

have, in clause 3 of the Fertilisers Act, nitrogen soluble in water, nitrogen insoluble in water, phosphoric anhydride ("anhydrous phosphoric acid" is simply another word), phosphoric anhydride insoluble in water, and dipotassic oxide soluble in water. Now, there requires some qualifications of these. The nitrogen soluble in water is before us in the English Act, and there is only one point in connection with this which should be borne in mind. The nitrogen soluble in water deals with salts, such as sulphate of ammonia and so forth. The insoluble may be taken in two classes—that of value to the farmer, and that of very little value indeed. Take, for instance, dried blood—one of the most valuable constituents you have for the soil—and ground leather. In the latter case the chemist will find the nitrogen, but the soil will be a very long time in doing so. Now, as to the phosphoric anhydride, which is calculated in other words as phosphate of lime, the English Act requires in the certificates that it shall be put into two forms—the form of soluble tribasic phosphate of lime, or insoluble tribasic phosphate of lime. Now, it is proposed here by the Stock Department to put "phosphoric anhydride soluble in water, equal to tricalcic phosphate soluble in acid." Now, if you have the words "equal to tricalcic phosphate," it would, in my opinion, be the best. I think the less you have in an Act the better. "Phosphoric anhydride equal to tricalcic phosphate," is really all that is required.

8. *The Chairman.*] You would amend it in that way?—I would amend it in that way. Now, you come to dipotassic oxide—potash—soluble in water. It is correctly stated that it must be soluble in water, but it does not combine all that is required. There are certain salts of potash which are very valuable fertilisers. It is proposed by the Stock Department to add to this "equal to sulphate of potash." That, I think, is not sufficient. It requires in addition other salts. It should have all the salts. I would put it this way, "or the equivalent value in other potassium salts." I have already spoken as to the next subsection, subsection (2), where it deals with the manufacturer. I do not think we need consider this, because it should be set out. With regard to clauses 4 to 6, I have nothing to say excepting as regards the "tag." Now, there is a redundancy here which to my mind is a costly matter for the farmer to pay for—it is only the farmer who will pay for that. Where a brand is registered—where it is a necessity by law that every tag should be branded, and also the composition as stated appear upon it—then among a number of bags there are bound to be some found without a tag. The clause says, "every bag is to have a tag attached." It is impossible to handle these materials on board ship without in some cases the tags being torn off the bags. That some will be torn off is an absolute certainty. It does seem very hard that if such occurs by an accident over which the vendor has no control he is liable to a fine of £10, that is, in the penal clause 15—and on the second occasion to a fine of £50 and not less than £5. With regard to clause 6, an alteration is suggested by the Stock Department. The clause says: "There shall be attached by the vendor to every package of fertiliser of two hundredweight or upwards in his possession." Now, many of the manures come in 1 cwt. bags, which would escape. It is proposed by the Stock Department to alter the reading of this clause as follows: "On any sale of fertiliser of two hundredweight or upwards there shall be attached by the vendor to every package a tag," and so forth.

9. *Mr. Massey.*] You think it desirable to strike out the words "two hundredweight or upwards"?—Yes; as printed in the Act. Any way, I would advise the deletion of the tag altogether. The brand on the bag and the registration of that brand would be sufficient to control any vendor, and the less there is in the Act, so long as the Act is workable, the better. Of course, the same thing applies to section 5. Clause 7 gives the power of appointing Inspectors and Analysts. Now, the English Act does not do that. The clause with respect to this in the Act now in force is better to my mind. It is clause 16 of "The Manures Adulteration Act, 1892," and reads, "The Colonial Secretary may at his discretion issue an order authorising a County Council, for any period of time specified in such order, to appoint one or more Inspectors, who, if so directed by the County Council at any time during the period specified in such order, shall obtain samples," &c. Now, if the County Councils had been endowed with that power I think we should have had a great deal less complaint. I have received samples from some County Councils, but they have been taken indirectly from suppliers. The County Council should have had the right to appoint Inspectors. That would have saved a lot of trouble. The greatest failure of this Act lies in clause 8. It reads, "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 under this Act." Now, if that were to pass into law it would mean that every Inspector could go into a place at a reasonable time, but only into the premises of the vendor, and only take his sample from any package of fertiliser. Now, if that vendor was a man who knew or doubted the material, all he would have to do would be to open his bags and run the stuff out upon the floor. The vendor could only take the sample from a package because the Act specifies so. The vendor might fill these bags again at his leisure, and put them out on the curb where they would be safe from the Inspector, and they could then go to the farmer. The latter cannot deal with it owing to the fact that he cannot take a sample under this Act. The Stock Department proposes to alter this, and make it read more in the direction of the English Act: "That the buyer of any fertiliser may, at any time within ten days after the delivery of the fertiliser, notify the Inspector, by letter addressed to him through the post, that he desires him to take a sample of such fertiliser." Now, that is almost word for word with the English Act, with this difference: that it places the Inspector in the position of the Analyst so far as taking the sample is concerned. The English Act places the matter in the hands of the Analyst; to take the sample he could depute somebody else. Following the English Act, the Stock Department suggest further on, "On payment to him of such fee as prescribed by regulation the Inspector, or some person authorised by him in writing, shall attend at the place mentioned in the notice and take a sample of the fertiliser, and shall deal with the sample as hereinbefore directed." Clause 8 of the Fertilisers Act says, "Every Inspector may . . . purchase a sample from any