Greenhead, Waiuku.

" DEAR SIR,—

" I enclose assignment of policy of insurance on your life. Please sign same before a Justice of the Peace or a Postmaster and return to me at once. I will then see that the mortgage and interest, also premiums, are paid, and upon this being done will grant you a lease at 5s. a week, payable monthly, of the premises occupied by you, for the term of that the policy has to run, with a purchasing clause at a price, being the amount of principal, interest, and costs that you have put me to; also entering into an agreement that the amount receivable from the A.M.P. Society, when paid, less amount paid on policy and premiums as above, and interest on same at 5 per cent. shall be credited you on account of purchase-money of property.

" You will have to pay Mr. Mahony for drawing out lease and agreement.

" This is without prejudice to the existing action.

" Yours obediently,

" WALTER JAMES HILL."

Mr. Greenhead having agreed to the terms, as he says, signed the assignment of policy and returned it to Mr. Hill. The policy had been mortgaged to the A.M.P. Society, and was then in their hands. On examination by Mr. Mahony of the assignment it appeared to him that, owing to an alteration of the law, the assignment must be indorsed on the policy, and therefore another assignment was subsequently signed by Mr. Greenhead. The second assignment is dated the 15th March, 1898. On the 21st March, 1898, Mr. Hill paid to the A.M.P. Society £131 9s. 11d., being the amount of mortgage, interest, and premiums due to them. The agreement and lease prepared by Mr. Mahony, and produced by him, are dated the 11th April, but Mr. Greenhead asserts that the agreements and lease produced in the Supreme Court in subsequent actions were not those signed by him, nor were they signed at the date which appears on them.

These are Mr. Greenhead's principal complaints under inquiry, and will be alluded to at length later on.

On these documents being signed, the action *Hill v. Greenhead* for possession was allowed to drop, and Mr. Greenhead remained in possession under the lease at a rent of £3 5s., payable quarterly, on the 28th days of February, May, August, and November.

Greenhead after this paid certain rents to Mr. Hill, but again fell into arrears. The last sum paid to Mr. Hill personally was the sum of £3 5s. on the 7th November, 1900, which settled the rent to the 28th November, 1899.

Mr. Arrowsmith died in July, 1900, and his executors were Messrs. Griffiths and Hill. Mr. Greenhead made two payments of rent (£3 5s. each) to the executors, the last of which was on the 6th September, 1901, which settled the rent up to the 28th May, 1900, the rent being more than a year overdue. Mr. Greenhead then discontinued paying rent because, as he says, the last receipts had been signed by Arrowsmith's executors, which raised suspicion and required explanation; but he appears to have made no inquiries, and, in fact, no communication took place between him and Mr. Hill up to the date of the latter's death in January, 1902. Mrs. Hill (his widow) and Mr. Cossar (managing clerk in Mr. Mahony's office) were appointed executors, but they have since handed the estate over to the Public Trustee.

On the 6th February, 1903, the executors of W. J. Hill by deed assigned to C. F. Griffiths, the surviving executor of the estate of William Arrowsmith, all their interest in Allotment 42, Waiuku East, which was then still under lease to Mr. Greenhead. It appears that Mrs. Hill had some doubts as to whether that interest was really Arrowsmith's, but, having consulted her then solicitor, Mr. Thomas Buddle, she concurred in the transaction. Due notice was given to Mr. Greenhead of the assignment, and Mr. Mahony, as solicitor for Mr. Griffiths, made a demand on Mr. Greenhead

for rent then due. After some further correspondence, on the 6th October, 1903, Mr. C. F. Griffiths, as surviving executor of William Arrowsmith's estate, sued Mr. Greenhead in the Magistrate's Court, Auckland, for rent for the property from the 28th May, 1900, to the 28th August, 1903, £42 5s., and for insurance premiums paid during the years 1899 to 1903, £3 11s.: total, £45 16s.

Mr. Greenhead came to Auckland on the 20th October, two days before the day fixed for the hearing of the action, and consulted Mr. Thomas Cotter, solicitor.

Mr. Greenhead did not wish to dispute that the amount was due, but he sought advice as to what power Mr. Griffiths had to sue. Mr. Cotter, after looking into the matter, and seeing the agreement with Mr. Hill, advised Mr. Greenhead to confess judgment, and pay part of the claim on account, which was done.

On the 29th February, 1904, Mr. Greenhead's lease expired. Shortly before he cautioned Mr. Griffiths not to draw from the A.M.P. Society the amount due to him as executor of Arrowsmith under the agreement with Hill, and he also requested the society not to pay the money to Mr. Griffiths. The society replied that they would pay the money into the Supreme Court, and they issued an originating summons in that Court. Mr. Greenhead on receiving it went to Auckland, and consulted Mr. Brookfield, solicitor, and on his advice (given after looking into the case and examining documents) Mr. Greenhead withdrew his claim, and Mr. Griffiths drew the amount out of Court. Some attempt was made by Mr. Brookfield to settle with Mr. Mahony the amount which was due to Mr. Griffiths on the policy, but apparently Mr. Greenhead withdrew the business from Mr. Brookfield's hands before it was settled, and, after some further correspondence, Mr. Greenhead, being still in possession of the land, was served by Mr. Mahony, acting for Mr. Griffiths, with a Supreme Court writ, claiming possession of the land, or, in the alternative, damages.

The hearing took place on the 12th December, 1904, and the plaintiff was nonsuited on a technical point in connection with the attestation of the signatures to the documents produced by the plaintiff.

In May, 1905, a second writ was served. The hearing took place on the 5th June, 1905, before Mr. Justice Edwards. Mr. Greenhead conducted his own case, and, notwithstanding his statement that the agreements produced were "forgeries," judgment was given for the plaintiff, affirming that Arrowsmith was the real owner of the mortgage over Greenhead's land. After that Mr. Greenhead settled with Mr. Griffiths, in terms of the judgment of the Court. (See letter of Wynyard and Purchas—Exhibit P.)

Mr. Greenhead's next step was, on the 29th July, 1905, to write to Mr. Justice Edwards (Exhibit F), informing him that he had obeyed the judgment, and that he was perfectly satisfied with His Honour's decision with regard to the land—that it really belonged to Arrowsmith. He reiterates his statement made at the trial that the agreement then produced was not the original—that the signatures and initials were not his, and that they were forgeries. He goes on to ask His Honour to cause an inquiry to be made, when it could be shown that the agreement produced was not the original. He said he wished an opportunity to show that he had not sworn falsely, but did not then complain of any loss.

A reply signed by the secretary to Mr. Justice Edwards (Exhibit F) was sent to him, in which it is said, *inter alia*, that His Honour cannot correspond with any litigant about his grievances, real or imaginary, but that as he (Greenhead) appeared to be under a delusion as to what took place at the trial, His Honour informed him that, while he had no doubt at all as to the genuineness of the documents referred to, he was satisfied that he (Greenhead) conscientiously believed they were forgeries, and that he did not therefore impute perjury to him, nor did he understand any one else to do so.

On the 30th September, 1905, Mr. Greenhead (through Mr. Massey, M.H.R.) presented a petition to the Hon. the Minister of Justice, reiterating and amplifying his statements as to the alleged forgeries, and asking for an inquiry.

On the 10th October, 1905, a reply was sent to Mr. Massey that the Government had no power of interference (Exhibit F).

On the 6th November, 1905, Mr. Greenhead again wrote to Mr. Justice Edwards, informing him that the latter had been misled by a bogus deed—that Mr. Mahony, instead of depositing in the Deeds Office the deed produced at the trial, which he (Greenhead) asserted to be "bogus," had deposited the "genuine original" deed. In this letter Mr. Greenhead repeated that he was satisfied with His Honour's judgment, as he had never once disputed his obligation.

On the 13th August, 1906, Mr. Greenhead addressed a petition to the House of Representatives in Parliament assembled (J. 1907/689). The petition is a lengthy one, in fourteen paragraphs, and is on one of the files of papers referred to me. It prays in the last paragraph that a rehearing of the case Griffiths *v.* Greenhead may be granted.

On the 11th October, 1906, the A to L Public Petitions Committee reported on the petition: "That the Committee is of opinion that the petition should be referred to the Government for favourable consideration, and suggests that a Commissioner be appointed in Auckland to inquire into the case of petitioner."

This report having been referred to the Justice Department, the Under-Secretary for Justice, on the 23rd October, 1906, made a report recommending that no action be taken, which recommendation was for the time adopted.

On the 9th November, 1906, Mr. Greenhead addressed a letter to the Hon. Sir J. G. Ward, Premier (Exhibit G), in which he prayed that Government would give effect to the recommendations of the Committee, and he also, for the first time, made a charge against the officials of the Deeds Office at Auckland. He states that some official had assisted to get removed the deed mentioned in the petition, and substituted the duplicate. He also asks that he may be examined on oath, *in camera*, before the Commissioner takes general evidence.

Sir J. G. Ward replied that his request to be examined *in camera* could not be given effect to, but suggested that he prepare a statement giving full particulars of what he knows in the matter. I may add here that the statement by Greenhead, marked "B," was handed by him to me as the statement which he has prepared in accordance with the advice in Sir J. G. Ward's letter.

On the 26th November, 1906, he again addressed the Hon. the Minister of Justice, in a letter in which he carries the charge a little further (J. 1906/1083). Besides alluding to his charge against the officials of the Deeds Office, he states that "he is the victim of a most daring and systematic fraud, prior to which a series of equally daring frauds had to be carried through," and adds that he is now prepared to prove "beyond any shadow of a doubt a conspiracy and a systematic series of cruel frauds and deceptions."

The last letter was sent to the Hon. the Minister of Justice by Mr. Massey, M.H.R.

On the 4th December, 1906, the file of papers in the Justice Department referring to Greenhead's petition was sent by the Hon. the Minister of Justice to Mr. Justice Edwards, and the Minister asked the Judge to favour him with any information or remarks that might assist the Government in dealing with the matter.

Mr. Justice Edwards forwarded to the Minister the letter on the file (J. 1906/1415), together with an extract from the evidence given by Greenhead, which I shall afterwards show disproves one of his statements to me. The Judge also, in his letter, remarks that Greenhead did not, at the trial or in his letter to him, allege that the suggested forgeries had been productive of any injury to him.

On the 17th December, 1906, Mr. Greenhead addressed a letter to the Hon. Mr. Millar, Minister of Customs, then apparently at Auckland, asking his assistance to get effect given to the recommendation of the Committee.

On the 19th December, 1906, Mr. Greenhead addressed another letter to the Hon. the Minister of Justice, urging the immediate appointment of a Commissioner.

On the 17th January, 1907, the Under-Secretary for Justice wrote to Mr. Greenhead, informing him that the Minister regretted that under the circumstances the Government could see no reason to take any further action in the matter.

Mr. Greenhead and ninety-one others petitioned Parliament in 1907 praying that effect be given to the recommendation of the Public Petitions Committee in 1906 (copy of petition on file, 1907/689, but not dated); and the Committee made, on the 29th August, 1907, practically the same recommendation as was made in 1906.

Besides his petition to Parliament and letters to Cabinet Ministers, Mr. Greenhead was also, during 1906, in communication with the police on the same subject, urging them to prosecute Mr. Mahony. He first saw Sub-Inspector Black in August, 1905, who informed him that in the face of the Judge's letter he did not see his way to move in the matter.

On the 28th February, 1906, Mr. Greenhead saw Constable Moffit, of Waiuku, and through him sent a complaint to Inspector Cullen, who wrote on the papers the following memo. addressed to Sergeant Twomey: "If Mr. Greenhead is satisfied he has evidence to support a charge of forgery he should lay an information, and prosecute the person he alleges committed the forgery. The police see no grounds for moving in the matter. Please return him his papers." To this Mr. Greenhead replied, on the 10th March, 1906, that he was not satisfied with Inspector Cullen's decision, and that he was forwarding a copy and particulars of the charges to the Commissioner of Police, Wellington. It appears, however, from the dates of documents that Mr. Greenhead did not write to the Commissioner until the 17th January, 1907. When he began his letter he says that "political and other influences had been brought to bear to smother up a series of most daring and systematic frauds, whereby by wilfully falsifying dates of documents to evade revenue, falsely attesting a number of valuable documents, and obtaining large sums of money by that means, imitating and forging other documents, and wilfully and knowingly using bogus and forged documents, calculated to and did deceive Mr. Justice Edwards, a Judge of the Supreme Court, I have been one victim," &c. In his letter he carries his statements further than in previous complaints.

He states that six Auckland solicitors are involved; that a trustee who was involved in the alleged conspiracy had been removed by order of the Judge; that several indisputable proofs of guilt have been overlooked; that the revenue has been defrauded, &c., but that he had had intimation that influence was too strong for him in Auckland. On his letter being referred to Mr. Cullen, he reported "that as far as he could judge this was not a case for police action, but that he thought Mr. Greenhead had been trying to repudiate an agreement entered into between himself and the late Mr. Hill, solicitor."

The Commissioner replied to Mr. Greenhead on the 13th February, 1907, telling him that the matter was receiving attention, and proceeded to make some inquiries.

On the 25th February Mr. Greenhead again addressed the Commissioner on the subject, who replied that he intended sending a special officer from his office to interview Mr. Greenhead and carefully investigate the whole matter complained of.

In accordance with this promise Chief Detective McIlveney was sent to Waiuku, where, on the 11th March, 1907, he took Mr. Greenhead's statement, and afterwards made an able and exhaustive inquiry at Auckland, with the result that he was able to inform the Commissioner of Police that the seven charges into which he divided Mr. Greenhead's complaints had not in any case been proved, and in almost every instance disproved. He calls the charges foundationless.

I have now, sir, to report to you the conclusions I have come to on the several charges made by Mr. Greenhead.

As I have already said, the charges amounted to very little at the start, but Mr. Greenhead has added to them from time to time, until they obtained large proportions—what he calls "a series of most daring and systematic frauds to evade revenue, and obtaining large sums of money by that means." (See police record 07/179.)

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.

Mr. Greenhead states in his petition that he is in a position to prove beyond any doubt that this document is a forgery. As to the signatures, he points out that his own signature in copy E2 is "Charles Henry Greenhead," whereas in copy E1 it is "Chas. Hy. Greenhead." He says he usually signs his name in full—which appears to be correct—and amongst the papers which I have before me I have seen no instance of his signing "Chas. Hy. Greenhead." One of the witnesses, however, Mr. Griffiths, gave evidence of the genuineness of his signature.

Several of the witnesses testified to Mr. Hill's signature being genuine, and from a comparison of both signatures and both initials with other signatures and initials amongst the papers before me I have no doubt of the genuineness of both Mr. Hill's and Mr. Greenhead's signatures and initials. Mr. Greenhead admits that an agreement was made and signed between Mr. Hill and himself embodying the terms of Mr. Hill's letter to himself, dated the 17th February, 1898, and that he agreed to the terms of that letter and signed the agreement (see Exhibit B), and that the action of Hill *v.* Greenhead for ejectment was withdrawn after the agreement was made. Mr. Hill's letter to Mr. Greenhead has been already set out at page 2 of this report.

Mr. Greenhead appeared to rely particularly, to prove the alleged falsity of the agreements, on the fact of both the agreement and the deed of lease being dated the 11th April. He states that the deed of lease, the agreement, and also the assignment of the insurance policy "Greenhead to Hill" were all signed at the same time—viz., some time in February, 1908, at Mr. Hill's place at Waiuku. He says that to the best of his belief they were all witnessed by William Nicholls, who was at that time in Mr. Hill's employ. He also says that the dates on the documents were left blank, to be filled in afterwards by Mr. Hill.

The agreements are really not witnessed at all, but dated the 11th April; date is also on adhesive stamps. The assignment was witnessed by Nicholls and dated the 15th March, and the deed was witnessed by Nicholls and dated the 11th April (corrected date), the witness William Nicholls says that he is positive it was not in April that he witnessed the documents, and that he only signed documents on one occasion. He thinks it was in the beginning of the year, when Mr. Hill had extended his Christmas visit to his farm beyond the usual time.

