

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of that letter and signed the agreement (see Exhibit B), and that the action of Hill *v.* Greenhead for ejectment was withdrawn after the agreement was made.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.