

1904.
NEW ZEALAND.

JOINT AGRICULTURAL, PASTORAL, AND STOCK COMMITTEE:

REPORT ON THE FERTILISERS BILL, TOGETHER WITH MINUTES OF EVIDENCE.
(HON J. D. ORMOND, CHAIRMAN.)

Report and Minutes of Evidence brought up Tuesday, 16th August, and ordered to be printed.

REPORT.

THE Joint Agricultural, Pastoral, and Stock Committee, to whom was referred the above-mentioned Bill, have the honour to report that they have carefully considered the same in Committee, and recommend that it be allowed to proceed, with the amendments shown in the copy of the Bill attached hereto.

THOMAS KELLY, Acting Chairman.

Tuesday, 16th August, 1904.

MINUTES OF EVIDENCE.

TUESDAY, 9TH AUGUST, 1904.

ROBERT DICK, Manager of Chemical Works at Westfield, Auckland, examined. (No. 1.)

1. *The Chairman.*] How do you propose to give your evidence? Are you desirous of taking such parts of the Bill as you wish to deal with?—I think that would be the better way, as there would be no need to go over the whole Bill. I have a few recommendations to make, which have been signed by thirteen of the leading importers and manufacturers in Auckland. The first part of the Bill to which we take exception is paragraph (b) of subsection (2) of clause 3, and we propose that the word "full" at the beginning of the paragraph be deleted. It asks for a full description of the manure, which term might include a great deal that would be totally useless. The rest of the clause specifies what is the essential information required, and it might be necessary from the point of view of the Department to add the name of the manure. But a full description of the manure would mean a complete analysis, which is never given, of course. In the same subsection the terms for the various ingredients of manures are mentioned, and to two of these we take some little exception. The first is the term "phosphoric anhydride." In all previous Acts and in most of the existing Acts the term to which farmers have been used was "tricalcic phosphate"; and the words "dipotassic oxide" (potash), we think, should read "pure potash." We suggest that the new term is in no sense an improvement on the old one, and would only lead to confusion in the mind of the farmer. The words to which we take a little exception are "dipotassic oxide," which is a big name, and is not so familiar to farmers as "potash."

2. It explains that it is potash?—We think it is a pity to introduce a second name when the one is sufficient. Then, we suggest that in this country where mixed manures are used to such a large extent reverted phosphates (dicalcic phosphate) should also be stated separately. In England this term is not used, for this reason: that the manures are confined chiefly to bonedust and superphosphates. In this country, and in some of the other colonies, a very large proportion of the manures are in a mixed form—that is to say, bonedust or guano is mixed with the phosphate. In that case it is almost impossible to define what the solubility might be, because at the moment of contact the manures react on each other, and the result is the formation of a considerable amount of reverted phosphate. The next point to which we take exception is in subsection (3) of section 5, where we suggest that after the word "fertiliser" the words "in branded packages" be inserted. It is impossible for us always, especially from a manufacturer's point of view, to have only goods that are fit for sampling in our places. The Inspector has a right to come in, according to the Act, and sample any manure that may be on any one's premises. We are quite agreeable to the clause being so worded that he may be able to sample manures only that are ready for sale. In any manufacturer's place there must be a considerable amount of manure which is in the process of manufacture, and this we object to the Inspector sampling when it is not stuff that is ready

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.

12. *Hon. Mr. Pitt.*] Were those you omitted points that you objected to in the Bill of last year?—Yes; some of them were.

13. *Hon. Mr. T. Kelly.*] I understand that you represent all those persons that are engaged in the trade?—I do.

14. The first objection you made was to subsection (b) of clause 3. You objected to the terms in that subsection as to the full description of the fertiliser, which refers only to nitrogen, phosphoric anhydride, and dipotassic oxide, or potash. Why do you object to a full description of those articles?—I do not say we object to a full description of those articles, but a full description of the manure might imply a great deal more.