However, the evidence as a whole satisfies me that the witness Nicholls is mistaken in these statements, and, after all, having no interest in the matter, he is hardly likely to recollect, after a lapse of nearly ten years. Mrs. Hill says that she, Mr. Hill, and the children visited the farm at Christmas, but that Mr. Hill went at other times.

Mr. Mahony's statement is that his instructions from Mr. Hill to prepare the deed of lease and the agreement were only given him on the 4th April, 1898, and that he remembers giving the documents to Mr. Hill a few days after to take up to Waiuku for signature, and he remembers also his bringing them back, and the circumstance of his dating the deed after his return. In proof of the date Mr. Mahony produced his diary, in which is the following entry under date April 4, 1898: "C. H. Greenhead—W. J. Hill to you—lease. Ditto—you and W. J. Hill—Agree't."

He also produced another book kept in his office, called "Instruction Book No. 2," in which is the following entry under date April 4, 1898: "Lease, W. J. Hill to Chas. Hy. Greenhead, from , 1898, to , 1904. 5s. per week. Quarterly. Covenant to insure in lessor's name for £ , and in case of fire lessor to rebuild. Absolute agreement to purchase for £ on or before expiration of lease.—Agreement W. J. Hill and C. H. Greenhead."

He further produced a book called the "Ingrossment Book," which showed that on the 7th April, 1898, lease W. J. Hill to C. H. Greenhead (in duplicate) was engrossed by C. A. Cawkwell, and that agreement ditto ditto was engrossed by E. Whaley—Cawkwell and Whaley being clerks in Mr. Mahony's office. These entries were found between other entries, some before and some after, showing that they could not possibly have been inserted after the true date. Mr. Greenhead was allowed to search the books for entries before the 4th April referring to the same transactions, and found none.

Mr. Cossar, Mr. Mahony's managing clerk, gave evidence as to the deed and agreements. He said that on the 16th May, 1898, he was filling in the dates on the deed at Mr. Hill's request, and he first filled in the actual date of writing, but afterwards altered it to 11th April, on Mr. Hill stating that that was the true date of execution, and that Mr. Hill initialled the alteration. Mr. Cossar said Mr. Hill himself dated the agreement—that personally he knew nothing about it. The agreement itself has on the stamps the initials of Mr. Hill and of Mr. Greenhead, with the date, "11/4/98," in Mr. Hill's writing. Mr. Cossar and Mr. Mahony and others could swear to Mr. Hill's signature and initials, and if that dating and initialling is genuine, the document must have been dated when signed at Waiuku. Mr. Hill is dead, unfortunately, and cannot give evidence, but there can be no doubt that the initials "W.J.H." and date are his. The initials "C.H.G." are in a different handwriting, but similar to a number of Mr. Greenhead's initials on the papers. Mr. Hill was admittedly a man of high character—he would be unlikely to forge initials—and there was, as far as I can see, no reason for any one to do so. Mr. Greenhead suggested that this and other documents were wrongly dated to save fine in stamping, but we have the evidence of Mr. Cossar that Mr. Hill directed him *the deed* should have the true date on it, and by that direction increased the fine somewhat. Besides denying his own signature and initials on the document, Mr. Greenhead disputes Mr. Hill's, which are evidently genuine. If I had to decide the question judicially, I should hold the whole agreement, including the writing and date on the stamps, to be genuine. It was further explained by Mr. Mahony that the assignment could not have been signed on the same day as the lease and agreement, as stated by Mr. Greenhead, because Mr. Hill insisted on having the assignment signed before he would entertain the proposal to withdraw the action against Greenhead and lease the land to him, and because the amount of money due to the A.M.P. Society, when the policy was transferred, had to be ascertained from them, and the amount paid before the agreement could be prepared for signature. The sum of £137 9s. 10d. was paid by Mr. Hill to the A.M.P. Society on the 21st March, 1898.

I also point out the dates on Mr. Mahony's bill of costs for preparing these documents (Exhibit J). It is dated by the clerk the 30th November, 1898, and examined by Mr. Mahony on the 5th December, 1898, and gives the 4th April, 1898, as the date of drawing and engrossing the documents.

In Mr. Greenhead's statement, which he states was prepared according to the advice of Sir J. G. Ward (Exhibit B), he makes the assertion, "I positively swear that between the dates of October 20th, 1903, and June 6th, 1905, five different documents purporting to be the agreement between Hill and myself have been placed before me, the whole of which are incorrect, not the same as originals, and absolute forgeries."

In reply to me he said that two of the five were those now before me, being the ones marked as Supreme Court Exhibits (Exhibits E1 and E2). The other three, he says, were the copies produced to him respectively by Messrs. Cotter, Brookfield, and Griffiths, solicitors, when acting at his request. Mr. Mahony, Mr. Griffiths, and Mr. Cossar say there never were any other agreements between Greenhead and Hill than those produced. It is true that Mr. Greenhead told Messrs. Cotter, Brookfield, and Griffiths that the agreement shown by them to him was forged. Mr. Cotter said, "That's nonsense," and would not credit it, and these three solicitors, knowing Mr. Hill's handwriting—and the last two at least knowing Mr. Greenhead and his handwriting—had no doubt of the genuineness of the document, nor had the Judge at the trial.

In my opinion, Mr. Greenhead has not proved beyond any doubt that the agreement in duplicate before the Supreme Court was a forgery. I have no doubt whatever myself that it is a genuine document with respect to date and signatures.

3. The third paragraph of the petition is that the case was previously before His Honour, when the plaintiff was nonsuited with costs, on account of a number of documents being falsely attested by plaintiff's solicitor, a strong written judgment being given.

This statement is correct as to plaintiff being nonsuited with costs. I have no doubt that the copy of the judgment handed me by Mr. Greenhead (Exhibit G) is a correct one, but it would be more correct to say "informally attested" instead of "falsely attested." I do not understand His Honour's judgment to impute fraud to plaintiff's solicitor, but only that the documents were not attested in accordance with law. At the second trial this informality was corrected, and then judgment went for the plaintiff.

4. The allegation in this paragraph is that the alleged agreement had been prepared subsequent to the death of Walter James Hill, and since the date of the 21st October, 1903, at which date an action had been taken against Mr. Greenhead on behalf of the plaintiff, claiming an amount (a small portion of which was paid under protest, and declining to make any further payment, suspecting fraud), which alleged agreement is now made to show was specially secured and the first moneys to be deducted from the said life policy.

Mr. Greenhead has not proved that the agreement was prepared after the death of W. J. Hill or after the action in the Magistrate's Court, *Griffiths v. Greenhead*. As I have said, I think it proved that, instructions having been given to Mr. Mahony on the 4th April, the agreement was engrossed by his clerk on the 7th April, 1898, and signed on the 11th April, 1898.

Mr. Greenhead did not pay a small portion, and declined to make any further payment, nor did he then "allege" fraud, whatever he may have "suspected." He was advised by his solicitor to confess judgment for the whole amount claimed, which he did. He paid £5 on account, and was told by Mr. Mahony that payment of the balance must be made within a month (Exhibit B).

It is true, as Mr. Greenhead pointed out to me as one of his grievances, that the agreement secures the rent as a first charge on the policy, whereas the letter does not contain this provision. Mr. Mahony inserted this, it appears, to secure his client from loss, which was the sole object of the assignment, and which object was attained. Mr. Greenhead signed the agreement and the only way in which the provision can have affected him, if at all, is to have compelled him to act up to his agreement.

He suffered no wrong by the Magistrate's Court action, because the arrangement does not contemplate that rent was to remain unpaid until the policy matured. The plaintiff could sue for the rent, and Mr. Greenhead was advised by his solicitor, with a full knowledge of the facts, to confess judgment.

5 and 6. The allegation in these paragraphs is that when complying with His Honour's judgment £1 1s. was paid to Mr. Mahony, plaintiff's solicitor, with a demand that the aforesaid deed of lease in dispute, upon which judgment was given, should be deposited in the Deeds Office, Auckland; that at a recent date it has been discovered that the said document has not been deposited as demanded, but the original deed has been lodged with alterations and erasure, to make it correspond with the one placed before His Honour, and the alleged agreement.

An arrangement was made between Mr. Wynyard, solicitor for Greenhead, and Mr. Mahony, for Griffiths, that one copy of the deed should be deposited in the Deeds Office. Mr. Greenhead says Mr. Mahony agreed to deposit the deed which was before the Supreme Court, but Mr. Wynyard does not support this. Mr. Cossar pointed out that copy A was deposited because copy D had a deed of assignment—Hill and another to Griffiths—attached to it. The copy A is now on deposit at the Deeds Office, and presumably was deposited by Mr. Mahony's clerk in the belief that he was fulfilling Mr. Wynyard's requisition. Mr. Wynyard agrees that it did fulfil it.

If Mr. Greenhead wanted what he calls the "forged" deed deposited, he apparently did not even tell his own solicitor so. It can make no difference to Mr. Greenhead which copy is deposited, supposing, as I hold proved, that they are both genuine documents.

But since his petition to Parliament Mr. Greenhead has discovered, as he says, that there have been further irregularities in respect to the deposit by Mr. Mahony of the deed of lease Hill to Greenhead in the Deeds Office.

He said in his statement of June, 1906 (Exhibit B), that he visited the Deeds Office, and found that instead of the one in dispute the genuine original deed had been deposited. He also alleged to me that he had discovered that the deed under deposit as No. 8937 had been more than once changed—he did not know by whom. This statement was also made to Detective McIlveney. He said that when he again visited the Deeds Office on the 6th November, 1906, he found a different deed from the one deposited in July, 1905. I examined the Deputy Registrar and a clerk, who said it was quite impossible that such a change could have been made. In my opinion, it is quite impossible to believe Mr. Greenhead's assertions as to this substitution of deeds. There could be no object in depositing a true deed, then changing it to a forged one, and then back to the true one.

7. In this paragraph it is asserted that the original deed His Honour has never seen, and that recently discovered stamp duty was not paid on this deed till after the first quarter's rent became due and was paid, when false dates were inserted to reduce the fine for infringement.

As I have already said, I am of opinion that the deed produced before His Honour was the original one, and that no false dates were inserted to reduce the fine. As Detective McIlveney pointed out in his report, the alteration in date would *increase* the fine to a small extent, and not reduce it.

As to the date of payment of the first rent, the receipt is dated the 24th June, but it appears from letters attached that it was paid a few days earlier. I do not see, however, that Mr. Greenhead is in any way prejudiced by the date of payment of rent being before the payment of duty, if it were so.

8. It is here asserted that the stamps on the deposited deed are brown—which is true—but that the deed on which judgment was given had blue stamps attached to it.

This last statement has not been proved. Mr. Greenhead asserts it, but, as I have already pointed out, I think it proved that the deed produced in Court is a genuine one, a duplicate of the one deposited.

9. It is asserted in this paragraph that the petitioner never once disputed his obligations contained in the deed, but, since the death of W. J. Hill, suspected fraud, and forced action to be taken, declining to submit to demands without the production of original documents.

What Mr. Greenhead did do was to refuse or neglect to pay further rent when he was asked to pay Griffiths as assignee. He says he "suspected fraud," but I can see no good reason for suspecting it. He proposed to defend Griffith's action for rent payable under the deed, but confessed judgment when so advised by his solicitor.

10. In this paragraph the petitioner complains of the amount of costs he had to pay—viz., £23 and £30.

The £23—or, more correctly, £23 1s. 6d.—is part of the sum of £280, which was the consideration for which Mr. Greenhead agreed to purchase back his land: See deed of lease and agreement (for account see Exhibit H, account marked 4). The consideration was the actual sum that Mr. Hill or Arrowsmith was out of pocket by Greenhead's default in paying interest, and by the sale of the land, &c.

The £30—or, more correctly, £30 0s. 4d.—are the costs of the action which Mr. Greenhead lost in the Supreme Court. Mr. Wynyard, as solicitor for Mr. Greenhead, settled with Mr. Mahony, and Mr. Greenhead himself was present.

A letter from Messrs. Wynyard and Purchas, solicitors to Mr. Greenhead, showing how the settlement was arrived at, is with the papers (Exhibit P).

11. In this paragraph petitioner stated that the Auckland Law Society and authorities were given particulars in writing as soon as original was revealed, but they declined to move or ask any questions.

The petitioner stated that this was true—and I have no reason to ~~doubt~~ it—though he did not bring forward any proof. Possibly he thought, as I think, that it was a matter of small importance.

12. It is here asserted that petitioner does not complain against the most conscientious judgment of His Honour, but through a number of reputable solicitors, from whom advice was sought, being deceived by bogus documents, also a Judge of the Supreme Court, your petitioner has had to suffer a heavy loss, besides mental worry and inconvenience through the deception.

If by the words "a number of reputable solicitors" is meant Messrs. Griffiths, Cotter, Brookfield, and Wynyard, or any of them, I am of opinion that they have not been deceived by any bogus documents, nor was the Judge of the Supreme Court. At all events, they, including the Judge, appeared to be fully satisfied, themselves, that they have not been deceived, notwithstanding that Mr. Greenhead has done his best to convince them that they have been.

As to the loss which Mr. Greenhead alleges he has sustained—I have no doubt that the costs which he has had to bear in connection with his litigation have been a serious loss to him, nor have I any doubt that he has suffered mental worry and inconvenience; but the loss, worry, and inconvenience have not, in my opinion, been caused by any deception or by any improper action of Messrs. Griffiths, Mahony, or Cossar, but was undoubtedly his own fault.

(1.) He failed to fulfil his contracts with Messrs. Arrowsmith and Hill. I have no knowledge whether this was caused by poverty, in which case it may have been his misfortune rather than his fault; but it seems clear that Messrs. Arrowsmith, Hill, and Griffiths were in no way responsible for it. Arrowsmith's mortgage only carried interest at 5 per cent.—not an excessive rate—and there is some evidence that in reply to a request of Greenhead's, he (Arrowsmith) had agreed to forego some of the amount due. The agreement with Mr. Hill also only provided for 5s. a week rent, and the repayment of loss to Arrowsmith, through Greenhead's fault, with 5 per cent. interest, and generally I can see no evidence that Hill and Arrowsmith dealt with him harshly.

(2.) It is evident that Mr. Greenhead has sustained most of his loss through trying to defend claims and actions which were not defensible.

According to the evidence, three solicitors when consulted by him in respect to different disputes advised him to settle—Mr. Burton, in respect to the action of ejectment, *Hill v. Greenhead*; Mr. Cotter, in respect to the Magistrate's Court action *Griffiths v. Greenhead*; Mr. Brookfield, in the originating summons issued by the A.M.P. Society: while the whole evidence shows—as indeed was decided by Judge Edwards—that he had no equitable defence in the action in the Supreme Court of *Griffiths v. Greenhead*.

13. This paragraph asserts that petitioner has not had a fair trial, or true justice done on his behalf—first, because His Honour was not allowed to see the original deed which has been tampered with; second, that a false duplicate was produced instead of deed; third, that your petitioner was not supplied with a true and correct copy of original deed; fourth, that advantage was taken of petitioner not being in a position to be represented by counsel, &c.

In my opinion it is proved—(1) that His Honour *did* see the original deed; (2) that no false duplicate was produced at the trial or at any other time; (3) that Mr. Greenhead's papers show that a correct copy of the deed was supplied to him; (4) His Honour's letter to the Hon. the Minister of Justice shows that he was at some pains to see that Mr. Greenhead did not suffer through being an unskilled person, not represented by counsel, and that he (His Honour) did not believe that he did suffer.

14. Petitioner prays for a rehearing.

In my opinion petitioner has not proved any of the grounds on which he prays for a rehearing.

I now have to allude to some further complaints made by Mr. Greenhead, which he states are facts and grievances which he has discovered since petitioning Parliament. These are contained partly in his statement, prepared, as he says, on the advice of the Hon. the Premier (Exhibit B), and partly in his statement to Detective McIlveney (see N.Z. Police, 07/179).

