

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.