15. You do not object to any description here?—Not in the slightest.

16. With regard to section 5, subsection (3), you object to allow a sample of the bulk to be taken?—Yes.

17. What is the practice of the trade? Have you not a large proportion of manures ready for sale?—Speaking for ourselves, we have practically none ready for sale, except in branded packages. We make up orders within at most two or three days of their going away, and never have more than 20 or 30 tons in branded packages at a time.

18. Our Inspectors can get samples of the manures?—We always have 20 or 30 tons made up, and I have invited the Inspectors to send any one they like to analyse the samples. The Auckland Agricultural Society have funds which they provide for the purpose of having manures analysed, and I have invited them to come when they like and take samples of packages.

19. Have you any superphosphates in bulk which the Inspector can take?—Yes; within certain limitations. We only keep it in bulk for the purpose of maturing.

20. In section 10—that is, where the manure has been delivered to a ship or a railway—what you wish, I understand, is that when it gets to the end of the voyage or to the port the buyer then should take the sample?—Should take the sample either at the railway-station or the wharf before delivery, or, if taken by a carrier, on delivery by the carrier.

21. Sometimes it is impossible to do that?—In very few cases.

22. Take my own case. I live some distance from a terminus, and it would have to lie there until a cart came to take it?—The Act provides for the Inspector to take a sample, not the buyer.

23. *Hon. Mr. Duncan.*] How is it possible to comply with your provision that the owner shall be present? How can the owner be present at the delivery place?—He can either be present or be represented. We send our manures all over the province, and have representatives in almost every town in the colony.

24. You have not agents at the several sidings?—We have in the district, and it would be for the buyers to send some one to see the sample taken. There might be twenty or forty samples in a year taken, and it is not a very difficult matter.

25. If there is a cry made that the samples are not correct, the buyers will take many more samples?—In that case we shall only take our share with other people.

26. With regard to the branding of packages, are you in the habit of altering a package before you send it out?—Not unless it bursts or is torn.

27. It is not fair to interfere with the bulk in preparation?—No; it is not in the condition in which we wish to sell it.

28. The Secretary for Agriculture states that possibly it would be more convenient if the purchaser would notify that he wished samples taken before the manure was taken away from your place?—We would be quite agreeable to that.

29. *Mr. Buddo.*] Do you sell more than one brand of artificial manure from your establishment?—Yes; about a dozen.

30. Do you give a description and particulars of the brand?—In every case; and always have done so.

31. Have you any fixed brand of a marketable quality?—We have no fixed brands. We have the name of the manure, and in the case of superphosphates we give the solubility in water.

32. Would you send out an analysis, to accompany the invoice, to the purchaser of your manures?—That is done now.

33. You always send that?—We do.

34. *Hon. Mr. T. Kelly.*] In the case of a special manure—say, a potato or grass manure, where it is composed of various constituents—do you give any analysis of it when asked for it by the purchaser?—Yes; always.

35. Whether it is soluble or insoluble?—Yes. We give the solubility at the time of making, but we add a footnote that it is impossible to guarantee the solubility after a certain time. We guarantee it at the time of mixing.

36. *Mr. T. Mackenzie.*] What is the percentage of soluble superphosphates?—We have two superphosphates—(a) containing 32 per cent. soluble with ammonia 1 to 1½, and (b) containing 35 per cent. soluble with no ammonia.

37. That you guarantee?—Yes.

38. *Hon. Mr. Bowen.*] You are speaking for your own firm. Do I understand that what you say is the general custom in the trade?—Under previous Acts it is compulsory.

39. I know that, but is it always done?—Yes, always done.

40. *Mr. Ritchie (Secretary for Agriculture).*] I have a memorandum from the Gear Company in regard to section 3, subsection (2).

41. *Hon. Mr. Bowen.*] Supposing you got an order for a special manure from an individual, what position would you take up with regard to that? That is what they wish to get at under this clause. How would you fulfil the requirements of the Act outside your usual brands?—That represents a difficulty. We supply a large number of manures made up to suit the farmer, but in that case we could only guarantee the total amount of ammonia and phosphates.