In Exhibit B, page 4, he says, "It has since (Mahony's letters of the 7th and 18th February, 1903) [for these letters see Greenhead's statement to Detective McIlveney, pages 4 and 5] been shown that Hill never did assign, and the alleged assignment by Hill's executors was false and illegally obtained."

It is true that Greenhead may have taken the letter of the 7th February to mean that there was an assignment from Hill himself instead of from Hill's executors.

Mr. Mahony did not, however, mean that, and Mr. Greenhead was fully informed afterwards, as no doubt he would have been at the time if he had asked.

The assignment certainly was not false, as Mr. Greenhead asserts. The point is, did the interest which Hill then held in the land really belong to Arrowsmith? There is plenty of evidence to show that it did, but I need merely mention a private ledger of Hill's which was produced to me. There was an account headed "William Arrowsmith," all in Hill's own handwriting, in which it appeared that every amount received on account of this land (rent, &c.) was at once credited to Arrowsmith's account. That appears to me conclusive on the point.

As to Mr. Greenhead's statement that the assignment was illegally obtained, I understand him to refer to a reluctance which Mrs. Hill showed to assign to Griffiths. Mrs. Hill and Mr. Cossar (managing clerk to Mahony, and formerly to Hill and Mahony) were the executors. They disagreed (which subsequently caused them to resign the executorship in favour of the Public Trustee). Mr. Cossar wished to assign, but Mrs. Hill was not convinced she ought to do so. Mr. Greenhead visited Mrs. Hill (Mr. Mahony thinks improperly), and discussed the matter with her. Mrs. Hill subsequently consulted Mr. Thomas Buddle, a well-known solicitor, and, on his advice, completed the assignment. I have no doubt of the propriety of Mr. Buddle's advice.

In Exhibit B, pages 12 and 13, he says, "A balance-sheet of the estate of the late Arrowsmith has been published, and no amount is shown of any moneys received from the matured policy." It was made quite clear to me, and I suppose to Mr. Greenhead, by the production, by Mr. Griffiths, of the account-book of the Arrowsmith Estate, that the amount due out of the matured policy was paid to Griffiths, and passed to the credit of the estate; also that the accounts had been duly audited.

The published balance-sheet produced by Mr. Greenhead (Exhibit P) deals with large sums—£28,903 being the total receipts, but in the published account this sum was only distributed into nine items, in one of which the money received on the policy was included.

In Exhibit B, page 13, he says, "I have never once disputed my obligation to purchase, and was prepared to complete at the time: it was the documents and the £23 I objected to." The documents, I have already stated, I believe to be genuine. The £23 charge I have already dealt with in my remarks on paragraph 10 of the petition. I am not aware if Mr. Greenhead ever disputed his obligation to purchase, but he appears to me to have thrown every obstacle he could in the way of a settlement.

Mr. Greenhead's statements to Detective McIlveney were collected by him into seven headings, some of which require some further remark from me.

1. Conspiracy, and wrongful and fraudulent assignment of property of the estate of the late Water Hill by Messrs. Griffiths, Mahony, and Cossar.

I need not refer further to this, as I have shown that the property was not either wrongfully or fraudulently assigned, and therefore there could be no conspiracy to assign it.

2. Forgery of documents purporting to be memorandum of agreement and deeds of lease, executed in 1898 by the late Walter James Hill and Charles Henry Greenhead.

3. Theft and substitution of a deposited deed of lease at the Deeds Office, Auckland.

Headings 2 and 3 have already been dealt with by me.

4. Attempt by Edmund Mahony, solicitor, to obtain £3 11s. 4d. by false pretences.

The sum of £3 11s. 4d. is the amount of Mr. Mahony's charges for preparing the lease and agreement between Messrs. Hill and Greenhead (see Exhibit J).

In Mr. Hill's letter to Greenhead of 17th February, 1908 (see page 2), the words occur (last paragraph but one) "You will have to pay Mr. Mahony for drawing out lease and agreement." Mr. Mahony sent copy of this bill of costs to Mr. Greenhead, but was not paid. It was, however, included in the settlement made with him by Mr. Wynyard (see Exhibit P), but Mr. Mahony points out that Mr. Greenhead declined to pay for the agreement on the ground that he had not received it. The agreement is, of course, one of those produced in Court which Mr. Greenhead alleges are forgeries (see Exhibit P), and Mr. Mahony allowed the sum of £1 1s. for the agreement to be struck out. Mr. Wynyard's account, which I got from Mr. Greenhead himself, shows,—

| | £ | s. | d. |
|--|---|----|----|
| Costs E. Mahony for lease and stamp duties | 3 | 11 | 4 |
| Less charge for agreement, which you would not pay, £1 1s. | 1 | 1 | 0 |
| | 2 | 10 | 4 |

Mr. Greenhead asserted to me that he had not paid the account for £3 11s. 4d. because it was included in Mr. Mahony's account against Mr. Hill—£17 16s. 6d.

As the detective showed, it is not included in the £17 16s. 6d. account (for this account see Detective McIlveney's report); but he seems to have omitted to notice that it had been dealt with in the settlement after the Supreme Court action.

This charge of Mr. Greenhead's against Mr. Mahony of trying to obtain money under false pretences, because he tried to obtain payment of a bill of costs which Mr. Greenhead had, as he admits, agreed to pay, is a very gross example of the way in which he flings about criminal charges against men of respectability.

I also think I should call attention to the last paragraph of the detective's report on this heading, where he shows—and says it is significant—that Mr. Greenhead asserted to him that "if Griffiths and Mahony had listened to me (Greenhead) and had allowed me the amount of £17 16s. 6d., charged to me for costs in connection with Hill's ownership, and interest on that amount, &c., no allegation of any sort would have been made against them or either of them by me," &c.

This assertion, if seriously made by Mr. Greenhead, that he only brought these serious criminal charges because Messrs. Griffiths and Mahony had refused to let him off the payment of the sum which he allows he had agreed to pay, really, seeing the groundless nature of the charges, would force one to regard Mr. Greenhead's conduct as, to say the least of it, grossly improper.

5. Falsification of accounts: Mr. Greenhead's allegation of falsification of accounts by Mr. Griffiths depended chiefly on the fact that in various detailed statements furnished there were apparent discrepancies.

Detective McIlveney went fully into the accounts, and came to the conclusion that there was no falsification, but some mistakes, which mistakes had operated to a considerable extent in Mr. Greenhead's favour. I read the detective's explanation to Mr. Greenhead, but, as he did not appear to understand it, I told him that before making my report I would examine the accounts myself. I have since, with the assistance of Mr. Ralfe, Clerk of Court, gone fully into the accounts (see Exhibit J), and I can now say that I agree with the conclusions come to by the detective, and it now appears that, instead of Messrs. Mahony and Griffiths getting the better of Mr. Greenhead in the settlement, as he asserts, he has benefited to a considerable amount by certain omissions in the accounts against him.

6. Intimidation of Mrs. Hill to cause her to execute the confirmatory deeds of assignment, and to sign an apologetic letter with a view to save Mr. Cossar from prosecution for perjury: Mrs. Hill, in signing the confirmatory deeds of assignment and signing the letter referred to, acted on the advice of her solicitor, Mr. Thomas Buddle. That she was right in doing so is quite clear to me. Mr. Greenhead has really no interest in the quarrel between Mrs. Hill and Mr. Cossar, but he appears to want to foment it for his own purposes. They wisely decided to hand the management of Mr. Hill's estate over to the Public Trustee.

7. Misappropriation of the sale of Mr. Greenhead's property, and his insurance-moneys, by Mr. Griffiths: I agree with the conclusions arrived at by Detective McIlveney as to these charges. It would appear that Mr. Greenhead, in making them, was really attacking Mr. Justice Edwards's judgment, which he has repeatedly said he was satisfied with.

I have already shown that Mr. Griffiths's balance-sheet of the Arrowsmith Estate did include the moneys referred to by Mr. Greenhead. I may further point out that, at all events, he has no interest in inquiring.

I have now, I believe, dealt with all Mr. Greenhead's charges and statements.

My inquiry has shown that a few mistakes crept into the proceedings carried on by Mr. Mahony against Mr. Greenhead. Besides those pointed out by Mr. Justice Edwards in his judgment, there were some errors in connection with the assignment to Griffiths, but these do not seem to me to have injuriously affected Mr. Greenhead in any way, and, at any rate, they are now disposed of by the judgment of the Supreme Court, which ought to have settled all disputes, and satisfied Mr. Greenhead.

Mr. Greenhead's charges are every serious ones, made against persons of undoubted character. I consider that he has shown no justification for making such charges. The statements made lately in his letter to the Commissioner of Police—which I quoted in a former part of this report—are untrue, absurd, and bombastic. Were it not for their serious nature they would be ridiculous. I certainly feel sympathy for the persons who have been wrongly charged with these crimes, especially for the Government officials.

The question which remains, and which perhaps you will expect me to mention, is, how far is Mr. Greenhead responsible for the assertions he has made?

Mr. Justice Edwards, in his letter to Mr. Greenhead, said that, while he had no doubt at all as to the genuineness of the documents to which Mr. Greenhead referred, he was satisfied that he conscientiously believed that they were forgeries. Since then his charges have grown, until they have reached the magnitude shown in the letter to the Commissioner of Police.

I tried several times to reason with Mr. Greenhead, and to show him where he was wrong; but he either cannot or will not be convinced. It seems at least possible that, by allowing his mind to habitually dwell on his misfortunes and supposed grievances, he may have developed the morbid condition known as monomania, and may really believe what he states. I cannot pass an opinion on this question. I only suggest it as a possible explanation of his strange actions.

Just as I am closing this report I have been informed by the Registrar of Deeds here that he will not allow the deed of lease—Exhibit A—to be sent to Wellington with the other exhibits. His memorandum is attached. It is an important piece of evidence in the inquiry, but you will doubtless direct that it be sent up if it is required.

I return herewith the three files of papers (Police 07/179, Justice 1907/689, Stamps 1907/392) which were transmitted to me with your letter of the 9th December, 1907 (No. 2529).

I have, &c.,

HERBERT W. BRABANT,

Stipendiary Magistrate.

The Hon. the Minister of Justice, Wellington.

In the matter of an inquiry ordered by the Hon. the Minister of Justice, to be held by H. W. Brabant, Esq., Stipendiary Magistrate, into certain allegations made by Mr. Charles Henry Greenhead.

(Inquiry opened at Auckland on the 18th December, 1907.)

STATEMENTS OF WITNESSES.

Inquiry ordered by the Minister of Justice is opened at the Magistrate's Court at Auckland on Wednesday, the 18th day of December, 1907, at 10 o'clock in the forenoon.

Mr. Charles Henry Greenhead appears personally. He will make a statement himself, and call certain witnesses—viz., Mr. William Nicholls, of Mauku, farmer; Mrs. Hill, widow of late Walter James Hill; and the manager of the A.M.P. Society, from Wellington; Chief Detective McIlveney, whom Mr. Greenhead believes to be now in Wellington.

The Hon. Mr. McGowan's letter dated the 9th December, 1907, addressed to Mr. Brabant, was read to Mr. Greenhead.

Mr. Greenhead says he proposes to call evidence to show that certain documents are forgeries. The first document is a deed of lease dated the 11th April, 1898, and signed by Walter James Hill, Charles Henry Greenhead; and William Nicholls, attesting witness. Mr. Greenhead suggests that the whole three signatures are forgeries.

"I do not say who forged them, but I consider Mr. Mahony is responsible. He uttered them, and must know they were forgeries.

"The second document is one purporting to be an agreement between Walter James Hill and myself, dated the 11th April, 1898, and signed by Mr. Hill and myself. I am fully convinced that Mr. Nicholls also signed that one. The initials and date on the stamp I declared to be forged. I now assert that the two signatures of Mr. Hill and myself are both forgeries. I do not know who they were forged by. I paid Mr. Mahony a guinea to deposit that deed in the Deeds Office here, and instead of doing that he deposited an original deed of an entirely different date.

"I am quite clear that I have grounds for connecting Mr. Mahony with these alleged forged documents.

"The two forged documents are in the possession of Mr. Mahony still. I want Mr. Mahony to come here and produce the documents."

(Produced from Deeds Office: Lease of Allotment No. 42, W. J. Hill to C. H. Greenhead; lease of Allotment 42, Parish of Waiuku East, Registered No. 8937). (Exhibit A.)

Mr. Greenhead says,—

I accept that as a genuine document.

I produce a statement (Exhibit B) that I wrote for Sir Joseph Ward in 1906, at his suggestion. That statement contains the *full facts* that I am relying on. I produce a letter from Sir Joseph Ward (Exhibit C).

I wish now to state something that has taken place since I wrote the statement marked "B." With regard to the deed No. 8937 (A): The first deed deposited had a half-crown stamp and another stamp, not together, and it had a date-stamp of 9/6/98, a ten-shilling stamp with a signature across it or just underneath. On the 6th November, 1906, I went into the Deeds Office and found that deed had been removed.

The deed marked "A," obtained from Deeds Office, is not the one that I allege the forgery of.

I say the deed of lease (marked "D") now produced by Mr. Mahony is not the one I allege to be forged. The deed of lease dated the 11th April, 1898, which is on Mr. Mahony's file and which has on it the indorsement of "R.G.T., Registrar," dated "12/12/04" and "5/6/05" is not the one I allege to be forged. I accept that document as an original document, and I do not charge that it is forged. I believe my signature there is a genuine signature. I say that after seeing the initials "R.G.T." on the back. I have no reason to doubt the genuineness of the indorsements. I stated in the Supreme Court that a certain deed of lease was forged. I did not say to His Honour that the signatures to the deed of lease were forged.

The document now produced by Mr. Mahony (Exhibit E) as an agreement dated the 11th April, 1898, between Walter James Hill and Charles Henry Greenhead and initialled twice by the Registrar of the Supreme Court on "5/6/05" and "12/12/04" is not the document that I declared before Mr. Justice Edwards to be a forgery, but I declare it now to be a forgery in respect to my own signature, and I fully believe both signatures are a forgery, because that is not the document we signed. I say it is not my signature because it is not the original agreement. I know that by the terms of it. In the document I signed a space was left for the terms to be filled in. I only disputed the deed of lease as to its date. I wrote to the Judge telling him certain documents were forgeries. [Copy produced (Exhibit F).] Neither document that I allege to be forged is now before Your Worship.

I wish to make a correction. With regard to the deed of lease there was no dispute about it in the Supreme Court further than regarding its date. I never had the slightest suspicion that it was other than a genuine document.

CHARLES HENRY GREENHEAD.

Taken at Auckland, this 18th day of December,
1907, before me,—

HERBERT W. BRABANT,
Stipendiary Magistrate.

2 p.m.

CHARLES HENRY GREENHEAD.

Exhibits D and E: On further examination of Mr. Mahony's file of documents it appears that the duplicate copy of agreement between Walter James Hill and C. H. Greenhead is on that file, and is marked by the Registrar of the Supreme Court as "Ex. B, 12/12/04" and "Ex. H, 5/6/05," and on reference to that document I say that it is one of the documents declared by me before the Supreme Court to be a forgery, also the initials on the stamp, and the date. I did not declare the insurance document to be a forgery. The other document I declare to be a forgery is not among the documents produced. I am quite positive that is not my signature on the document. I am sure that is not my signature because of the body of the document and the date. It is an exact fac-simile of my signature. I admit that the two copies of deeds of lease dated the 11th April, 1898, are signed by myself. The only objection I take to them is that the date has been altered from 16th May to 11th April. If the signatures to the agreement had been produced among a number of other signatures I could not have said which was mine.

I produce a copy of agreement which was attached to statement of claim on first trial, and a copy of the agreement attached to statement of claim at second trial. I would point out that the signature, as copied, differs in each case.

