

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.