

for sale. Subsection (4) of the same clause we propose to alter, in the event of the Committee accepting our alterations in clause 3, subsection (b), of section 3, in regard to the ingredients, so as to make the symbols consistent. In clause 7, section 1, we propose that the words "in branded packages" be inserted at the end of line 47. That, of course, is only consistent with the request we have already made. In section 3 of the same clause we propose "that in the case of a sale in lots of five bags or under the whole shall be sampled, and if sale is in larger lots, then one-fifth of the remainder also to be sampled, until the number shall reach ten." We are quite at one with the Bill, so far as the total number of the sample is concerned, but we think that in the larger lots two bags would be essential. The making and mixture of manures is not a scientific process which is absolutely accurate, and it is somewhat difficult to get two bags which will represent the total bulk, and we think a larger number should be fixed.

3. Do you fix any number?—In the case of lots of five bags or under we think the whole should be sampled, and if the sale is in larger lots, then one-fifth of the remainder should also be sampled, until the number shall reach ten. We propose that subsection (b) of clause 7 be deleted: "Where the fertiliser is in bulk portions are to be taken from different parts of the fertiliser and thoroughly mixed as aforesaid." That is only consistent with the previous request that the sample should not be taken in bulk. With reference to clause 8, "Sealing samples," we suggest that they should be sealed by the Inspector, and that the vendor shall have the right to seal three samples if he so desires, such seal in no way to disclose identity. That is simply a matter of protection on both sides, because sealing is equally necessary on both sides. In clause 9 we propose that the words "and whether or not such difference was materially to the prejudice of the purchaser" be deleted. It is a vague term, and throws the whole of the onus of the question on to the analysts. We thought the clause should be deleted or that the margin in the term "materially" should be defined. It is an indefinite offence, with a penalty of £10 attached to it. In the English Act proceedings cannot be taken unless by certificate from the Board of Agriculture, and some such precaution as that here might obviate the difficulty. Clause 10 is a very important clause. It provides that samples may be taken any time within ten days after delivery. We suggest that this opens the way to many serious objections. Of course, manure vendors and manufacturers are understood to be always on the wait to do a neat thing if they can, and farmers are understood to be the very opposite; but we think the Committee will agree with us that there is possibly a little chance of undue working on the one side as on the other, and we want to avoid the possibility of any suspicion of the kind. We do not think it is right that manure should be handed over to farmers to be stored in an open shed, or perhaps carted to a paddock, where a few sacks might be thrown over it, and then to have such a sample analysed. Apart from the possibility of any person having animus against a firm doing wilful adulteration, there is the possibility of such manures becoming wet from moisture drawn from the atmosphere. We suggest that samples shall be taken before the fertiliser has passed entirely out of the vendor's control—say, either at the time of delivery into the buyer's own carts, or if sent by carrier, rail, or steamer, then before the buyer has actually taken delivery of the fertiliser, providing always that the vendor and purchaser may by mutual consent jointly take samples in the same manner as provided by clause 7, subsection (3), but without the intervention of the Inspector. I may say, with regard to that clause, every manure-dealer that I have spoken to takes very strong exception to it, and the Dunedin manure trade also objects to that clause. With regard to clause 13, we suggest that before any proceedings are taken under this Act the vendor may require that the part of the sample retained by the Inspector under section 8 be divided into two parts, and each of such parts be submitted to an independent analyst for report—that is, before proceedings commence, instead of after proceedings have commenced, as by the Act. We think it is better to try all peaceful methods before proceedings are taken at all, and that it is better to arbitrate than to fight at any time. Clause 15: The same phrase comes in here which I objected to a little while ago, "and such variance is materially to the prejudice of a purchaser." We propose that after the word "variance" the remainder of the clause should be deleted, and that the clause should conclude on the lines of clause 11 of "The Manure Adulteration Act, 1892"—that is, we suggest that the margin to which the word "material" shall apply should be defined before the penalty is attached. I have only one more objection, and that is a very slight one: to clause 17, with regard to the arrangements for the publication of any analysis by the Secretary for Agriculture. We do not object to the publication, but we suggest that if one is published all should be published. It is quite possible for a manufacturer's goods to be analysed, say, twenty times in the course of a season. I might myself have nineteen good results, with only one bad one, but if it were only published that I had one bad analysis buyers might consider that all were bad, while if all results were published it would be found that I was generally right and only occasionally wrong. These are the only objections I have been asked to place before the Committee.

4. You have been speaking for others as well as for yourself: what does the "we" include?—The recommendations are signed by thirteen of the leading firms in Auckland.

5. All dealing in manures?—Yes.

6. Do the thirteen represent the trade, practically?—Yes. I may say that we had a meeting of the trade, when the matter was referred to a committee of five, and all the firms have signed the recommendation.

7. You are able to assure the Committee that they represent the trade in Auckland?—Yes very fully.

8. Did you give evidence here last year?—Yes.

9. Are there any material points of difference in your recommendations now?—None that can think of. Of course, my definite recollection of what happened a year ago is not very reliable.

10. You have entered very much more fully on the subject than you did then, have you not?—I do not think so. I may be wrong, but I think I entered more fully into it then.

11. Are there any materially new points that you have now submitted to the Committee?—No; there are several points which were in last year's Bill, and which are not in the present Bill.