I suggest that in the agreement signed "Chas. Hy. Greenhead" the signature is an exact facsimile of the agreement signed with the policy in 1898. Mr. Griffiths, in giving evidence before His Honour in December, 1904, made mention of the signature. His Honour asked him if he was acquainted with my signature, and he said he was and could swear to it anywhere, but for some unaccountable reason I had signed the agreement different to what I usually did. I do not know what has become of the agreement attached to the policy, but the agreements produced by Mr. Mahony are supposed to be the same. My idea is that the two copies of agreement produced by Mr. Mahony have been substituted for two other copies that are not here. That was not suggested in the Supreme Court. Mr. Justice Edwards stopped me examining on the point.

CHARLES HENRY GREENHEAD.

Taken at Auckland, this 18th day of December,
1907, before me,—

HERBERT W. BRABANT,
Stipendiary Magistrate.

Policy of insurance with Australian Mutual Provident Society, No. 64173, produced. (Exhibit F F.)—H.W.B.

WILLIAM NICHOLLS.

"I reside at Mauku. I am a farmer."

Deed of lease marked "A" produced to witness, who says that the two signatures, "William Nicholls," on that deed are his, and that he witnessed the signatures "Walter James Hill" and "Charles Henry Greenhead" on that document.

Duplicate of same lease on Mr. Mahony's file produced to witness, who says the signature "William Nicholls" thereon is his, and that he witnessed the signatures of Walter James Hill and Charles Henry Greenhead. "It would be in the beginning of the year that I attested the deeds. At this particular time Mr. Hill was suffering from influenza, and extended his stay beyond the usual time. I am positive it was not in April that I attested the signatures. It was before that. I witnessed Mr. Greenhead's signature to a life policy. I recollect witnessing transfer of Mr. Greenhead's life policy to Mr. Hill. All the papers that I witnessed were witnessed on the same date. I am not aware of any other documents that were signed by Mr. Greenhead and Mr. Hill that I did not witness. I signed several documents, but could not say the number, but it was only on the one occasion.

WILLIAM NICHOLLS.

Taken at Auckland, this 18th day of December,
1907, before me,—

HERBERT W. BRABANT,
Stipendiary Magistrate.

MARY EDITH HILL saith,—

I am widow of Walter James Hill, who was a solicitor, and was at one time partner with Mr. Mahony. Mr. Hill, myself, and family would go to Te Mauku just after Christmas Day, and were there six or seven weeks in 1898. Mr. Hill went often, but I only went once a year. We had a farm at Te Mauku. I suppose it was in 1898 that Mr. Greenhead came to the house. I think my third boy was about six months old, and he is ten years old now. I have no letters or anything to fix the date. Mr. Cossar was my co-executor, and has all the letters. Some of the children were going to school at the time. We would all go together to Te Mauku at Christmas time. I suppose it was in 1903 I assigned all my right and interest to Griffiths, Arrowsmith's surviving executor. Mr. Cossar brought out an agreement and another paper, and later on he brought out a policy and a paper assigning it to Mr. Griffiths. Mr. Griffiths's signature was on it, and I signed my name. I thought it was a plain piece of paper, and that Mr. Griffiths's name was in the middle.

I know I transferred the policy, but I do not know the date. It was some time after the other matters, but I do not remember when.

We did not stay at Mauku as late as the 15th March.

Mr. Hill must have retired from business at that time.

The signature "Walter James Hill" on deed of lease (Mahony's file) looks like Mr. Hill's signature. As far as I can say, the signature "Walter James Hill" on deed marked "A" is Mr. Hill's signature. I cannot say whether the initialling of alterations on these documents was made by Mr. Hill.

Mr. Hill frequently went to Mauku during the year for a week at a time. If Mr. Mahony says Mr. Hill went up about the 5th of 6th April, 1898, I would not contradict him. Mr. Hill was thoroughly honourable and strict—everybody knows that.

Mr. Hill had his own private room at Mr. Mahony's office, although he was out of practice.

When I signed the policy Mr. Cossar was there. Miss Oggwood was there, but I did not ask her to witness my signature. Mr. Mahony was not there. When the Court case was on, three papers were presented to me for my signature. I do not know what was in them. Mr. Buddle went with me. It was before the case. Mr. Mahony said to me, "Are those your signatures?" I did not want to say anything about the signatures. When you do not read things yourself it is best not to say anything. Mr. Buddle went with me on that occasion. I do not remember any other time when Mr. Mahony asked me about my signature. On this occasion Mr. Buddle looked over the documents, and said they were all right for me to sign, and there were two signed. I have no recollection of signing that policy when Mr. Buddle was present. They said it was down in Wellington. Mr. Buddle wrote out a paper, and said it was quite right for me to sign, but I do not see that I had anything to apologize for. He said it would not be for publication, but only "to satisfy the parties themselves." I remember those words. I did not see what I had to apologize for, excepting to save expense coming on the office. I have a copy of the apology.

I remember there were two actions against Greenhead. When Mr. Buddle was there I was signing three conveyances. I do not remember signing some documents months before that occasion.

I signed two documents and admitted my signatures to three others. I never remember acknowledging my signature on any other occasion.

MARY E. HILL.

Taken at Auckland, this 18th day of December, 1907, before

me—

HERBERT W. BRABANT,
Stipendiary Magistrate.

EDMUND MAHONY saith,—

With regard to the documents on my file, they were prepared by the instructions of the late W. J. Hill, and they were all drafted by me personally. The instructions were given on the 4th April, 1898, and are shortly noted in my diary of that date, as follows: "C. H. Greenhead, W. J. Hill—To you.—Lease.—Ditto, you and W.J.H., agreement." [Diary produced.] I also kept an "Instruction-book No. 2" [produced]. It contains an entry on the 4th April, 1898, a memo. of instructions received from Hill of a lease, him to Greenhead, and an agreement, Greenhead to him. Mr. Hill, then being out of practice, as far as possible influenced what business he could to the office, and was almost daily in the office, and occasionally used to visit the farm Titi for a little change and to assist in harvesting. At that time I knew the history of the Greenhead property, which had been mortgaged to Mr. William Arrowsmith, of Waiuku. Greenhead was a defaulter in paying his interest, and to save Arrowsmith worry with him he had transferred the mortgage to Mr. Hill merely as a matter of convenience; Mr. Hill subsequently exercising his power of sale through the Registrar and buying in. Subsequently, with concurrence of Mr. Arrowsmith, Mr. Hill decided on the arrangement embodied in the lease and agreement; but, in view of past experience with Greenhead as a mortgagor, a compulsory purchasing clause was inserted; the date of the termination of the lease on or before which that agreement to buy was to be carried out being regulated by the maturing of an endowment policy in the A.M.P. on the life of the lessee. When Mr. Hill gave me the instructions to prepare the documents which were finally engrossed, he informed me that he would be going to Titi in a few days, and would take them with him. He also informed me that I was to see to my costs, and charge Greenhead in the ordinary way. As the practice with agreements then was almost invariably to use the adhesive stamps, and as I always keep a supply of all values I gave Mr. Hill before he left for Titi the documents and the stamps for the agreements. These documents were subsequently returned by Mr. Hill to me, and the handwriting and the dates of the two agreements is that of Mr. Hill. I had been familiar with his

handwriting from the day I left school. The alteration in one of the agreements from "tenth" to "eleventh" was made by Mr. Hill, and the agreements are now in exactly the same condition as they were when he handed them to me, except certain handwritings on the indorsements. The signatures, "Walter James Hill" and "Chas. Hy. Greenhead" to both agreements were there when Mr. Hill handed them to me, and the stamps were fixed and obliterated then as they are now. I have no doubt whatever as to the handwritings of Hill and Greenhead, and since the action I have had scores of Greenhead's signatures to identify. He sometimes signs one way and sometimes another. The leases were inadvertently wrongly dated by our chief clerk, Mr. Cossar, and the alterations were initialled by Mr. Hill. I have seen him initial documents scores of thousands of times.

The leases were subsequently stamped by my office. Until Greenhead some time after being sued for specific performance raised some question about some other sort of agreement having been prepared, I have never heard of any agreement or lease other than those on the file and the lease produced from the Deeds Office, nor did Mr. Hill ever say a word to me that anything else existed, nor is there any record in my office, or in the office of Hill and Mahony, that any other documents were ever prepared.

The deed of lease marked "A" was not registered until the 7th July, 1905. Mr. Wynyard registered it then after the decree for specific performance had been granted by Mr. Justice Edwards in the suit *Griffiths v. Greenhead*, heard in June, 1905. The ten-shilling fee is for registration, and the initials on the stamp are those of a clerk in the Registry Office, prior to which Greenhead, through his solicitors, Wynyard and Purchas, had paid to me, as solicitor for Mr. Griffiths, the surviving trustee of the Arrowsmith estate, the balance of purchase-money in performance of the purchasing clause contained in the lease and the costs incidental to the action, I retaining the documents which form the file. Mr. Greenhead to my knowledge suffered no disadvantage whatever in this settlement, as, after the completion with his solicitors, it transpired that in making up the books between himself and his late cotrustee, Mr. Hill (who was then dead), all the moneys to which the Arrowsmith estate was entitled had not been collected from him.

It would be after the 4th April, a few days after, that Mr. Hill took away the agreements to be signed. As far as I know, the documents produced by me had never been altered in any way. Mr. Hill had had a very bad experience of Greenhead as a mortgagor to our client, Mr. Arrowsmith, being a defaulter and not keeping to the conditions of his mortgage. Mr. Arrowsmith, as he was living by himself and practically a neighbour of Greenhead, did not wish to exercise the power of sale personally, and for that reason, as I before stated, Mr. Hill came into the matter so as to exercise his powers. Having acquired the property through the Registrar, Greenhead arranged with Mr. Hill that he would give up possession, but, although he had not paid what he should have done under the mortgage, he afterwards refused to give up possession unless he was paid some money for so doing. When Mr. Hill, in conjunction with Arrowsmith, afterwards decided that a lease should be given and an opportunity to Greenhead to repurchase, in view of his previous experiences with Greenhead, got the first step—the absolute assignment of the policy, representing £200 of the future purchase-money—as a sort of guarantee from Greenhead before entering into the documents which Mr. Hill afterwards instructed me to prepare.

With regard to Mrs. Hill's evidence: Prior to instituting the first proceedings, *Griffiths v. Greenhead*, I got Mrs. Hill to attend at my office to formally confirm her signature to documents. As far as Mr. Hill was concerned, there was no more honourable man in the profession.

I was acting under Mr. Griffiths's instructions.

EDMUND MAHONY.

The date "15 March, 1898," on the transfer of the policy Greenhead to Hill is in the handwriting of Walter James Hill.

EDMUND MAHONY.

Taken and sworn at Auckland, this 18th day of December, 1907,
before me,—

HERBERT W. BRABANT,
Stipendiary Magistrate.

Proceedings adjourned until 9 a.m. on Thursday, the 19th December, 1907.

THURSDAY, 19TH DECEMBER, 1907.

EDMUND MAHONY saith,—

I produce my deeds-engrossment book commencing on the 1st April, 1897, which shows that on the 7th April, 1898, three days after being instructed, the lease in duplicate and the agreement in duplicate were both engrossed. One was engrossed by Mr. Cawkwell, and the other by Mr. Whalley. Mr. C. A. Cawkwell is stated in the book to have engrossed the lease Hill to Greenhead. The two deeds of lease which have been produced—one on my file and the other from the Deeds Office, were engrossed by Mr. C. A. Cawkwell. They are in his handwriting. The alterations in the body are in Cawkwell's handwriting. The copies of agreement on my file are by the book said to be engrossed by Mr. Whalley, but one only is engrossed by Whalley and the other by Cawkwell. The one marked by the Registrar of the Supreme Court "Exhibit G, 5/6/05" and "Exhibit B, 12/12/04" is in the handwriting of Whalley. The lease agreement and transfer of life policy were practically one transaction, but the transfer of the lease took place before the other matters. Mr. Nicholl is quite wrong in stating they were all signed at the one time. I say so because the other documents were not prepared until after the transfer of the life policy. They were not prepared until about twenty-one days afterwards. The date "15th March" on the policy is in Mr. Hill's handwriting.

I know Mr. Hill was in town in the month of May. My explanation of alteration of date from the 15th May to the 11th April in the leases is as follows: The date of 15th May was inserted

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

on that occasion, and made a promise you did not keep. You had Mr. Cotter's advice, and he came and saw me. He sent you up to me, and you paid the £5 to me. I put before Mr. Cotter one copy or the other of the only agreement that ever existed between you and Mr. Hill that I ever heard of. It was our duty to get in the money, and it did not matter that the maturity was only four months off. The agreement was to bind you hand and foot to carry out a contract and to make it perfectly clear how Mr. Hill could lawfully secure your insurance-money minus certain payments.

EDMUND MAHONY.

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

HERBERT W. BRABANT,
Stipendiary Magistrate.

Mr. GREENHEAD states,—

I contend still that the deed upon which His Honour Mr. Justice Edwards gave his judgment is not here. Is it not possible that Mr. Thomas's initials might have been copied the same as the signature?

It makes no difference to me what the object was in forging the documents.

It is now alleged the property belongs to the Arrowsmith Estate. That is the only object I can see. I doubt now if Mr. Buddle or Mr. Reed are aware of all the alterations in these documents.

I suggest that if everything was carried out the proceeds would have gone into the hands of Mr. Griffiths, Mr. Mahony, and Mr. Cossar.

I produce Mr. Griffiths's letters simply to show I called his attention to the blue stamps.

CHARLES HENRY GREENHEAD.

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

HERBERT W. BRABANT,
Stipendiary Magistrate.

REES GORING THOMAS saith,—

To Mr. Greenhead: I am Registrar of the Supreme Court at Auckland. I have no copy of the documents on Mr. Mahony's file. The initials "R.G.T." on Mr. Mahoney's file are mine. Both copies of agreement on that file were produced at the trial at the Supreme Court of the case Griffiths v. Greenhead. They were both initialled by me at each trial. The initials on the back of them in each case are my initials. The two agreements are those which were produced at each trial. The deed of lease on Mr. Mahony's file was also produced at both trials, and bears my initials and the dates of production.

The copy of the agreement marked by me at second trial "G" I am positive was produced at the second trial.

The copy marked by me at second trial "Exhibit H" was also produced at second trial.

I have never known of copies of deeds which are attached to a statement of claim showing exact alterations which were made in original deed.

I never noticed the stamps on the documents produced in Supreme Court. I do not know that I ever looked at the inside of the documents.

I am certain, notwithstanding what Mr. Greenhead says, that the deed of lease was before His Honour at both trials. It bears my initials and the date of production.

[NOTE.—Mr. Greenhead says with reference to deed of lease he was under the impression it had not been produced at the Supreme Court. "Having heard Mr. Thomas I am still doubtful about it." "With regard to the two memoranda of agreements I still say they are both forgeries."]

Mr. Thomas continues,—

I am acquainted with the late Mr. Walter James Hill's handwriting and signature. In my opinion the signatures to both agreements are his, and I am also of opinion that the alteration from "tenth" April to "eleventh" April is in Mr. Hill's handwriting.

I am not able to say anything about Mr. Greenhead's signature.

R. G. THOMAS.

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

HERBERT W. BRABANT,
Stipendiary Magistrate.

CHARLES FREDERICK GRIFFITHS saith,—

I am a solicitor, practising in Auckland for twenty-six years past. I was plaintiff in the case of Griffiths v. Greenhead as trustee for William Arrowsmith.

To Mr. Greenhead: I recognise the agreement in duplicate attached to Mr. Mahony's file. They were a short time in my possession on the death of Mr. Hill. I showed them to you in my office. You challenged them then. These are the same documents I showed you, and there are no other documents. I have not the slightest hesitation in saying that the signature "Walter James Hill" to the agreements and to the deed of lease are the signatures of Mr. Walter James Hill, and as to Mr. Greenhead's signature I have not the slightest doubt in the world that it is his. I have seen the deed of lease marked "A" often. It is a duplicate of that attached to Mr. Mahony's file. My statement as to the signatures to the agreement applies also to that deed. I saw both documents before the action was commenced. The deed was deposited on a requisition by somebody after the action.

