

leadership. While these may explain, we do not think they justify the state of mind into which Mr. Lysnar has evidently allowed himself to drift—a state of mind in which he is prone to think that various persons, including officials occupying public positions, have conspired to ruin him personally and also his company.

During the conduct of this inquiry Mr. Lysnar's attitude and point of view varied from time to time. As an instance of this, that part of his final address which he read was, it seemed to your Commissioners, very different in tone from many of his extempore remarks. This, we think, is possibly accounted for by the statement made in the first few lines of that final address where he said that "With the assistance of his friend Mr. Johnston" he had formulated notes. The main part of Mr. Lysnar's insinuations and attacks was made when he was speaking without reference to his notes.

We think it proper to say that we do not associate Mr. Johnston with the attacks which were made by Mr. Lysnar on the character of various persons, including that made upon the motives of Mr. Jessep. In passing, we mention that in our opinion Mr. Lysnar received excellent support from Mr. Johnston in the general conduct of this lengthy case.

We also think that, notwithstanding the great ability of counsel who appeared for other parties, the diligence, perseverance, and thoroughness of Mr. Lysnar, coupled with the ability displayed by Mr. Johnston, both directly and indirectly (judging by the copious notes from which Mr. Lysnar read), ensured the presentation to us of all that could possibly have been said or urged in support of Mr. Lysnar's charges and case.

THE ACTION OF THE CHAIRMAN AND OF THE SAID BOARD IN RELATION TO THE NON-INCLUSION OF THE SHIP NAMED THE "ADMIRAL CODRINGTON" IN FREIGHT CONTRACTS.

The ship "Admiral Codrington" was on the rota of ships which contracted with the Meat-export Control Board for the carriage of meat from New Zealand during the 1922-23 season, which ended on the 31st October, 1923. The "Admiral Codrington" was to receive *pro rata* allotments of freight with the other shipping companies' steamers. The allottees had the option of shipping by her, but were not compelled to exercise it, and it was provided that any increase in the rates of insurance charged was to be borne by the owners of the "Admiral Codrington."

Mr. Lysnar, in a telegram to the Board dated the 27th September, 1922, asked for a public intimation from the Board that the "Codrington" would remain in the running, but be loaded with frozen products as directed from time to time by the Board. To that a reply was sent advising him that, if a contract for the carriage of meat was made by the Board with the regular liners, the Board would see that Mr. Lysnar's company had an opportunity of joining in the contract for the carriage of meat from the Waipaoa works, and it was specially pointed out that, if the "Codrington" was placed in the running, it must be at the option of the other freezing companies whether they should ship by her or not.

A long letter from Mr. Lysnar, dated the 10th October, 1922, was sent to the Secretary of the New Zealand Meat-producers Board (for brevity called the "Meat Board"). Mr. Lysnar on behalf of his company suggested that it should not be a matter for the discretion of the freezing companies whether they should ship by a particular boat or not, so long as the boat was properly equipped and held the highest class of certificate issued by Lloyd's; and he urged reasons for his claim.

Correspondence ensued showing that freezing companies, according to the custom, had always the option of accepting or rejecting the shipping-space offered by any ship, not only the s.s. "Admiral Codrington." It is stated that Mr. Lysnar knew the shipping conditions for many years, and what the custom was; the custom being that a freezing company, even if it accepted the space on a vessel, had always the right to cancel that space without any liability. This custom was in existence for reasons connected with the markets at Home, and also through supplies of meat sometimes not being available when the ship came on the berth.