

MINUTES OF EVIDENCE.

MONDAY, 21ST SEPTEMBER, 1903.

ROBERT DICK, examined. (No. 1.)

1. *Hon. the Chairman.*] What is your occupation?—I am manager for Messrs. Kempthorne, Prosser, and Co., in the Westfield Chemical Works.

2. The Committee understands that you have evidence you desire to give on the Fertilisers Bill?—I have. I have made a few notes on it. The first clause I take exception to is clause 3, which reads, "Every manufacturer of fertilisers shall, before offering any fertiliser for sale in New Zealand, deposit with the Secretary for Agriculture," &c. I suggest that this clause should read, "Every manufacturer or importer," &c. I think the importer should be placed on the same terms as the manufacturer in the colony. Then, paragraph (b) of that clause says you must deposit with the Secretary for Agriculture "a general description of the fertiliser, and its price." Paragraph (c) of the same clause says you must deposit "a full statement of its composition, showing the minimum percentage of the following ingredients when present, and the unit-value attached to each of them," &c. In face of the words "a full statement of its composition," paragraph (b), "a general description of the fertiliser," appears to be unnecessary. One of these is not wanted, because "a general description" should mean a full statement of its composition.

3. *Hon. Mr. Duncan.*] A general description should be given of the fertiliser?—Yes; but that is described in subclause (c). The brand will give you the purpose for which it should be used. Then, the same clause provides for the names of the ingredients being given and the unit-value attached to each of them. The names mentioned have not been in use in the agricultural community before, and are substituted for names about which the farmers are beginning to have some decent comprehension.

4. You would substitute the local names?—I want to go a little further than that. Not only is "phosphoric anhydride" no improvement on "phosphate of lime," but it is the reverse, because it admits of the importation of the lowest class of superphosphates made in England, from a phosphate known as "rodondo phosphate," which is a phosphate of iron and aluminium, this being the most easily reverted, and when reverted the least soluble phosphate known. Dipotassic phosphate is open to the same objection. The ordinary trade term, "equal to sulphate of potash," is equally definite, and gives to buyers a well-known article of commerce as a standard by which to value it. So far as farmers have any knowledge of chemical substances, they all know what "sulphate of potash" is, while none know anything about "dipotassic oxide." In addition to that subclause, there should also be "phosphate of lime, citrate soluble," because in this country a large proportion of mixed manures are made, and if you mix bonedust with superphosphate, in any proportion you like, you immediately have a change in the composition, and you cannot have that guaranteed in any percentage of soluble phosphate; but you have the soluble phosphate going into the intermediate state, and therefore it should be put under a different heading with a different valuation. Then, in clause 4 and several other clauses, the expression is used "materially differs." Now I submit that is too vague a phrase to be left in a Bill like this. It should define what is "material."

5. *Hon. the Chairman.*] You suggest that it should be defined?—Yes; I will show it to you in the Act of 1892, which I will refer to presently. Now, take clause 6, subsection (3):—"Every vendor who offers for sale any fertiliser the tag attached to which contains particulars at variance with the contents of the package, and such variance is materially to the prejudice of a purchaser, is liable, in addition to any civil remedy the purchaser may have, to a fine not exceeding twenty pounds." In the Act of 1892 you get the margin within which the manufacturer may work distinctly defined. Clause 11 of that Act says, "Should such deficiency exceed the following limits," &c. That leaves a margin within which manufacturers can work. Then, clause 6 of the Bill provides for a tag as a substitution for the simple method of guarantee. By the previous Act each purchaser of 10 cwt., at the time of purchase or not later than the delivery thereof to the purchaser, had to get an invoice-certificate. The substitution of a tag is replacing a very simple method of guarantee by a much more complicated and irksome thing, which gives no additional security. Again, clause 8 of the Bill says, "Every Inspector may at all reasonable times enter the premises of any vendor and purchase, at a reasonable price, such a sample from any package of fertiliser in the possession or under the control of the vendor as may be required for purposes of analysis"; and in subsection (4) of clause 9—and the two provisions, I think, should be taken together—it says, "A sample shall be deemed to be a fair sample if it weighs not less than four pounds, and is taken from any portion of the package at the discretion of the Inspector." I submit that no sample taken from any single package can possibly be taken as a sample of the bulk.

6. Why?—Because it would afford no test unless taken from a number of the packages. Take as an example what happened in Auckland under Mr. Pond, who, in a shipment of bonedust, declined to take as a sample anything under ten sacks taken from different portions of the whole.

7. What do you suggest?—I suggest that the sample should be taken, not from any part of a parcel, but in, say, five sacks in small lots, and in large lots 10 per cent. on the whole.

8. It would be difficult to analyse 10 per cent. of a whole shipment?—You do not analyse more than a quarter or a half ounce in the ultimate end, but it gives you a fairer and more representative sample.