[Mr. Greenhead produces copy letter Griffiths to Arrowsmith (see Exhibit S).]

I have a copy of that letter (14/10/02). To get a reply from Arrowsmith would require a few days. I cannot speak as to the dates.

The letter refers to a property Mr. Greenhead was about to purchase. I searched the title, and found the title was lost. I wrote to Mr. Arrowsmith, who was advancing the money, informing him as to the state of the title. The deed went through, and everything was fixed up. I produced the letter to the Court, as you alleged I had not been careful enough. Mr. Arrowsmith wished me to take over the property, as he was too ill to bother with you, and then he asked Mr. Hill, who took it over, and put you in a position to regain your property.

I handed the documents to Mr. Mahony, who was acting under my instructions. If any documents were produced to Mr. Cotter and Mr. Brookfield, then the documents on Mr. Mahony's file were the documents produced, and there are no other documents.

If you were sued for rent I gave instructions to sue you. You confessed judgment. All the documents on Mr. Mahony's file, which are marked by the Registrar, were produced before His Honour Mr. Justice Edwards. I have not seen any other documents. I have not the slightest doubt these are the only documents and that there are no others. I remember your saying that was not your signature to the agreement, and I replied "That is nonsense." The alterations were made before the documents ever came into my hands. I recollect your telling the Judge that the signature on the agreement and the initials were not yours. Both the agreements were before the Judge.

I have read the covenant (5) in the lease. I cannot remember whether I exercised any powers under that covenant. I do not remember taking any action to put you out.

I have read the letter Mr. Mahony to you dated the 7th February, 1903 (see Exhibit J). I instructed Mr. Mahony to write that letter. Mr. Hill had not assigned to me by deed at that time. We expected when the policy matured that everything would be settled up. When Mr. Hill died I instructed Mr. Mahony to hand me all the securities.

I have read Mr. Mahony's letter of the 18th February, 1903, to you (see Exhibit J). If the estate was not absolutely assigned to me at that time it was not my fault, but I instructed Mr. Mahony to write the letters.

I have nothing to show the life policy was in Arrowsmith's estate. I only know what Mr. Hill told me, and the entries in Mr. Hill's books. I paid the premiums to keep the policy alive from 1900 to 1904 out of the Arrowsmith estate. I have no writing to show the connection of the policy with Arrowsmith's estate.

I cannot say if the policy was assigned on the 11th July, 1903. According to the policy the date of assignment to me was the 16th October, 1903. The assignment must have taken place at Mr. Mahony's office. I do not remember if Mr. Cossar and Mr. Mahony were present when I signed that form. I do not think they were. I did not see Mrs. Hill sign, but I know it is her signature. I say on the face of it that policy is legally assigned to me.

The only time I remember Mr. Buddle was present in Mr. Mahony's office was when he read over an apology from Mrs. Hill. I think on that occasion there were some documents signed.

I gave Mr. Mahony instructions to sue you for rent in arrear. The agreement secured rent due when the policy matured, but did not debar us from suing for rent in arrear.

The account you produce (see Exhibit J) was made out by Mr. Mahony on my instructions. It is correct. You were sued on it, and we got judgment for it.

CHAS. F. GRIFFITHS.

I have nothing to say concerning the correspondence (Exhibit O) read by Mr. Greenhead between myself and Mr. Greenhead and Mr. Mahony and Mr. Greenhead. Four of the letters are marked by the Registrar of the Supreme Court.

CHAS. F. GRIFFITHS.

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

HERBERT W. BRABANT,
Stipendiary Magistrate.

FREDERICK WILLIAM BROOKFIELD saith,—

I am a solicitor practising at Auckland.

To Mr. Greenhead: I remember your seeing me with reference to moneys claimed by Arrowsmith's estate. You called with reference to an originating summons issued by the A.M.P. Society. I saw Mr. Mahony on your behalf. This was an originating summons issued by the society to get a decision as to what should be done with certain moneys due under a policy on Greenhead's life. The policy had been assigned, and Mr. Greenhead had given notice to the society not to pay under the assignment. I advised you to let the money be received by the claimant, because, as I pointed out to you, if you did not do so, you would only incur unnecessary expense, it being clear to me that somebody was entitled under the assignment, and I told you it would not matter to you who got the money so long as you got credit for it as against the money due under the assignment, and so long as any balance was allowed off your purchase-money for the land. You fell in with the advice, and withdrew your opposition, and the money was paid over to whoever claimed it—Mr. Mahony, I think. I attended at Mr. Mahony's office to see what claims they were making, and to see the assignment. Mr. Mahony, when first I went up or subsequently on same day, showed me a statement giving as nearly as he could make out the amount that was due. Either he supplied me with a rough copy or I took one. I told you what the amount was, or showed you the rough copy. I remember it for this reason, because Mr. Mahony had some pencil notes as to some costs on the statement, and was not quite sure whether they were to be charged. I could not tell you from recollection whether I wrote to Mr. Mahony. It would be about the time I withdrew your opposition to paying the money. No doubt I brought the deed to my office for you to see, but I do not

recollect. I know that at the time you contended there was some misunderstanding, or, as you thought, a fraud. You seemed to contend your 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.

FRIDAY, 20TH DECEMBER, 1907.

LUKE HALLAN HOLLOWAY saith,—

I am Deputy Registrar of Deeds at Auckland.

That is my signature on the back of Exhibit A, No. 8937. The deed is a deposit in our office. It is not registered, but is deposited. It was deposited on the 7th July, 1905. I produce the cash-book of Registrar of Deeds for the month ending the 31st July, 1905. On the 7th July, 1905, is an entry, "No. of instrument, 8937; from whom received, E. Mahony; fee paid, 10s." It would probably not be received personally from Mr. Mahony but from one of his clerks. I do not know anything about the deed of lease on Mr. Mahony's file. The ten-shilling stamp on Exhibit A is the deposit fee put on in our office. The signatures on both deeds appear to be similar, and I should think were signed by the same person. I know Mr. Hill's signature. The signature on each deed has every appearance of being his. I should not question it myself. I have known it for many years.

To Mr. Greenhead: I do not remember Mr. Greenhead calling in August or September, 1905, but the search-book would show if he did.

I produce the Deeds Office search-book, which shows that Mr. Greenhead made a search on the 23rd August, 1905. The book contains his signature, to which is attached a shilling stamp, which is the search fee. The book contains no information as to what was searched, and I do not know what was searched. It could only be a deposit search, the fee for which is 1s.; a deeds search would be 2s. I do not think there are any means of finding out in the office or from our officers what was searched. No written record is kept of what was searched. It would only be a matter of memory.

The search-book I produce is from March, 1905, to February, 1906. I am quite certain no leaf is missing from it. The book is not folioed, but each page is added up and the totals carried forward to the next. The book has been audited.

I produce search-book containing entries for the 6th November, 1906, which shows that on that date Mr. Greenhead made a search, for which he paid 1s., stamp annexed. That would be a deposit search. I do not recollect Mr. Greenhead asking me on one occasion, "Where has the fine stamp gone?" I do not think I should have been likely to hand you the deed and tell you to take it up to the Stamp Office and inquire there. That is not the custom. It is quite possible you asked me if I could tell you when the fine was paid. We always answer questions, and make it as plain as we can. I could not recollect if you said, "There is no date at all showing on this fine stamp." I should say I did not intrust you with a deed to take up to the Stamp Office by yourself. I do not recollect asking you if there was any trouble about that deed. I do not recollect walking out with you to the front door and asking who were the parties involved. The clerk receives documents for deposit. He passes it on to me to see if it is correct for deposit. Then he numbers it and puts the entry on it and enters it in the book, and it comes on to me with the day's work, and I sign his entry on the document. I signed Exhibit A on the 7th July, 1905. It is dated the 7th July, but I might have signed it on the 8th July. I do not think I might not have signed it until the 9th. The entry, however, is put on the day it is received. That is my signature under the entry on Exhibit A. I am quite certain the entry on Exhibit A has not been put there within the last six months. The initials "R.H.B." are those of Mr. Bourke, the officer who received the deposit and who made the entry in the search-book. It is quite possible I did tell you that.

I produce your letter to Registrar of Deeds. That produced by you is my reply.

The deposit No. 8937 has never been taken out. There is no other 8937, and I signed no other. It had not been removed from the office until sent up to Mr. Brabant two days ago for the purpose of this inquiry. It could not be taken out and another one substituted without a fresh indorsement being put on. Another could not be substituted without my knowledge. Supposing Mr. Mahony or Mr. Cossar or any other legal gentleman had asked for the deed, I should certainly not have given it to them. I am perfectly certain and positive the deed 8937 has not been out of the office until sent to Mr. Brabant. If any one wants to see a deed deposited, myself or one of the clerks obtains it for the purpose of showing it. Solicitors and others have certain privileges of searching if they pay the fees. Any one can search if they pay the fees, but a deposit is a different thing. That must be asked for, and it is given them by one of the officers. I do not think it is possible for any one to go to the pigeon-holes and substitute one document for another. I say Exhibit A is the document deposited as 8937, and no other. None but an officer is allowed to go to them. The deposit is not complete until it is signed, and then it is put into its place. We have not used date-stamps with any colour to cancel stamps for many years. We used to use not an oblong, but a round stamp for cancelling stamps, but that was many years before this document was deposited. It is a very long time ago since blue half-crown stamps were used. It is one of my duties to see that a document is properly stamped. If a document bore blue half-crown stamps I should not take it.

I recollect Chief Detective McIlveney coming to the office. He was shown the document No. 8937 (Exhibit A). Mr. Bamford was present. I should not consider that in making a copy of that deed the copyist should copy the erasures in the deed. The certificate of the detective would not lead me to suppose that I produced some other deed to him. The detective may have had some reason for not marking the document I showed him. The blue-pencil mark under the stamps affixed in the Stamp Office are probably the assessment marks of Stamp Office. When a document is presented for stamping a form is filled up and a number given it, and a corresponding number put on the document.

It is not possible that the stamps on Exhibit A could have been tampered with while the document, Exhibit A, was in my custody. No stamps have been removed from the document since it was placed in my custody.

If you were to say that you saw a document with the No. 8937 on it, with a date-stamp with a large black crown comprised in the date-stamp with a date 14/6/98, I should say you were mistaken.

If you were to say that you saw a document here with one half-crown brown stamp on it with the date 9/6/98 and another stamp apart from that stamp with no date-stamp whatever on it—a two-shilling stamp something the same colour as the half-crown stamp—I should say you were mistaken, because there is no two-shilling fine stamp. A fine stamp covers any value. You could not have seen such a thing on a document No. 8937.

If the date-stamp showed clearly on the stamp there was no necessity to send you upstairs to ascertain the date duty was paid. You would have to go upstairs to ascertain the amount of fine. I never cancel stamps. I never wrote my signature across a ten-shilling stamp or just underneath. I may have done so when I was a clerk, but not since I was Deputy Registrar. I have been in this Deeds Office since 1883, I think.

L. H. HOLLOWAY.

Taken at Auckland, this 20th day of December, 1907,
before me,—

HERBERT W. BRABANT,
Stipendiary Magistrate.

In the course of Mr. Holloway's examination Mr. Greenhead says,—

I wish to state that I stand by the statement I made to Detective McIlveney with reference to the deed Exhibit A, and I further say that there has since the 7th July, 1905, and the present time another complete set of documents—that is, a deed in duplicate—been through the Deeds Office under the number 8937. The deed 8937 was deposited first between then and November—No. 8937. I do not say that document Exhibit A was removed and another similar document substituted. I say the document marked by Mr. Holloway was removed, and another substituted for it. It was removed from the office when I came to see it. I do not know where it was removed to. I called and saw Mr. Holloway at the end of August or beginning of September, 1905. I made a note in the book produced at the time as follows: "No. of stamp and date: 2004, 14/6/98. On deposit in office on 6/11/06. [Large crown, 14/6/98, ten-shilling stamp (punctured), date 9/7/05 in blue, rubber stamp.] Wrote Sir Joseph Ward *re* removal of deed 9/11/05 "R.H.B." on ten-shilling stamp 7/7/1905, 1st June, 1907, seen with Mr. Massey and J.H.G. on 28th May, 1907." Mr. Massey was here present with me on the occasion.

On seeing the search-book produced by Mr. Holloway Mr. Greenhead says,—

"I was in the Deeds Office two or three times, and I declare the leaves have gone from that book. I am making a mistake: it was on the 6th November, 1906, not the 6th November, 1905. Yes, I am quite right. I stick to the statement that the leaves have gone from that book for the 6th November, 1905—that a leaf is gone."

After the 1st August, 1905, I wrote to the Registrar of Deeds, calling his attention to deed No. 8937, asking his special attention to that document. I did not get a reply, and wrote a second time. I marked the envelope outside, "Strictly private."

I produce a letter I received from Mr. Holloway, dated the 29th August, 1905.

I am prepared to prove the document was removed from the Deeds Office.

The entry of deposit on Exhibit A has been put on since I saw it last. This is the first occasion I have seen the deed with Mr. Holloway's signature on it. There was no name on it at all when I saw it in the Deeds Office. I say another similar one with the No. 8937 has been through the Deeds Office. At least two others have 8937 on them. There was a blue rubber date-stamp on one.

I produce a letter from the Secretary of Stamps *re* blue stamps (Exhibit B).

I suggest that as soon as the detective had gone the document I saw was put back in its place.

CHARLES HENRY GREENHEAD.

Taken at Auckland, this 20th day of December, 1907,
before me,—

HERBERT W. BRABANT,
Stipendiary Magistrate.

WILLIAM GREER FLETCHER saith,—

I am Stamp Clerk at Stamp Office at Auckland. I have been in the Auckland office over fifteen years, and I was so on the 14th June, 1898. I have seen the document produced (Exhibit A) before. That document, No. 8937 (Exhibit A), was presented for stamping on the 14th June, 1898, by E. Mahony, who is a solicitor. I could not say whether personally or by his clerk. There were two documents put in together. That produced (Exhibit D), duplicate copy of deed on Mr. Mahony's file, is the other document. That document bears my initials. The duty was collected on the two documents, and amounted to 5s.—namely, 2s. 6d. on each, and a fine or penalty of 25 per cent. upon the duty. The total amount paid by Mr. Mahony for duty and fine was 6s. 4d. Both documents were subsequently lifted from Stamp Office by Charles W. Harvey, a clerk in Mr. Mahony's employ. I have omitted to mention that the Stamp Office number, 2004, was put on each document. That is the number of the requisition for stamping. We get authority periodically from the Commissioner to destroy certain books and documents after they have been audited. The requisition No. 2004 has been destroyed. Requisition E, under "The Stamp Act, 1882," being an application for stamping an instrument after execution, was put in in duplicate. One copy we keep and the other goes to the Auditor-General.

I have no doubt that the documents produced are the documents which were stamped under that requisition.

It is certainly not possible that a document stamped on the 6th June, 1898, could be stamped with a half-crown blue stamp. As far as I am aware, there has never been a blue half-crown New Zealand stamp. Certainly not within the last twenty-five years. Further than this, a document would not be deemed to be stamped if only an uncanceled stamp was placed upon it. Supposing it did not have a date-stamp on, it might have had the Commissioner's seal on.

To Mr. Greenhead: If the deed had been brought in on the 16th May, 1898, there would have been no fine payable. If the date 28th February, 1898, had been the date of the deed instead of the 16th May the fine payable would have been £5. The date being 11th April, it reduced the fine. I can account for the marks visible under the stamp. The practice in the office is to mark all deeds with a blue pencil as a guide to the office when stamping. The mark on deed 8937 is "2/6 f.p."—that means 2s. 6d. duty and a fine-paid stamp. I am quite sure the documents were stamped in 1898, and at the same time. The mark on the front of the "F" on the bottom of the date-stamp is a mark made by a bit of lead on the die. That peculiarity is on the die at the present moment. Regarding the blue stamp referred to by Mr. Greenhead, I believe there was a brown half-crown stamp with blue lettering; but it could not possibly be called a blue half-crown stamp.

