

68. What do you consider the highest?—It goes up to 38 per cent.

69. That is the maximum of good with the minimum of waste?—Yes.

70. As a matter of fact, is it not sold here at 26?—I have not come across any.

71. It has been so represented to me, and I know that that quality did leave Home?—Of course, under the present Manure Adulteration Act the vendor has to supply the buyer with a copy of the invoice certificate.

72. What I wish to get as a guide to the farmer is what he should expect from the manure supplied?—The highest percentage, of course, gives the best result.

73. That is 38 or 39 per cent. soluble in water?—Yes.

74. We are told that 32 per cent. is quality A, and 35 per cent. is quality B: have you any idea of the cost per unit above 35 per cent., 38 per cent., and 39 per cent.?—I cannot speak from memory. You mean cost of manufacture?

75. Yes. Does it not cost per unit a great deal more to manufacture above 35 per cent.?—Yes.

76. *Mr. Bollard.*] Would it not be better for the sample to be taken at the time of delivery than at any other time?—There is difficulty in knowing the exact time the delivery is to be, and there is another difficulty in getting an Inspector available if it is known what time the delivery is to be.

77. It appears to me that if a man has an animus against a certain manufacturer he might damage the manufacturer's brand after receiving it?—That is got over by allowing the manufacturer or vendor to attach a seal to the bag.

78. He might tamper with the seal?—The representative of the vendor would see that if the bag had been tampered with.

79. A manure-merchant, say, is getting 1,000 tons of phosphate, and a customer wants, say, 25 tons: it would be convenient and cheaper for the purchaser to get that quantity from the ship's side; but, according to what you say, a manure-merchant would have to put his own brand upon it before it was sent away?—The vendor in New Zealand would be advised by the vendor at Home what brand was on the bag.

80. But the merchant has to put his own brand on it as well?—Not necessarily.

81. But if he sold according to a higher analysis he would be responsible?—He would be protected by the warranty he got from the Home manufacturer. He would be liable, of course.

82. Do I understand that any private individual importing manure as an agent can sell that without it being subject to analysis or without being registered?—No, not in the colony.

83. Then, the private individual is on the same footing as the vendor?—A private individual is not selling in the ordinary course of his business.

84. Is that manure he imports subject to analysis and liable to be sampled?—A private individual does not come under the Act unless he is selling the stuff in the ordinary course of his business.

85. *Hon. Major Harris.*] Supposing several persons join together to get manure out from Home—say that one gets it one year and another gets it the next year—they could go on like that and it would not be got in the ordinary course of business?—It would be for the Court to decide in a case like that.

86. *Hon. Mr. T. Kelly.*] With regard to private persons purchasing manure, say, in a foreign market, with a view to dividing it among themselves, I understand they take the entire risk upon themselves?—Certainly.

87. *Hon. Mr. Duncan.*] I understand that you differ from the last witness with respect to paragraph (b) of clause 3, as to "full description of the fertiliser"? Does that clause mean that the complete analysis must be given of everything?—My original wording was "general description," thereby requiring the name of the fertiliser and the general purpose of such fertiliser.

88. It was not a "full" description?—No; the word "full" was put in in my absence. It is provided here that the ingredients present shall be stated in the invoice.

89. Only the essential things would be insisted upon, I presume?—Yes.

90. Then, they could mix it up with sea-sand?—Yes; it is the same to the plant.

91. I do not see the use of carrying loam a thousand miles or so to sell it as a fertiliser; I think it should be specified what is in the whole weight of the fertiliser?—There is the difficulty of the cost of analysis, which comes in there.

92. In the first instance, I think to protect the farmer and to get the most for the money paid it would be only right that the Government should test the samples stored and see what the whole contents of the manure are, and that might be published?—That is what we intend to do. We intend that they shall be purchased in the open market and analysed fully.

93. *Hon. Mr. A. Lee Smith.*] If you import any well-known brands of Home manures, and they come here with the certificate of the original manufacturer—say, Mr. Lawes, for instance—you put them in the store, and a man undertakes the responsibility of that certificate?—If he has registered the brand.

94. He registers the brand, say, and it turns out that the manure does not come up to the standard: does he come under the Act through no fault of his own?—We could insert a proviso to deal with that.

95. *Mr. Buddo.*] With regard to clause 7, it apparently contemplates that practically the whole of the inspection is to be done at the factory. I should like to put this question: Do you not think it would often bring the Inspector into conflict with the manufacturer?—No; because the Act says the fertiliser should be branded, in packages, with the vendor's brand. If that is so, there is no doubt that the sample in the packages is for sale.

96. Would it not be better to put in a general clause covering both the inspection at the factory and the delivery to purchasers, stating that the sample should not be taken until a sale had been effected?—That gives the vendor an opportunity of manipulating it.