H.—30.

ENCLOSURE G3.

83

From Poverty Bay Farmers' Meat Company (Limited), Gisborne. To New Zealand Meat Producers' Board, Wellington.

23rd January, 1924.

DIRECTORS astonished your Board making contract shutting out "Admiral Codrington" from frozen-meat trade without at least first giving us some notice or reason as your Board is aware this company had at large cost purchased and specially equipped boat for New Zealand trade and had only sent boat Argentine during slack period New Zealand trade and she is now awaiting instructions come New Zealand. Your Board's action will be most disastrous this company. Is there no saving clause in freight contract through which position could be protected all freight contracts prior establishment of Board contained a clause that if any other boat in trade was prepared to carry freight at less rate than contract stipulated they must reduce freight or owner free ship by boats outside contract. Is there any such clause in your contract? While it is against our interests reduce freight yet we are prepared to do so rather than have boat idle which frankly we cannot afford especially after your Board facilitating sale of the company's works to the biggest combine in the world. Please reply promptly as boat is waiting for cabled instructions.

ENCLOSURE G4.

From Poverty Bay Farmers' Meat Company (Limited), Gisborne. To New Zealand Meat Producers' Board, Wellington.

26th January, 1924.

WE must ask you to expedite prompt reply to our telegram of twenty-third as delay in cabling our instructions means daily loss to us.

ENCLOSURE G5.

From New Zealand Meat Producers' Board, Wellington. To Poverty Bay Farmers' Meat Company (Limited), Gisborne.

28th January, 1924.

In reply to your telegram of twenty-third instant freight contract contains no such clause in respect to refrigerated cargo as referred to by you. When Lysnar discussed with the Chairman of Board the sale of company's works to Vestey's he informed Chairman that ship was to be sold. Meat Board never received any request from any one connected with your company to have "Codrington" included in new contract although your Board and the receivers of your company must have known negotiations were going on.

ENCLOSURE G6.

From Poverty Bay Farmers' Meat Company (Limited), Gisborne. To New Zealand Meat Producers' Board, Wellington.

Your telegram yesterdays date received last evening directors deplore fact your Board has not provided a contingency clause in freight contract for cheaper freight if available as was always provided in contracts prior establishment of Board. Lysnar and other directors with him absolutely deny your Chairman's statement that when discussing Vestey's matter anything whatever was said about ship. All our directors are agreed it is impossible sell ship unless to interested parties now unless at complete sacrifice and our director's policy has been to carry on ship meantime consequently unlikely Lysnar would have made such a statement as you allege and Lysnar states whenever he discussed steamer with you he always stressed fact that we depended upon Board to protect us in any shipping arrangement your Board was fully aware of this. See our correspondence regarding your Board's objection to our giving freight concessions "Codrington" last voyage we even went length taking counsel's opinion to demonstrate to your Board we had acted within our legal rights in making concession and we assured your Board in writing that we did not wish Board to think we had intentionally departed from our legal or equitable position this we did advisedly so that you would have no cause of complaint to justify your shutting us out any future freight contract which Board knew was vitally important to us. Your statement that you did not receive any request from any one to have "Codrington" included new freight contract is mere quibble and untrue. Your Board knew full well we wanted to be protected and in Vestey controversy your Chairman stated publicly your Board had protected our company by insisting our ship should be included in freight contract which rendered us valuable assistance which our company acknowledged. This statement quite correct and correctly states position but unfortunately your Board not consistent in protecting our company's rights. Your reference to receivers not having applied to include "Codrington" quite out of plac