The pressure is not always the same, or evenly applied when putting the date-stamp on.

WM. G. FLETCHER.

Taken at Auckland, this 20th day of December, 1907,
before me,—

HERBERT W. BRABANT,
Stipendiary Magistrate.

Statements made by Mr. Greenhead during the examination of Mr. Fletcher:—

I say neither of these are the documents produced before the Supreme Court, notwithstanding the indorsement of the Registrar. The one produced in the Supreme Court had two blue half-crown stamps not exactly the same shape. One of the stamps was dated the 6th June, 1898, and the other stamp had no date—was not cancelled in any way. I suggested it had never been near the Deeds Office. I suggest the blue stamps were taken off an old document for the time being for the purpose of deceiving His Honour Judge Edwards.

C. H. GREENHEAD.

Taken at Auckland, this 20th day of December, 1907,
before me,—

HERBERT W. BRABANT,
Stipendiary Magistrate.

WILLIAM GREER FLETCHER continued,—

I produce form Requisition E referred to in my previous statement, and samples of impressions of date-stamp taken in the presence of Mr. Brabant and Mr. Greenhead to-day.

The receipt-book for documents shows 6s. 4d. paid on the stamping of the documents.

An application is made on requisition E for stamping. Provided the duty assessed agrees with down on form E the document is then stamped and issued, a receipt being taken therefor in the receipt-book produced. The requisition is entered through the cash-book to account for the cash received, and entered through the stock-books to account for the stamps issued. Our accounts are made up weekly, the Controller and Auditor-General being supplied with a verified copy of the cash-book, and supported with the requisitions for the period dealt with. The item 6s. 4d. could be traced by the Auditor-General through the copies of account I have sent him in 1898.

WM. G. FLETCHER.

Taken at Auckland, this 20th day of December, 1907,
before me,—

HERBERT W. BRABANT,
Stipendiary Magistrate.

2 p.m.

Mr. GREENHEAD says,—

With regard to agreements on Mr. Mahony's file, I say that the one dated the 11th April, 1898, with the Registrar's initials, 5/6/05, is the one that was before His Honour Judge Edwards. It is signed "Charles Henry Greenhead," initialled "C.H.G." on the stamp. I now notice other initials that were not there then. I am referring to the one marked "Exhibit H, 5/6/05," and "Exhibit B, 12/12/04." I say it was *not* before the Judge at previous trial on the 12th December, 1904. I do not for a moment say the Registrar has put his initials there when it was not produced before the Judge. The agreement originally dated the 10th April, 1898, and altered to the 11th I am sure was not produced at the trial on the 5th June, 1905, and seen together with the other by His Honour. There was only one agreement shown to me on that occasion. A corresponding deed of lease of even date with the first-named agreement, and without any alterations in date, was produced and the signatures compared by His Honour. Neither of the deeds of lease now produced, dated the 16th May originally, which date has been tampered with subsequent to signing, and of which I knew nothing, and had April 11th added over the top—neither of these were compared with the two agreements dated originally the 10th and 11th April, 1898. I have never seen any deed or agreement with any alterations in the date until August, 1905, after the trial, and after I had written to His Honour. I then saw it in the Deeds Office under 8937. As soon as I discovered this I at once went to Mr. Wynyard and told him the deed in dispute, and which he paid Mr. Mahony a guinea to deposit, had not been deposited, and I strongly insisted to Mr. Wynyard it must be done, as it bore the Registrar's initials as being put in evidence. The one in the Deeds Office, No. 8937, has not got the initials. I then also wrote to Mr. Griffiths,

clearly pointing out that His Honour had never seen this deed. The one before him being a corresponding document with the agreement dated the same in all ways, 11th April, same as agreement marked "G," with Registrar's initials—no alteration in dates appearing, therefore when His Honour compared them he had no doubt whatever, neither had I then. It was not until after the discovery of No. 8937—until August. Later on again I wrote to His Honour, pointing out that the agreement produced at first trial bore the signature of "Charles H^y. Greenhead." The document produced as exhibit is "Charles Henry Greenhead." Now, after Mr. Thomas's evidence yesterday—he said the two agreements bearing his initials, also the deed of lease bearing his initials, were placed before His Honour—with the highest respect to Mr. Thomas I must deny this, and say that only the one marked "G," together with a corresponding deed of even date which is still missing, were the documents compared by His Honour. So this will make it appear that His Honour had three documents before him, all having different altered dates—one only being declared a forgery, and yet His Honour asking no questions whatever as to the meaning of the alterations, and I submit that His Honour has not up to the present time seen one of the documents containing the alterations in dates.

Mr. Mahony has objected, and not deposited the one marked by the Registrar as requested. I would point out Mr. Mahony has said the alterations have been done by Mr. Cawkwell (I think was the name he mentioned), and initialled by Mr. Hill, while Mr. Brookfield voluntarily said yesterday the writing was Mr. Hill's. [Struck out at request of Mr. Greenhead.]

Mr. Mahony was present on the first day, and heard Mr. Nicholls give his evidence at the inquiry. Mr. Nicholls gave evidence for Mr. Mahony at each trial. He has also, I believe, made a statement to the Chief Detective last month. Mr. Mahony did not attempt at any part to challenge the witness's statement. Now he has left the inquiry, Mr. Mahony states Mr. Nicholls is wrong. I am referring to Mr. Nicholls witnessing the life-policy assignment and the two deeds and the two agreements.

I challenge Mr. Mahony's statement and his books as to his not receiving instructions until the 4th April. I say by referring to his book showing instructions received on the 4th April as being quite correct and in accordance with Mr. Hill's promise; but I positively declare that every transaction in connection with signing, paying costs, transfer of policy was all completed in March. If Mr. Mahony's journal is a true record, then it will show instructions to prepare lease and agreement about the 20th February, 1898. Mr. Mahony's cash-book or some other book should also show the date of receiving the £17 16s. 6d. costs after all was completed.

Referring to the 4th April, that refers to Mr. Hill's promise to see that I had a copy sent to me. Mr. Hill told me one was for him to keep, and that one was to be deposited, but that he would see I had a copy. That is what Mr. Mahony's instructions of the 4th April refer to. No deed was deposited then or until seven years afterwards.

C. H. GREENHEAD.

Taken at Auckland, this 20th day of December, 1907,
before me,—

HERBERT W. BRABANT,
Stipendiary Magistrate.

MR. GREENHEAD.—I wish to put in documents marked "Exhibit S."—CHARLES HENRY GREENHEAD.

NOTE.—Exhibit A (Deed of Lease 8937) left by Mr. Brabant with Mr. Bamford.—HERBERT W. BRABANT, S.M.

MR. GREENHEAD says,—

I beg to ask your Worship that the inquiry may stand adjourned to about the middle of January in order to obtain the evidence of Detective McIlveney, who is ill, and I want also to obtain other evidence.

CHARLES HENRY GREENHEAD.

Taken at Auckland, this 20th day of December, 1907,
before me,—

HERBERT W. BRABANT,
Stipendiary Magistrate.

Inquiry therefore adjourned until the 15th January, 1908, at 10 a.m.

HERBERT W. BRABANT,
Stipendiary Magistrate.

Inquiry further adjourned until the 17th January, 1908, at 10 a.m.

HERBERT W. BRABANT,
Stipendiary Magistrate.

FRIDAY, 17TH JANUARY, 1908.

EDMUND MAHONY saith,—

The Magistrate's Court summons was issued on the 6th October, and the hearing was on the 21st October.

My bill of costs (Exhibit J) is marked "Exd. 30/6/1904," and the second item therein—"October 21, preparing and issuing Magistrate's Court summons and attendances *re* same, £1 1s."—is the entry I refer to taken exception to by Mr. Greenhead. The attendances continued up to the 21st October.

I produce my Magistrate's Court summons-book covering the month of October, 1903, in which all entries of Magistrate's Court summonses issued are made, and I draw attention to the entry therein of the summons Griffiths *v.* Greenhead, Plaintiff No. 1886, which shows the correct date

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

was a private interview in Mr. Bamford's office with him personally. He sent into the Deeds Office and had the document brought into his office, and compared it with my letter of 1905, and on that account I did not have to pay or sign my name on the record-book. That is my explanation for stating the leaf must have gone. I was speaking from memory.

C. H. GREENHEAD.

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

HERBERT W. BRABANT,
Stipendiary Magistrate.

WILLIAM BERNARD McILVENEY saith,—

To Mr. Greenhead: I am Chief Detective on Headquarters staff in Commissioner's office, Wellington.

I remember interviewing you, I think, in March last. I was instructed to thoroughly investigate charges you had made, and in which Mr. Mahony and Mr. Cossar were concerned, with a view to criminal proceedings being taken if I ascertained that there was evidence to support the charges or any criminal charge. When I saw you at Waiuku and heard your statement I told you I thought there was reasonable ground for making an investigation, more particularly with regard to accounts that had been sent you by Mr. Mahony. I think I was here a fortnight investigating. I came across nothing whatever in Auckland that warranted my sending for you to explain any matter. I think you said in your statement to me that you would be satisfied with the result of my investigations. I think I put that question to you. You gave me two copies of the deed, I think. One you said was produced at first hearing at Supreme Court, and the second on the second hearing. I think I did ask you how you intended to prove the falsity of the deed. I may have said to you—but I do not remember doing so—that the whole question hinged on the dates of the deeds. I know you were complaining the deeds were not correctly dated. The whole thing had to do with the Arrowsmith estate as well, but the date had nothing to do with that. You thought the date had not been altered by Mr. Hill. I asked you who your witnesses were, and from what you told me I said the witnesses were really the persons concerned, and the documents were in their hands. There was no evasion of stamp duty so far as I recollect. On the contrary, the alteration of date caused the infliction of a fine of 25 per cent. of the duty. It is my invariable practice to initial every document produced to me if retained in my custody. I compared your copy of deed of lease with that in the Deeds Office and found both correct. I placed a memo. to that effect on your copy (Exhibit S). In my opinion there were two original deeds. The dates had been crossed out and the date 11th April substituted, and the alterations initialled by Mr. Hill. I think there were alterations in both of them. In saying yours was a true copy I mean it is a true copy of the deed as I saw it. I do not think I initialled any deed not handed into my custody. I do not think I initialled the deed I saw in the Deeds Office. I never had possession of it. The deed produced, No. 8937 (Exhibit A), bears the same number as that I saw at the Deeds Office, and to the best of my belief is the same I there saw. If you say you would swear the deed No. 8937 is not the one I was shown at the Deeds Office, then I can only refer you to Mr. Luke Holloway, who showed me the deed. Mr. R. H. Bourke, a clerk in the Deeds Office, asserted that it was the actual deed received by him from Mr. Mahony. I saw Mr. Bourke on the 16th March. He said the indorsement on the deed was in his handwriting, also the date on the stamp and the initials "R.H.B." on the stamp. I do not think there is any doubt that produced No. 8937 is the deed I saw at the Deeds Office. If you allege that four other documents bearing the number 8937 were deposited in the Deeds Office between the 7th July, 1905, and present time, then I should say you were suffering from a delusion. I reported as a result of my investigation that you were completely at sea. It is nonsense to say that two different agreements were produced at the Supreme Court.

[NOTE.—Mr. Greenhead asserts that the deed Exhibit A has been deposited since Mr. McIlveney was shown the deed he speaks of.]

Mr. McIlveney continues,—

A question arose about stamps. I found nothing wrong with any date-stamps as far as I can remember. I found only one deed of lease had been produced in Supreme Court. I also found that there had never been an issue of blue half-crown stamps in New Zealand. The deed I saw in the Deeds Office was examined by Mr. W. G. Fletcher, of the Stamp Office, who went into it very thoroughly. He said, "The document (deed of lease, with Registrar of Supreme Court indorsements, in *Griffiths v. Greenhead*, cases 1904 and 1905) now shown me is the second document stamped for Mr. Mahony on the 14th June, 1898, the other document being the deed of lease now deposited in the office of the Registrar of Deeds at Auckland under No. 8937. There has not been a blue issue of half-crown stamps." I do not remember any discrepancy in the date-stamps. I have now compared the date-stamp on both deeds produced (A, and that on Mr. Mahony's file), and I detect no difference. The additional mark on one date-stamp is a blotch. It all depends on how you strike with the stamp. I had some seven years' experience date-stamping in the Post Office. I saw the two agreements on Mr. Mahony's file. I think the signatures "Greenhead" on each agreement were written by the same person. The contents of each document are exactly the same. Therefore there was no motive to forge a signature. The cancellation of the stamp and alteration of date in the agreements are in Mr. Hill's handwriting. That I am satisfied of after my investigation.

You made a charge of what you called "falsifying accounts." My investigation showed there was no falsification of accounts, but that in each altered account you gained an advantage, and not Mr. Mahony.

Mr. Mahony, Mr. Griffiths, and Mr. Cossar gave me any information, and showed me every thing I asked for. The accounts were really amended accounts, and not falsified accounts. The result of my investigations has been that there is no criminal charge for them to answer. My explanation concerning the accounts is contained in page 9 of my report to the Commissioner of Police.

With respect to your allegations concerning the Arrowsmith estate: I saw every document and receipt there was to be seen, and I was positively satisfied there were no grounds for your allegation. The property was held by Mr. Hill as trustee in Arrowsmith's estate. Mr. Hill included in his declaration as executor in the Arrowsmith estate the property you occupied, as portion of the Arrowsmith estate. I embraced your allegations under seven distinct headings, and I found that your (Mr. Greenhead's) allegations were insupportable by evidence.

I had a long statement from Mrs. Hill, and at her house I saw Mr. Hill's ledger. I also saw Mr. Thomas Buddle, who gave me a statement in his own handwriting. (See letter attached to report of Chief Detective McIlveney.) I took a copy of Mr. Hill's ledger, and that is attached to my report. The ledger shows that when Mr. Hill got any money from you he paid it into Arrowsmith's account. Your allegation that the Arrowsmith estate had lost control of your property was absolute humbug. After the 30th June, 1900, Mr. Hill no longer kept an account, and you will find the matter was then taken in hand by Mahony and Griffiths. Arrowsmith died in July, 1900, and Mr. Hill and Mr. Griffiths became his executors. Mr. Griffiths showed me a letter to Greenhead dated the 17th April, 1901, demanding payment of arrears. It was signed by Hill and Griffiths. That was during the lifetime of Hill.

My report shows that the charge of £17 16s. 6d. made against you was the commencement of the trouble. You informed me that if that charge had not been made you would have made no allegation against Griffiths and Mahony (see pp. 24 and 25 of my report).

I say no offence has been committed against the Stamp Act.

I have no doubt that the documents are genuine, and that the signatures are yours.

W. B. McILVENEY.

Taken at Auckland, this 17th day of January, 1908.

before me,—

HERBERT W. BRABANT,

Stipendiary Magistrate.

Inquiry adjourned until the 18th January, 1908, at 10 a.m., Mr. Greenhead stating he could not attend at an earlier hour owing to his staying some distance from the city.

HERBERT W. BRABANT,

Stipendiary Magistrate.

SATURDAY, 18TH JANUARY, 1908.

ROGER HARTY BOURKE states,—

I am a clerk in Deeds Office.

To Mr. Greenhead: With reference to deed No. 8937, the ten-shilling stamp was cancelled by me on the 7th July, 1905.

When a document is received for deposit it is received with the deposit fee on it. I received the document No. 8937. It bears a pencil memo. by me that I received it from Mr. Mahony's clerk. It is impossible for me to say the clerk's name at this date, but Mr. Cossar did all the registering at that time for Mr. Mahony.

I received it at about 10 o'clock on the 7th July, 1905. It might not reach Mr. Holloway for two or three days after that. The ten-shilling stamp would be on the document when lodged. The Deeds Office opens for business at 10 o'clock. It would not be true if it is said Mr. Wynyard deposited the deed.

