

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.