

us that he was instructed by the Department to agree to such a plea, and to consent to the dismissal of the charge if the Magistrate was so minded. My approval of this arrangement was due to what has since proven to be an erroneous supposition: that as we had not had an opportunity of taking a sample of the butter in question, and therefore could not prove an absolute negative to the charge, we had, as the law stood, no redress, and that, whether we were in the wrong or not, we were entirely in the hands of the Department. On this occasion Thornton, in person, in direct violation of the arrangement which Mays had made, sought to connect up the alleged fault of the box in question with other shipments of our butter, in such a manner as to make it appear that much of our manufacture was open to question. I was not present, but I am informed by our company's secretary and our solicitor, Mr. Hanna, that this was done with so much eagerness that he was checked by the Magistrate. This was in absolute contradiction of fact as Thornton knew it, and in unjustifiably ignorant, if not malicious, confusion of "free" moisture, such as our butter shows, and "excessive" moisture, an altogether different thing, which we have taken unlimited pains to see that our butter never contains.

Prior to the third occasion of the case being called, at an interview which I had with Mr. Mays, at his request, he informed me that he had been told by the Department that "he had exceeded his instructions" at the previous hearing. He then desired that we should again agree to enter a technical plea of "Guilty," and said he would inform the Magistrate that the case was exceptional and purely accidental, and, further, would indicate to the Court his willingness that the case should be dismissed or that only a nominal conviction should be recorded, we to pay expenses. To this I replied with some warmth, that the question of fine or of costs was not a matter of concern to me—that the amount of any money involved, whether it was much or little, was not to be considered in the case; that I was concerned solely for the reputation of my company, and that, as the Department had already by its action and through his conduct of the case done the utmost it was capable of doing to injure my company, I had no terms to make with him. I told him there were two courses open—either to withdraw the charge or to fight it out. I was subsequently informed by our solicitor, Mr. Hanna, that Mays had received instructions to withdraw the charge, we to pay the costs. This latter I refused to agree to, but Mr. Hanna informed me that he had misunderstood my reference to fine and costs, and promised Mays that we would pay.

You have doubtless learned that, with your instructions in his hand, Mays put such a damaging construction upon the Department's action as to cause the Magistrate to refuse to allow him to withdraw the case. You will also know that when, owing to your solicitor having no evidence to offer, the charge was dismissed, that it was again reinstated at our request, and was finally dismissed upon the facts.

I now respectfully submit that, after making the most ample allowance which should be made for the individuality of an official, my company has, through Thornton, suffered more injury than it ought to be called upon to suffer at the pleasure of any Government Department; and I further respectfully submit that Thornton should be removed from the position in Auckland which has given him power to inflict injuries upon my company.

While writing, and because I have had occasion to refer at some length to your Department's recent prosecution of my company, I desire to place on record for your information and guidance further facts connected with the case. This is rendered necessary because of misunderstandings which, perhaps ignorantly and, as I have indicated, perhaps intentionally, have been imported into it.

I have already said, and want to repeat with emphasis, that a law against excessive moisture in butter, either for export or for local sale, is a just law, and that the legal limit of 16 per cent. is quite high enough, and that any wilful infringement of such a law should be checked rigorously. I do not want there to be any misunderstanding as to my attitude towards a sound law, which stands for the protection of our own company and of the industry of the Dominion.

As briefly as I can state it, the fuller case and its connections is as follows:—

On the 16th December we were advised by the Dairy Commissioner that a sample of our butter had been tested by the Department, and had shown 16·17 per cent. of moisture. Sixteen per cent. is the legal limit, and 16·90 is, I think, the minimum at which prosecutions take place. The difference between the 16 per cent. and the 16·90 per cent. is, I understand, allowed for possible errors in sampling and testing. The butter in question was referred to as "Pukekohe" butter. Butter manufactured at our Pukekohe factory is branded with the words "New Zealand Dairy Association, Limited," in concentric circles. This constitutes our "Dairy" or "Association" brand, one of our standard brands. I am enclosing herewith, marked "H," a copy of my letter dated the 19th December in reply to one of the 16th from Mr. Cuddie. It will show you the spirit in which I received that letter. It is true that I was absolutely incredulous about our butter containing excessive moisture, for I felt, as Mr. Cuddie has since said, that it would seem to be a practical impossibility for our men to make butter on the lines that we had regularly adopted and leave as much moisture as 16 per cent. in it. We were regularly testing our butter with proper appliances, without getting indication of excess or even dangerous approach to the legal limit. This was being done daily at the factory, where the practice had been carried out continuously for the previous six years, so that we were not being careless. In addition to this we had check tests made (see list attached, "I"), some by myself, some by the testing-officers at the factories, whose sole duties are connected with the testing-room. These checks confirmed our factory-manager's tests. In further addition, and to make everything in connection with this department beyond question, we had also gone to the expense of getting our butter analysed occasionally by Mr. Pond, Dominion Analyst. His returns finally confirmed all our own work.

We had no further complaint beyond this first of the 16th December until the 23rd February, which was the date when we were notified of suspected breach of Dairy Regulations, upon which