My pencil note only indicates the name of the solicitor the deed came from.

To Mr. Brabant: The document 8937 has never been out of charge of the Department since.

The numbering is mine, and the words "Received for deposit at 10 a.m. 7th July, 1905," are in my handwriting. It is absolutely impossible that a deed could have been substituted for the original one.

There has been an audit since 1905. It is quite impossible that any other document bearing the same number could have been deposited since that time, because if there had been it would have been discovered by the Auditor.

To Mr. Greenhead: I cancelled all stamps in 1905. You could not have seen a document in the Deeds Office deposited during the year with the stamps cancelled by Mr. Holloway, or with his signature just beneath the stamps. We have never had a rubber stamp for cancelling stamps in my time in the Deeds Office. I could swear that my note under the No. 8937 was put there by me before half past 5 on the 7th July, 1905, or before 10 next morning. Mr. Holloway's signature would not be there on the 7th July, 1905. He may have signed it a week after that date. On the 28th May, 1907, Mr. Holloway's signature was on the deed No. 8937 as it is now.

R. H. BOURKE.

Taken at Auckland, this 18th day of January, 1908,

before me,—

HERBERT W. BRABANT,

Stipendiary Magistrate.

MR. GREENHEAD says,—

Mr. Bourke's statement just given partly corroborates the statement I made in first instance. I stated the date as the 9th July, and the document I saw in the Deeds Office had Mr. Holloway's

signature on or under the stamp inside, and the date on the stamp was the 9th July. Mr. Bourke says it is possible Mr. Holloway did not sign the memo. until the 9th July—that corroborates what I said about the 9th July being the date on the stamp.

C. H. GREENHEAD.

MR. GREENHEAD continues,—

It is not my desire in any way to cast any reflections upon any of the officials, but in going through facts I have been forced into the position, because the first origin of any trouble was in the Stamps Department, though most likely no fault whatever of the officials then; and, further, I might say that in writing to Wellington I mentioned the fact in a letter that either some of those interested in this transaction were in possession of a Government date-stamp or an official was in collusion. The reason for my making this remark is because one agreement that was put before me had two single shillings—brown stamps—on it, and had the Government date-stamp on each. This was brought by Mr. Brookfield into his office from Mr. Mahony's office. That would be at the very commencement in May, 1903. Another agreement that was put before me had a brown shilling stamp on, and that was the document that was put before me by Mr. Cotter that he got from Mr. Mahony's office. That would be on the 20th October, 1903. There was also an agreement put before me by Mr. Griffiths in about January, 1904, after I wrote to Mr. Griffiths appointing an interview. I asked Mr. Griffiths then where was the agreement produced by Mr. Cotter which had £131 in large printed letters on it in the body of the document. Mr. Cotter at that time called my attention to this, and asked if it was not plain enough to see that amount was owing and nearly covered the amount of the policy coming to my credit. Mr. Cotter advised me that the agreement was for the purchase of the property; the amount due for rent I would have to pay then, and advised me to confess judgment and pay some on account, which I did on the 21st October, 1903.

This statement is already contained in my written statement. I state it to the best of my recollection now.

When settling up with Mr. Mahony after my request for the deed that was before His Honour, Mr. Mahony refused to give me the deed, and, although paying him a guinea for the deed to deposit it, it was not done, and has not been done to the present time. It shows by the initials of the Registrar of the Supreme Court that the deed on Mr. Mahony's file was the one before His Honour, and if so, should have been deposited.

With reference to the two agreements on Mr. Mahony's file, I wish to draw attention to the qualifications contained in them—by qualifications I mean the description of occupations, and address of myself and Mr. Hill contained in the deed. In both agreements I am described as a "butcher," while the deeds describe me as a "farmer." I suggest this came about in this way: These agreements, said to be prepared on the 4th April, when the clerk had instructions to prepare them, there was an old deed of mine made between Haultain and myself, in which I was described as a butcher. I suggest the clerk looked up Haultain's deed, and took my occupation from it. In the original agreements the occupations of Mr. Hill and myself were respectively stated as "gentleman" and "farmer."

In Mr. McIlveney's report, in the account taken from Hill's ledger, there is one item, £131 9s. 11d. That was the amount paid to the A.M.P. Society in one sum, and would be the amount put in the one sum, in the space left for it in the original agreement.

C. H. G.

[NOTE.—At the request of Mr. Greenhead the Registrar of the Supreme Court has sent down the original receipts for the exhibits in the cases before the Supreme Court.]

MR. GREENHEAD continues,—

I contend that the receipts show that only one agreement was produced at first trial, because a receipt is taken for only one agreement marked "B," and no receipt for agreement marked "B1."

C. H. GREENHEAD.

Taken at Auckland, this 18th day of January, 1908,
before me,—

HERBERT W. BRABANT,
Stipendiary Magistrate.

Inquiry adjourned at Mr. Greenhead's request until 10 a.m. on Monday, the 20th instant.

HERBERT W. BRABANT,
Stipendiary Magistrate.

MONDAY, 20TH JANUARY, 1908.

REES GORING THOMAS saith,—

I am Registrar of the Supreme Court at Auckland.

To Mr. Brabant: The receipts for exhibits were not taken by myself. They are in the Clerk's handwriting in most cases. I have no doubt whatever that both agreements on Mr. Mahony's file, bearing date the 11th April, 1898, were produced at both trials, notwithstanding the fact that the agreement marked "B1" is not included in the receipts given for exhibits under that letter "B1."

To Mr. Greenhead: I would swear positively that the exhibit marks are in my handwriting, and that those two agreements were produced at each trial. I do not remember if you denied your signature to one or both of the agreements.

There is no doubt "B1" is omitted from receipts for exhibits on the first trial, but appears as "Exhibit G" on receipt for exhibits on the second trial.

I can give no explanation why the Clerk left Exhibit H blank in the receipt unless it was that he had already got it as Exhibit B. One receipt for exhibits on the first trial was made out by Mr. Mahony's clerk; the other three receipts are in my clerk's handwriting.

R. G. THOMAS.

To Mr. Greenhead: I would swear positively that the exhibit notes on the agreements are in my handwriting.

R. G. THOMAS.

Taken at Auckland, this 20th day of January, 1908,
before me,—

HERBERT W. BRABANT,
Stipendiary Magistrate.

MR. GREENHEAD states,—

I say that exhibit agreement marked "B1" was produced at the first trial, but not at the second trial. The other copy "B" was produced at the second trial, but not at the first trial.

I wished to call Mr. Massey, but he has not arrived, therefore I do not propose to call any further witness.

I put in a statement I wish to make (Exhibit A?).

C. H. GREENHEAD.

Taken at Auckland, this 20th day of January, 1908,
before me,—

HERBERT W. BRABANT,
Stipendiary Magistrate.

TUESDAY, 21ST JANUARY, 1908.

CHARLES HENRY GREENHEAD states,—

I am satisfied Mr. Mahony's bill for £3 11s. 4d. was not included in his bill for £17 16s. 6d. I never paid Mr. Mahony the bill for £3 11s. 4d. I paid him £1 1s. on the 6th July, 1905, at the same time demanding that the deed be deposited in the Deeds Office. I dispute the statement made to Detective McIlveney by Mr. Mahony *re* the £3 11s. 4d. account, and I want it inquired into (see last page of Mr. Mahony's statement in Mr. McIlveney's report). I want the whole of my account with Walter James Hill inquired into. That account commenced in 1898.

The petition does not cover the whole of my complaints. All these issues have arisen since the petition was before Parliament. I had no idea of these issues when I presented the petition. By "issues" I mean the infringement of the Stamp Act, the removal of the deed, the matter of accounts, and several other things I cannot recollect at the present moment. It is through the infringement of the Stamp Act that the trouble has been brought on me—that was the origin of it. The deed placed before His Honour was a bogus document, and had no alteration in dates, but corresponded with the agreement and copy attached to the statement of claim.

As far as I can think the only thing left to inquire into is the matter of accounts. I have no accounts myself other than the receipts I produced. I will let Mr. Hill's books speak for themselves. (See Exhibit H.)

"*Re* Walter James Hill and C. H. Greenhead [no date].

| | £ | s. | d. |
|---|------|----|----|
| Principal | 225 | 0 | 0 |
| Balance of interest, 28th July, 1897 | 6 | 10 | 0 |
| Interest, 28th February, 1897, to 28th February, 1898 | 15 | 0 | 0 |
| Insurance premiums | 6 | 6 | |
| " | 13 | 0 | |
| | 19 | 6 | |
| Less refund | 5 | 0 | |
| | 0 | 14 | 6 |
| Auctioneer's charges | 5 | 5 | 0 |
| Bill of costs | 17 | 16 | 6 |
| | £280 | 6 | 0" |

I got this document from Mr. Hill. At the same time I received the assignment of policy witnessed by Mr. Beswick, which was returned to me by Mr. Hill. I received the account at the same time as I received the agreements. About the 1st June, when I sent the rent down, I detected a mistake of £2 in the account, and deducted it from the interest. I would refer you to Mr. Hill's letter of the 16th June, 1898 (on file H).

After signing assignment of policy I returned it to Mr. Hill at once—about the next day. Mr. Hill afterwards told me that assignment was informal, but that he had obtained a loan of the life policy for indorsement of assignment. The assignment was then completed, and I do not know of any reason why it should be dated the 15th March, except that I was informed at the insurance office that it was transferred in their books on the 15th March, 1898.

I have no account of my own, and I have no account of Mr. Hill's except the receipts. The final settling-up was on the 6th July with Mr. Mahony, after the second case in the Supreme Court. The amount was £270-odd, including Mr. Mahony's costs. That was His Honour's judgment, and I only knew what to pay by what I was told. I got no account other than that attached to the statement of claim. I afterwards got a receipt from Mr. Mahony. Mr. Wynyard paid Mr. Mahony on my behalf. Mr. Wynyard paid £270-odd. I had to pay £30 for costs—that included

disbursements and witnesses' expenses. I accepted the statement of claim as correct, and judgment went for the amount. There was no question raised about the accounts. I admit judgment went against me for the amount paid by Mr. Wynyard, and I did not pay more than the judgment was for. I knew the amounts I had to pay were right, but what I want to find out is what books the accounts were taken from. I defended the action on other grounds—not on the ground that the statement of claim was incorrect. I do not want to do anything with the matter now, only to mention that the statement of account is not correct.

(See folio 10 of detective's report.) I still allege falsification of these accounts, I cannot say by whom, but I rely on a comparison of accounts to prove their falsity.

[The detective's report on his investigation into accounts under heading 5 on pages 9, 10, 11 read to Mr. Greenhead.]

Mr. Greenhead says, "I still say those accounts are not correct."

[NOTE.—Mr. Brabant informed Mr. Greenhead that he would go into a calculation of the accounts to see if the detective's conclusions are correct, and that Mr. Greenhead may have Mr. Griffiths in attendance in the matter if he so desires.]

C. H. GREENHEAD.

Taken at Auckland, this 21st day of January, 1908,
before me,—

HERBERT W. BRABANT,
Stipendiary Magistrate.

CHARLES FREDERICK GRIFFITHS saith,—

I am a barrister and solicitor of the Supreme Court of New Zealand.

Mr. Mahony acted as my solicitor in connected with the estate, but I am conversant with the accounts. I have the books in the Arrowsmith estate, but they show no more than the accounts produced. I produce the balance-sheet and auditor's report made up by me at the request of the two residuary legatees. The amount received from the A.M.P. Society (£294 16s.) is included in the receipts in the balance-sheet. My cash-book would show the entry. The money was received by me from Mr. Mahony. No fully detailed balance-sheet is made out and furnished to any one.

[NOTE.—Mr. Greenhead states he will be satisfied if Mr. Griffiths will produce his cash-book or ledger showing the payment of the amount received from the A.M.P. Society. Mr. Griffiths now produces cash-book and ledger showing entry of amount received from A.M.P. Society, together with certificate of auditor.]

Evidence continued,—

To Mr. Greenhead: I received the amount on the 13th July, and banked it on the 15th July. The books in Arrowsmith's estate were kept by Mr. Hill until his illness prevented him doing so, and I then employed clerical assistance. Both cash-book and ledger produced are those belonging to Arrowsmith's estate, and are not Mr. Hill's private books. Those books show all transactions in the Arrowsmith estate. That is not Mr. Hill's private ledger. The item £294 16s. is included in the balance-sheet—probably in the item "Mortgages." In the ledger it is shown in what is called "Greenhead No. 2 Account." The preparation of the balance-sheet was entirely in the hands of the auditor, Mr. Churton. The money was paid into my account at the National Bank, as trustee in the Arrowsmith estate. The amount is not specially detailed in the balance-sheet, nor is it shown in the ledger under "Mortgages."

Under "Real Estate" in the ledger is an entry of £238 1s. 5d., which represents receipts of the balance towards the Arrowsmith estate when you settled up with Mr. Mahony.

The rent you paid appears under the heading "Personal Estate" in the ledger. The entries are in Mr. Hill's handwriting until he got too ill. The last entry he made was on the 24th September, 1901.

I do not think Mr. McIlveney went through my cash-book or ledger. I do not remember his doing so. From what the detective says in his report I must have shown him those books.

[Report of Detective McIlveney, under heading "(5) Falsification of Accounts," &c., pp. 9, 10, and 11, read to Mr. Griffiths.]

I have heard McIlveney's report read, also the statement I made to him. Both are correct.

The first statement of claim in the action on which we were nonsuited was a correct statement of claim at that time as far as I can recollect. The final settlement of claim on which we sued was correct. The balances shown on the four accounts were struck at different times, although there appear to be errors in the accounts, which appear to me to be all in Mr. Greenhead's favour.

Mr. Greenhead has not been charged any more than he ought to have been charged, and I am satisfied he has paid less than he ought to have paid owing to errors that were made.

To Mr. Greenhead: If the account had been correct you would have had to pay more. The first statement of claim shows, "Received from A.M.P. Society, £289 11s." £5 5s. had been deducted from the original £294 16s. shown in second statement of claim. The Arrowsmith estate lost that £5 5s. You were not charged with it. The A.M.P. Society deducted the £5 5s. for charges of their solicitor at Wellington. Mr. Mahony told me so. The society refused to pay the £5 5s. You were credited with the £294 16s. You got the benefit of the £5 5s. You lodged an objection against the society paying the money over. From what you tell me I believe Mr. Brookfield advised you to withdraw your objection.

Mr. Mahony would be more conversant with the accounts than I am.

CHAS. F. GRIFFITHS.

Taken at Auckland, this 21st day of January, 1908,
before me,—

HERBERT W. BRABANT,
Stipendiary Magistrate.

4 p.m.

It having been ascertained that Mr. Mahony is ill and not at business to-day, Mr. Greenhead asks that the inquiry be adjourned for the evidence of Mr. Mahony concerning the four accounts referred to on pp. 9, 10, and 11 of Detective McIlveney's report.

Inquiry adjourned until 10 a.m. on Wednesday, the 22nd January, 1908.

HERBERT W. BRABANT,
Stipendiary Magistrate.

WEDNESDAY, 22ND JANUARY, 1908.

Mr. Brabant informed Mr. Greenhead that Mr. Mahony was not at present available, but was expected to attend at his office this morning.

Mr. Greenhead thereupon asked for an adjournment for an hour, by which time Mr. Mahony might be available.

MR. GREENHEAD states,—

In the meantime I would like to see the account for £17 16s., and when it was paid. [Copy of account annexed to detective's report shown Mr. Greenhead.]

I produce letter Mahony to Greenhead, dated the 27th January, 1905, and my reply, contained in Exhibit U, addressed to Mr. Griffiths.

To Mr. Brabant: When signing these documents at Titi, Mauku, the arrangement was, to the best of my recollection, that they were to be brought to Auckland to be stamped and dated. My reason for saying so is that I thought one copy was for me, but Mr. Hill promised that a copy should be sent me. He did not say at whose expense it was to be prepared. I never got a copy, and heard no more about it until I got the account for £3 11s. 4d., which appeared to be the cost of preparing it. I thought then the £3 11s. 4d. was included in the £17 16s. account. I did not forward the £3 11s. 4d., because I got no copy of either document.