42. But what about the special manures?—I am afraid that would represent a considerable difficulty.

43. Supposing the Act required you to tag these bags and put down the ingredients?—If you say that would satisfy you I am quite agreeable. Although I have come here and taken certain exceptions to the Act, I have not come to try and make difficulties in the way of the Department. I want to have, as in the past, pleasant working with the Department, and for that reason I want to avoid the possibility of any difficulty. Any suggestion which Mr. Ritchie makes in that or any similar way I shall only be too glad to meet.

B. C. ASTON, Chief Chemist of the Agricultural Department, examined. (No. 2.)

44. *The Chairman.*] You are acquainted with the Bill before the Committee?—Yes.

45. You have heard what the other witness has said?—I have heard Mr. Dick's evidence.

46. Will you in the same way proceed and give the Committee any information you can with regard to any clause which you think attention ought to be called to?—I am only at variance with Mr. Dick on, I think, three points. With regard to clause 3, subsection (b), he wants us to state the amount of phosphoric anhydride present in terms of tricalcic phosphate. That is already done. The clause says, "Phosphoric anhydride soluble in water, and its equivalent in tricalcic phosphate made soluble by acid." That means that the amount of each constituent will be stated side by side—that is, phosphoric anhydride so-much, equal to tricalcic phosphate so-much. Mr. Dick's objection is that a farmer will not understand what "phosphoric anhydride" means, but that is for the benefit of the analyst.

47. And you think it will not perplex the farmer?—I do not think so, because he sees what the term is equivalent to in tricalcic phosphate, which he has been accustomed to. "Dipotassic oxide" has the popular term put in after the scientific term—namely, "potash"—and in the same way has its equivalent in sulphate of potash. In the same clause we provide no way in which the percentage of dicalcic phosphate present in a fertiliser is given credit for. Now, all the previous analytical chemists who have given evidence before this Committee have decided that such an inclusion would lead to endless confusion. Mr. Dick himself said that a fertiliser with superphosphates in it changed very rapidly. Well, if you sent a sample to one analyst, and a portion of the same sample to another analyst, and the two samples arrived at different periods from the date of sending, and the chemist used different methods, you can easily see that the results would not be uniform. This is precisely what we wish to avoid, so I do not advise that Mr. Dick's suggestion on this point be accepted. Clause 5, subsection (3): Mr. Dick has proposed that the words "in branded packages" be inserted after the word "fertiliser" in line 28. I think the words "branded with the vendor's seal or brand" would be better, because there may be another brand on it. I recommend that the vendor's brand be inserted there.

48. *Mr. McLachlan.*] You agree with Mr. Dick?—With that addition. If a man were buying, say, Lawes's superphosphate, he would then have Lawes's brand; but if it is the vendors own brand the Inspector can step in and take a sample.

