

In Mr. Hill's letter to Greenhead of 17th February, 1908 (see page 2), the words occur (last paragraph but one) "You will have to pay Mr. Mahony for drawing out lease and agreement." Mr. Mahony sent copy of this bill of costs to Mr. Greenhead, but was not paid. It was, however, included in the settlement made with him by Mr. Wynyard (see Exhibit P), but Mr. Mahony points out that Mr. Greenhead declined to pay for the agreement on the ground that he had not received it. The agreement is, of course, one of those produced in Court which Mr. Greenhead alleges are forgeries (see Exhibit P), and Mr. Mahony allowed the sum of £1 1s. for the agreement to be struck out. Mr. Wynyard's account, which I got from Mr. Greenhead himself, shows,—

	£	s.	d.
Costs E. Mahony for lease and stamp duties	3	11	4
Less charge for agreement, which you would not pay, £1 1s.	1	1	0
	2	10	4

Mr. Greenhead asserted to me that he had not paid the account for £3 11s. 4d. because it was included in Mr. Mahony's account against Mr. Hill—£17 16s. 6d.

As the detective showed, it is not included in the £17 16s. 6d. account (for this account see Detective McIlveney's report); but he seems to have omitted to notice that it had been dealt with in the settlement after the Supreme Court action.

This charge of Mr. Greenhead's against Mr. Mahony of trying to obtain money under false pretences, because he tried to obtain payment of a bill of costs which Mr. Greenhead had, as he admits, agreed to pay, is a very gross example of the way in which he flings about criminal charges against men of respectability.

I also think I should call attention to the last paragraph of the detective's report on this heading, where he shows—and says it is significant—that Mr. Greenhead asserted to him that "if Griffiths and Mahony had listened to me (Greenhead) and had allowed me the amount of £17 16s. 6d., charged to me for costs in connection with Hill's ownership, and interest on that amount, &c., no allegation of any sort would have been made against them or either of them by me," &c.

This assertion, if seriously made by Mr. Greenhead, that he only brought these serious criminal charges because Messrs. Griffiths and Mahony had refused to let him off the payment of the sum which he allows he had agreed to pay, really, seeing the groundless nature of the charges, would force one to regard Mr. Greenhead's conduct as, to say the least of it, grossly improper.

5. Falsification of accounts: Mr. Greenhead's allegation of falsification of accounts by Mr. Griffiths depended chiefly on the fact that in various detailed statements furnished there were apparent discrepancies.

Detective McIlveney went fully into the accounts, and came to the conclusion that there was no falsification, but some mistakes, which mistakes had operated to a considerable extent in Mr. Greenhead's favour. I read the detective's explanation to Mr. Greenhead, but, as he did not appear to understand it, I told him that before making my report I would examine the accounts myself. I have since, with the assistance of Mr. Ralfe, Clerk of Court, gone fully into the accounts (see Exhibit J), and I can now say that I agree with the conclusions come to by the detective, and it now appears that, instead of Messrs. Mahony and Griffiths getting the better of Mr. Greenhead in the settlement, as he asserts, he has benefited to a considerable amount by certain omissions in the accounts against him.

6. Intimidation of Mrs. Hill to cause her to execute the confirmatory deeds of assignment, and to sign an apologetic letter with a view to save Mr. Cossar from prosecution for perjury: Mrs. Hill, in signing the confirmatory deeds of assignment and signing the letter referred to, acted on the advice of her solicitor, Mr. Thomas Buddle. That she was right in doing so is quite clear to me. Mr. Greenhead has really no interest in the quarrel between Mrs. Hill and Mr. Cossar, but he appears to want to foment it for his own purposes. They wisely decided to hand the management of Mr. Hill's estate over to the Public Trustee.

7. Misappropriation of the sale of Mr. Greenhead's property, and his insurance-moneys, by Mr. Griffiths: I agree with the conclusions arrived at by Detective McIlveney as to these charges. It would appear that Mr. Greenhead, in making them, was really attacking Mr. Justice Edwards's judgment, which he has repeatedly said he was satisfied with.

I have already shown that Mr. Griffiths's balance-sheet of the Arrowsmith Estate did include the moneys referred to by Mr. Greenhead. I may further point out that, at all events, he has no interest in inquiring.

I have now, I believe, dealt with all Mr. Greenhead's charges and statements.

My inquiry has shown that a few mistakes crept into the proceedings carried on by Mr. Mahony against Mr. Greenhead. Besides those pointed out by Mr. Justice Edwards in his judgment, there were some errors in connection with the assignment to Griffiths, but these do not seem to me to have injuriously affected Mr. Greenhead in any way, and, at any rate, they are now disposed of by the judgment of the Supreme Court, which ought to have settled all disputes, and satisfied Mr. Greenhead.

Mr. Greenhead's charges are every serious ones, made against persons of undoubted character. I consider that he has shown no justification for making such charges. The statements made lately in his letter to the Commissioner of Police—which I quoted in a former part of this report—are untrue, absurd, and bombastic. Were it not for their serious nature they would be ridiculous. I certainly feel sympathy for the persons who have been wrongly charged with these crimes, especially for the Government officials.

The question which remains, and which perhaps you will expect me to mention, is, how far is Mr. Greenhead responsible for the assertions he has made?