It matters not to me what date the documents bear. It would make no difference whether they were dated February or 11th April. I should gain no advantage whatever had the document been dated February instead of April. My reason for moving in the matter is because I think the revenue has been defrauded.

C. H. GREENHEAD.

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

HERBERT W. BRABANT,
Stipendiary Magistrate.

EDMUND MAHONY saith,—

To Mr. Brabant: When I said deed of lease No. 8937 was registered on the 7th July, 1905, I meant to say it was "deposited" on that date. Whether I did it or whether it was done through another solicitor, it would be done for me. The details of how it was to be deposited were arranged by me. It may have been deposited by my clerk, and not by Mr. Wynyard. It would be my place to deposit, and, if Mr. Wynyard did it, it would be for me.

The deed was not changed twice after it was deposited. Such a thing would be impossible. The present management of the Deeds Office is more perfect than I have ever known it, and the officers could not be better.

As to the dating of the documents, Mr. Hill brought them back, two with cancelled stamps (the stamps being provided by me), and two documents which had to be stamped at Stamp Office. Mr. Hill would not hand the documents to Mr. Greenhead. Mr. Hill brought back the two agreements as completed documents and stamped, but I cannot say positively they were dated then. I do not know whether or not they were dated before they were brought back, but they are dated in Mr. Hill's handwriting, and bear his figures on the duty stamps.

The only documents Mr. Hill took with him to Titi were those prepared for him by me at his instructions. He did not take the policy with him. The matter of the policy was a separate and prior transaction to the preparation and signing of the deeds and agreements.

I presume the 27th October, 1903, is the correct date of the second transfer of policy. That date is in Cossar's writing. I cannot explain the difference in dates (27th October, 1903) in policy and the date of my letter (11th July, 1903) referring to the second assignment (No. 11 of Exhibit J). It may be that my letter should have been dated the 11th July, 1904. I have absolutely no doubt of the dates of the agreements being correct. What I have stated as to the fixing of the date is what Mr. Cossar told me Mr. Hill said to him on the subject.

I know Mr. Greenhead alleges the agreements to be forgeries. I do not recollect if each copy of each document was before the Supreme Court.

[Extract from Mr. Greenhead's statement to Premier (Exhibit B): "I positively swear that between the dates of October, 1903, and 6th June, 1905, different documents purporting to be the agreement between Hill and myself have been placed before me, the whole of which are incorrect, not the same as original, and absolute forgeries."]

MR. MAHONY continues,—

I know of no other agreements except these two, and the void assignment as between Hill and Greenhead.

I could not have shown Mr. Cotter any other agreement than one of those two produced. There never was any other document. These matters all went through my hands.

When the agreements were produced at Supreme Court Mr. Greenhead on being shown the signatures was asked if he would say they were forgeries, and after a little hesitancy he said, "Yes, they are forgeries. They are very like my signature, but are forgeries." This relates more particularly to the second trial, although both were defended.

We exhibited more documents at second trial than at the first. I had all the documents in Court, but they were not all used. In the second case both agreements were produced because of the question of signature. The deed of lease No. 8937 was not produced at the Supreme Court. The deed there produced was produced because of the assignment annexed to it. Mr. Greenhead's statement that the copy of the lease produced in the Supreme Court was a forged copy is absolutely false. Mr. Greenhead's statement that he paid me £1 ls. to deposit the original deed in the Deeds Office, that an original deed was not deposited, and that another deed was afterwards substituted for that so deposited, and that later on a third deed was substituted is absolute nonsense.

To Mr. Greenhead: The £17 16s. 6s. account are the costs referred to in Mr. Hill's letter to you of the 17th February, 1898 (Exhibit N). The detective's copy of the £17 16s. 6d. account is, I presume, a correct copy. I am not aware of any other bill between you and me. Apparently that account was paid on the 5th April, 1898. It does not appear to me strange that Mr. Hill should pay that account before the other work was done. I presume the £17 16s. 6d. is part of the amount referred to in the agreement. It is very likely that the costs had to be ascertained before the agreement could be prepared and the amount of £280 6s. mentioned therein. If you suggest that the agreement signed had a blank for the insertion of the amount of principal an interest due against the life policy, then I say that it untrue. When the agreement was signed the total was known.

With reference to the £3 11s. 4d. account, I cannot tell when it was paid. It was at some stage after we sued. I think there was a question of a guinea hung up. I think you paid about a shilling more than the exact difference. My books would show what was paid.

To Mr. Brabant: I do not think it is correct that Mr. Greenhead did not pay the £3 11s. 4d account—only the guinea fee for depositing the deed.

I produce Mr. Hill's old ledger, which shows entries in Mr. Hill's handwriting crediting payments made by Mr. Greenhead to William Arrowsmith. The ledger covers the year 1898, and shows at folios 490 and 690 the account of William Arrowsmith opened in Mr. Hill's handwriting, and the entries are posted by Mr. Hill, in which he credits to Mr. Arrowsmith rents received from Greenhead under the lease, and debits insurance premiums paid by him (Hill) under the agreement.

2.15 p.m.

I produce my day-book containing entries for July, 1905, which shows an entry of the 6th July, 1905, which shows that Greenhead, through Wynyard and Purchas, paid £2 10s. 4d. to me, which would represent the £3 11s. 4d. account, less £1 ls.

To Mr. Greenhead: Wynyard and Purchas's cheque had not been cashed at the time I made the payment to Arrowsmith's account. I received the money on the 6th July, and paid it away the same day.

(Extract from day-book, folio 353, 6th July, 1905: "887. P. and L. C. H. Greenhead, per Wynyard and Purchas. Costs of lease and stamp duty and stamps, £2 10s. 4d.")

I produce my diary for 1898. Under the date 4th April, 1898, there is the following entry: "C. H. Greenhead; W. J. Hill to you; lease. Ditto; you and W.J.H.; agree't." This entry is between other entries on same day, some being before and some after. No entry was made in February of such instructions.

I produce Instruction-book No. 2, in which there is the following entry under date 4th April, 1898:—

"Lease, W. J. Hill to Chas. Henry Greenhead. From , 1898, to , 1904. 5s. per week, quarterly. Covenant to insure in lessor's name for £ , and in case of fire lessor to rebuild. Absolute agreement to purchase for £ on or before expiration of term. Agreement, W. J. Hill and C. H. Greenhead."

I produce my "engrossment-book," in which, under date 7th April, 1898, the following entries appear:—

"7/4/98. Lease, W. J. Hill to C. H. Greenhead; C. A. Cawkwell in duplicate. Ditto. Agreement, ditto and ditto; E. Whalley in ditto."

The diary for 1898 shows that the 10th April was a Sunday.

Mr. Hill's private cheque paid the £131 9s. 11d. to the A.M.P. Society, but I do not know the date of payment, but it was prior to the 25th March, 1898.

The assignment referred to in my notice of the 23rd December, 1904, refers to the assignment of interest in the agreement.

The attestation was held by Mr. Justice Edwards to be irregular.

The document shown Greenhead by Mr. Cotter was one of those produced in the Supreme Court. Whatever Griffiths produced was borrowed from me, and was one of those produced in Supreme Court. There never was any other document, and Mr. Brookfield could have shown Greenhead no other, and the last two referred to by Greenhead were both produced at Supreme Court.

[The fifth paragraph of the detective's report, pp. 9, 10, and 11, read to Mr. Mahony.]

Mr. Mahony continues,—

The detective's account as to the four accounts is correct.

I showed all books and papers to Detective McIlveney, and what he says in his report is correct as to the accounts. I am not now going to produce my books to Mr. Greenhead.

EDMUND MAHONY.

Subsequently Mr. Mahony offers to produce to the Court whatever books or documents may assist.

EDMUND MAHONY.

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

HERBERT W. BRABANT,
Stipendiary Magistrate.

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

copy attached to my statement of claim, and prepared my defence on that. Had I known of the alteration in the deed my defence would have been entirely different. I do not say that the deed on Mr. Mahony's file was deposited in the Deeds Office. Although a false deed was produced at the Supreme Court the true deed was deposited in the Deeds Office. I have no grievance on that score, seeing we have the true deed now.

C. H. GREENHEAD.

Taken at Auckland, this 23rd day of January, 1908,
before me,—

HERBERT W. BRABANT,
Stipendiary Magistrate.

EDMUND MAHONEY saith,—

To Mr. Brabant: I separated from Mr. Hill on the 31st March, 1897. After that date I did various things for Arrowsmith under his direct instructions. Mr. Hill was a very old friend of Arrowsmith's, and was farming near him. Mr. Arrowsmith was a client of the firm of Hill and Mahony, and simultaneously of Mr. C. F. Griffiths. William Arrowsmith transferred the mortgage to Hill on the 14th August, 1897. The cheque for £131 9s. 11d. was paid on the 31st March, 1898.

To Mr. Greenhead: Detective McIlveney's explanation of the matter of accounts is a correct one, and fairly put. I do not know if Detective McIlveney marked any documents or accounts I showed him. The accounts—the whole of them so far as I know—are contained in the books Mr. Griffiths produces.

The book I showed you yesterday belonging to Mr. Hill contained the account with you in Mr. Hill's handwriting. You have seen all the books containing any reference to accounts with you. I will not go over the £17 16s. 6d. account again. You know as well as I do how the £280 6s. account is made up.

To Mr. Brabant: The account £280 6s. would be made out from entries in various books. Mrs. Hill has the custody of one book, and, I understand, will not give it up.

To Mr. Greenhead: You have seen that book at her house. You have seen all the books. The £280 6s. account was the basis of the contract with you. It was from the ledger produced by Mr. Griffiths that I got the details of the four accounts which you take exception to—there were miscalculations afterwards corrected. The account to a certain point is in Mr. Hill's handwriting.

Mr. Hill's ledger (a copy of which you have) included the 1898 entries.

I have been informed to-day at the Public Trustee's office that Mrs. Hill has the private ledger of Mr. Hill's which I required. It should be in the custody of the Public Trust Office. It is untrue that I sent for that book and received it a couple of months ago. I never had any control or right over that book. You knew that the £280 6s. account was correct ten years ago. The mortgage was an old one, dating back eighteen or nineteen years, and the account was a matter between you and Arrowsmith. I had nothing to do with that.

EDMUND MAHONY.

I drew the proceeds of the policy in or about May, 1904. It is placed in my books to the credit of surviving executor, and by me paid over after the second action, and had been received about seven months before the first action.

To Mr. Brabant: The alteration of date in the deed is in Mr. Cossar's handwriting. He is still in my employment.

EDMUND MAHONY.

Taken at Auckland, this 23rd day of January, 1908,
before me,—

HERBERT W. BRABANT,
Stipendiary Magistrate.

WALTER DODDS COSSAR saith,—

I am managing clerk for Mr. Mahony.

To Mr. Brabant: The deed No. 8937 was dated in Mr. Mahony's office by me. I suggest that the date 11th April was filled in by me on the 16th May, hence the reason of the 16th May being there. Mr. Hill was present, and the dates were filled in by me at Mr. Hill's request. It was then altered back to the 11th April as being the true date of execution, as being what Mr. Hill stated was the true date of execution. Those are Mr. Hill's initials to the alteration. I would swear to it. In one agreement the date is altered to the 11th April in Mr. Hill's handwriting. I know nothing about that alteration. The signature to the agreement is that of Mr. Hill, and the other that of Mr. Greenhead, judging by correspondence I have seen in the office. This applies also to the second agreement.

At Mr. Hill's request I made out the account for £280 6s. The particulars came from Mr. Arrowsmith. I think all payments by Mr. Greenhead had been made direct to Arrowsmith; that no payments were made to Mr. Hill other than under the lease.

To Mr. Greenhead: The receipt for exhibits given to the Supreme Court is in the handwriting of Mr. Dawson. I was a witness at the first action at the Supreme Court. Among the documents produced there was a lease, two agreements, a life policy, and an assignment from Greenhead to Hill's executors. The lease on Mr. Mahony's file I am prepared to swear is the one which was produced. I recognise the lease as one engrossed by a Mr. Cawkwell. I am able to swear that those leases were the only leases prepared by Mr. Mahony between W. J. Hill and C. H. Greenhead. One of the leases was deposited in the Deeds Office, and the other is the property of the Arrowsmith estate. I could not be sure that I deposited the lease myself. I may have only sent it

up with the fee. I was there at the settlement. Mr. Greenhead, Mr. Wynyard, Mr. Mahony, and myself were present. Mr. Wynyard asked that the lease, or a copy of it, be deposited; and that was done. There was no undertaking that the document that was produced at the Supreme Court would be deposited. If we had deposited the one produced at the Supreme Court, it would have entailed a further payment of 10s., there being an assignment annexed to it. As far as the deed of lease is concerned, it did not matter in the least which copy was deposited. Had there been no fee to pay for depositing it, it would simply have been handed over. The two agreements on Mr. Mahony's file are those which were produced in the Supreme Court, because they are the only agreements in existence between the parties, and no others were prepared by Mr. Mahony. I had a full knowledge of Mr. Hill's business. I did not lend Mr. Cotter an agreement. I know of an agreement being lent to Mr. Brookfield. I remember Mr. Cotter acting for Mr. Greenhead, and may have lent Mr. Cotter a document, but I do not recollect. I recollect a document being lent Mr. Brookfield. It was either one of those agreements. I remember Mr. Griffiths personally obtaining from me one of the agreements to show Mr. Greenhead. When Mr. Greenhead says that there were five different agreements, not the same as the original shown to him, I should say it was a deliberate lie. Hundreds of people could be got who could swear to Mr. Hill's handwriting. It is well known to every solicitor of standing, and to officials in the Stamps and Deeds Offices and Supreme Court.

To Mr. Greenhead: I was appointed an executor in Mr. Hill's estate. I am not one now, the estate being in the hands of the Public Trustee. Whether Mrs. Hill applied to have the estate placed in the hands of the Public Trustee has nothing to do with this matter. Mrs. Hill and myself are at variance, but it does not affect you. I was not relieved by order of Mr. Justice Edwards. There was a deed of appointment by Mrs. Hill and myself, appointing the Public Trustee. I was present at the settling-up. Mr. Mahony declined to give up the deeds until they were paid for. They were his until paid for. It is not a fact that you asked, if you paid for them, then would he give them up. I did not say, "No, you won't get that [the lease] at all. We will give you a copy of it." You did not say, "I want that one; I've got copies enough." Mr. Wynyard made no suggestion as to cutting down Mr. Mahony's costs of the lease. The arrangement as to depositing the lease was purely a matter between Mr. Wynyard and Mr. Mahony. Mr. Mahony refused to give one of the agreements until you paid him a guinea for it. I say Mr. Wynyard did not pay the guinea, either in the matter of the lease or for depositing it.

No fee of £1 1s. was paid for depositing the lease. The assignment is attached to the lease, and not to the agreement. The assignment is also attached to the agreement.

I would swear the signature to the agreements is that of Walter James Hill. I was associated with Mr. Hill from my boyhood and up to the time of his death. At the date that Mr. Greenhead alleged the documents were forgeries Mr. Hill was dead, and it was impossible for him to have signed any other documents.

23rd January, 1908.

WALTER D. COSSAR.

Taken at Auckland, this 23rd day of January, 1908,
before me,—

HERBERT W. BRABANT,
Stipendiary Magistrate.

Mr. GREENHEAD states,—

I produce a few more receipts which may assist in investigating the accounts.

The mortgage was made in 1892, and the interest was 8 per cent. The rent was altered to 5s. a week before the transfer to Mr. Hill.

I cannot leave this inquiry without expressing the kind and patient manner in which you have conducted the inquiry.

C.-H. GREENHEAD.

Taken at Auckland, this 23rd day of January, 1908,
before me,—

HERBERT W. BRABANT,
Stipendiary Magistrate.

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