49. Are you quite prepared to allow, say, Kempthorne, Prosser, and Co. to sell Lawes's superphosphate on his analysis?—No. What I propose is that the vendor shall have his own brand in order to prevent the Inspector going to the factory and taking a sample of a brand that does not belong to the vendor. It might be a sample which had just come in from the Old Country to, say, Messrs. Kempthorne, Prosser, and Co., and if the Inspector went in and took a sample of that it would not be the vendor's manufacture, but Lawes's. Under this Bill it is not for sale until it is sold under the vendor's brand. The Bill says that every fertiliser must be branded, and the brand registered by the Secretary for Agriculture, and if it is a special mixture it must be tagged. Section 7 will have to be altered in a similar manner; "branded with the vendor's brand" will have to be inserted there. Subsection (3), (b), of section 7 says that "Where the fertiliser is in bulk, portions are to be taken from different parts of the fertiliser and thoroughly mixed as aforesaid." I think that subclause should come out altogether. If a sample is in bulk in the warehouse and an Inspector goes in, he may mistake that sample for a sample which is in process of manufacture, or mistake a sample which is in process of manufacture for a sample that is in bulk; so I think parcelled goods only should be inspected. Section 10, subsection (2): This is the main point on which I am at variance with Mr. Dick. This section provides that a sample may be taken within ten days from any purchaser's premises. Well, I think that the vendor should be represented there, as provided by the Bill, and that the following clause be added: "Provided that the vendor's representative shall be entitled to object that the sample is not in the same state as it left the vendor's premises, and the Inspector shall take a note of such objection." Supposing Kempthorne, Prosser, and Co. sent out a sample of manure by rail to some distance: under this Act the buyer notifies the Inspector that he wants a sample of that manure taken. The Inspector, under this Act, then notifies the vendor that he is going to take a sample. The vendor then has the opportunity of going out with the Inspector and seeing that the fertiliser has been properly treated—that is, that it has been properly stored, or kept away from the wet, and that the bags have not been opened. But there is no provision made for taking an objection that a sample is not a good one. If the vendor is allowed to make that objection at the time when the case goes before the Court, of course the Court will take cognisance of it. The vendor is, of course, entitled to seal the bags before they are sent out from the warehouse, and his representative may satisfy himself that these seals have not been tampered with. I think that does away with Mr. Dick's objection. Another objection of Mr. Dick's is to the words in section 15, "materially to the prejudice of a purchaser." That also occurs in a previous section, No. 9, where the words are "whether or not such difference was materially to the prejudice of the purchaser." Now, I think the analyst is the best judge as to whether such difference is materially to the prejudice of the purchaser, and therefore that sentence should remain, both in section 9 and in section 15. I think that is all I have to say.

50. *The Chairman.*] Is the analyst always available for the purpose of verifying these things?—No; but under this Bill the defendant in any action may require the analyst to attend by giving notice.

51. In other respects you agree with Mr. Dick's recommendations?—Yes; I am prepared to accept Mr. Dick's recommendations. In regard to many of them, they were made in the draft Bill I prepared a few years ago, especially the section which deals with the production of two analysts' certificates before the Court instead of one, thus possibly saving the Court an unnecessary adjournment. If these two analysts' certificates are uniform, of course there is nothing more to be said.

52. Are there any materially new proposals in this Bill which you have not called attention to, and which you could give information upon to the Committee?—Do you mean where it differs from the old Act?

53. Yes—materially I mean?—Yes; there is the question of registering brands. In this Bill it provides that all manure shall be branded, and that such brand and the composition belonging to such brand be registered with the Secretary for Agriculture. In many cases, of course, it would be impossible to register a brand of a fertiliser sold, because the fertiliser was made up to the formula of a client. In that case it is provided here that the bags be tagged, so that the Inspector walking in to take a sample will see exactly what the composition of that fertiliser is from the statement on the tag. That was in my original draft, and was struck out.

54. You have said what you think necessary as to what is new and material in this Bill?—Yes.

55. *Hon. Mr. McLean.*] Supposing a farmer orders a certain mixture, what would be the effect of one ingredient on another—might it not alter the analysis altogether?—That is only in a case where superphosphate is mixed with other fertilising ingredients. In that case the superphosphate reverts to a more insoluble form—that is, insoluble in water.

56. Referring to the ten days within which a buyer can get a sample taken: you propose an amendment in that. Would it not be better if he should have a sample taken when the stuff is delivered? The analysis given then would probably be better than one given ten days after?—You are thinking of the changing of the composition?

57. Yes?—We are not taking any notice of the reverted form of superphosphate in this Bill. I propose that we take no notice of it, and that will do away with your objection. The vendor will only get credit for what is soluble and what is insoluble phosphate. There will be no half-way course, as suggested by Mr. Dick.

58. *Hon. Mr. A. Lee Smith.*] Do you think the interpretation of "vendor" should include every person who sells a brand of manure? Suppose I import a lot of manure of a good quality and my neighbours want to buy some of it from me, am I supposed to have a certificate?—If you sell more than 2 cwt. you are; you will be acting as a vendor then under the Bill.

