

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).