

A letter dated the 18th March, 1924, was sent to Mr. Lysnar. This letter reads as follows :—

Following your interview of yesterday, the Board is prepared to allow the s.s. "Admiral Codrington" to be put on the list of ships in 1924/25 freezing season, providing the vessel remains the property of the Poverty Bay Farmers' Meat Company and the Board is satisfied of the ability of that company to carry out its contract, and subject to such conditions as it shall think necessary to safeguard the interest of the shippers, for whom it is agent. But the Board cannot compel freezing companies to ship their meat by any particular or specified steamer.

And a cable was sent by Mr. Lysnar's company to Messrs. Workman, Arbuckle, and MacKinnon, the company's agents in Glasgow, on the following day, reading as follows :—

Have written consent of Meat Board s.s. "Admiral Codrington" included in contract next year. Do your utmost to arrange outward freights. Failing this can you arrange for fresh mortgage? Have effected settlement our guarantee. Straining resources here consequently cannot arrange remittance from here just now. Posting detailed plans insulation.

In reference to the wording of this cable, which it will be noticed omits the "finance tag," Mr. Witters was asked, at page 1027, about this interview, and the following appears :—

When you came to my Board at that interview of March, 1924, when the notes were taken of the interview, when you asked to be included in the contract, did you have any difficulty in persuading me to let you into it, apart from the finance? Did I not agree immediately to let you into the contract provided I was satisfied with the solvency of the company?—You had such conditions attached that we objected.

The conditions were that you had to satisfy me as Chairman of the Meat Board that you were in a solvent position and able to carry out the contract?—Yes.

So that even then we were prepared to let you into the contract. Now, did you make any attempt after that to prove to the Meat Board that you were financially able to carry out the contract?—I cannot remember.

You cannot remember. But the very life of your vessel was at stake, and you were deputy chairman of the board of directors of the company, and yet you cannot remember whether you attempted to make any financial arrangements. Was it not a fact that at that interview with Mr. Lysnar and the deputation from the company, that you wanted that finance clause left out, because you wanted to cable to your English agents that the vessel was included, and you thought that the finance tag might prejudice your interests?—Yes.

And in cabling them you feared that if that finance tag were left on you would have to cable them and give them that information?—Yes, and it would prejudice the position.

And you would give them that information?—Yes.

Did you see the cable that was sent?—I really forget.

Well, it has been produced. The tag that was put on was not added to that telegram. What was said could be put in this way: that the Meat Board had agreed to the vessel coming into the contract—and nothing was said about the finance clause. Was that fair to your London agents?—I did not see the cable at all.

But the whole of the resolution should have been cabled—is that the position?

The Chairman: That is a matter of comment, Mr. Jones.

1924-25 CONTRACT.

On the 6th October, 1924, the Meat Board in Wellington cabled the officials of the Meat Board in London—

What provision have you made for "Admiral Codrington" as per my letter of ———? This, we understand, referred to the ensuing year's contract. A reply was received, dated 7th October, as follows :—

"Admiral Codrington" included provided vessel and property under the control of the Poverty Bay Farmers' Meat Company (Limited), as originally constituted and subject Board satisfied owners can carry out contract.

Mr. Lysnar wrote to the Board on the 11th October, 1924, as follows :—

Our company's representative in England has been cabling us asking us to make arrangements for the "Admiral Codrington" to come to New Zealand for meat and other produce, and we are desirous of doing this at as early a date as possible. We would be glad to know what is the position of the shipping contract for the coming year, and what arrangements are being made to include the "Admiral Codrington" in the contract, as promised in writing by the Chairman of your Board.

I may say that at present the boat is tied up in England waiting for the New Zealand trade, and we can arrange for her to sail at any time. While she has been laid up we have taken the opportunity to have everything on the ship overhauled, and she is in first-class order.