59. Supposing I am not in business, but I have facilities for getting a good brand from Home on good terms—say, I get 10 tons and do not want all of it myself and my neighbours want some of it: have I to get the certificate and go to the trouble of registration?—Section 2 of the Bill says, "'Vendor' means any person who, either on his own account or on behalf of any other person, sells in the ordinary course of his business any fertiliser." The case you quote would not be in the ordinary course of your business. A person may combine with others and send Home for a cask of whiskey, and he is not therefore an hotelkeeper, and has not committed a breach of the Licensing Act.

60. *Hon. Sir W. J. Steward.*] Section 3, subsection (2), paragraph (b): Mr. Dick recommended the Committee to strike out the words "phosphoric anhydride" and "dipotassic oxide" and put in the words "pure potash." You want to distinguish between these terms and "pure potash"?—The terms are explained. "Dipotassic oxide" is an unambiguous term.

61. *Mr. T. Mackenzie.*] The point I would like to get clear on is in clause 5, as to whether the brand of analysis placed on manures at Home is not to be used here by the New Zealand sellers. That is to say, you referred to Lawes's superphosphates coming here with a guarantee of 35 per cent. to 37 per cent.: is not that brand to be sold here, or is a new brand to be put on by the persons selling it?—Not necessarily. If the seller gets Lawes's superphosphate to mix with another manure, then he should place his own brand on it; but if he is going to sell Lawes's superphosphate there is no objection to Lawes's brand being registered with the Secretary for Agriculture. Then he can sell it as he receives it, and take the responsibility.

62. Supposing a person is importing from three different manufacturers, must he register their brands out here?—It is quite optional whether he registers their brands or brands of his own, provided he registers the composition.

63. Let us assume a merchant—say, located in Palmerston, in Otago—orders from Home—from Mr. Lawes, if you like—1,000 tons of superphosphates: is he at liberty to send instructions to the ship's side to have that manure sent direct from the ship's side—some of it, say, to Hampden—without any interference with the brand on the bag?—Yes, if the brand is registered.

64. But suppose it is not registered?—He ought to register it and put the brand on the bag, so as to trace its origin.

65. Mr. Lawes would require to register here, then?—His agent or the importer would.

66. Has Lawes an agent here?—There may be several agents buying the same brand and working independently of each other.

67. Have you in the interests of the farmers or agriculturists studied the best proportions, say, of superphosphate—have you considered the different percentages that have been arrived at in this country of manures sold to the farmers?—Of course, the higher the percentage of soluble superphosphate the more benefit to the land.

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.

97. Would it not be better, until such time as it is actually delivered, to defer the taking of a sample?—That is always provided for. Section 10 says, "The buyer of any fertiliser may, at any time within ten days after the delivery of the fertiliser, notify the Inspector in writing that he desires him to take a sample of such fertiliser."

98. Would not a general clause be better than the two ways of doing it?—No; because the Inspector requires to have the right to go into a factory and take a sample from the factory.

99. Do you not think, if there is some process which might, in the opinion of the vendor, be a secret process, that he has some right to protection?—The Inspector has only to enter that portion of the factory where the manure is stored.

100. Then, you would not be in favour of confining the sample taken and analysed to the manures delivered; you think it would be better to have the right of entry on the manufacturer's premises?—Yes.

101. *Hon. Mr. Pitt.*] Read section 7?—"Every Inspector may at all reasonable times enter upon any premises in the occupation of any vendor wherein he has reason to believe that any fertiliser is and take such a sample of any fertiliser found there as may be required for purposes of analysis under this Act." I recommended that the words "stored and branded with the vendor's brand" be inserted after "is," line 47.

102. That is not in the Act at present?—No.

103. Do you recommend that the word "full" in paragraph (b) of section 3 be struck out?—Yes; I have already agreed to all Mr. Dick's other recommendations. "A 'general' description," I think, would be the better words to insert there.

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