

to be put in the certificate. How can we tell when we buy a line of seed that has passed through half a dozen hands, as it frequently does here? Who can tell in the end where that seed was grown? In importing seed from America or Europe we cannot tell in what country it was grown. Very frequently Continental seed is sent to America, and American seed is sent to the Continent, and we get it here in New Zealand. We cannot tell in what country that seed is grown, and we say it is not material to the point the Government is aiming at—namely, purity of the seed; and therefore we say it is unfair to ask us to try and give information that it is simply impossible for us to give. Then, sir, with regard to subclause (g), we ask that the second proviso, commencing "Provided," should be struck out altogether. It seems to us to be absolutely unworkable. It states, "Provided also that if more than ten per centum by numbers of any one kind was harvested in a different locality or year from the rest of such kind, the percentage and the locality or year of each portion shall be stated separately." Of course, if subclause (f) comes out, then the first proviso and also the second proviso in subclause (g) will come out; but in any case it seems to us impossible for the vendor to give the information that this second proviso suggests—that he should give the information with regard to the percentage of each portion of the mixture. It is not practicable, and therefore we put it as strong as we can that, first of all, you should strike out subclause (f), and that in any case you should strike out the second proviso in subclause (g). Then I would just say that the Bill makes no reference to transactions in the seeds mixed by the vendor for the convenience of the farmer. Now, there is a very great deal of that done, as most of you gentlemen know. The farmer lives away in the backblocks; he has no convenience for mixing the seed, and he gets the merchant to mix them for him.

5. *Mr. Field.*] And it saves the bags too?—Yes. In all such cases we say the buyer must have samples drawn before mixing if he wishes to have them tested or otherwise—that is, if he wishes to take advantage of the Act he must not get the vendor to mix the seed and then afterwards say, "Oh, I am going to have a sample of that." He must take samples drawn from the seeds before they are mixed. I think that is very reasonable, and anything less than that would be absolutely unfair to the vendor, and make the business of mixing so dangerous that it seems to me the farmers would not be able to avail themselves of the facilities they have at present from the merchants. I now pass on to clause 6. This clause deals with the drawing of samples, and we say the sample should be drawn before the seed leaves the store of the vendor, otherwise the seller will be at the mercy of the buyer. We recognize that the Bill aims at the prevention of fraud on the part of the merchant or seller. There may be some cause for that—we do not say there is not; but we say, are you going to remedy that by making an opening for the farmer to be guilty of fraud against the trader? It seems to cut both ways. If you are going to allow a farmer to draw seed-samples within seven days after he receives it away in the backblocks, what guarantee is the merchant going to have that that is the true sample? Surely some means should be devised by which the trader can be protected. We do not object to the farmer having all the protection possible, but at the same time we say there should be some protection for the trader, and if the farmer wants the seed examined he should have the samples drawn either by himself or by the agent and forwarded to the Biologist before the seed is despatched from the trader's premises. If the question is raised that the trader might adulterate the bulk after the sample is drawn, I suggest that the party who samples it should be some licensed individual, and he could absolutely seal the bulk and nothing could be interfered with. I do not think any objection could be made to that, and therefore the farmer would have an absolute guarantee that the seed is not interfered with from the time the samples are drawn.

6. *Mr. Buchanan.*] How could you seal the sack?—In the usual way that firms seal their sacks with sealing-wax, and the same as the Post Office people seal their mail-bags. It would not do to enable the farmer to get at the trader by some unfair means—by adulterating the seed and then taking another sample, or not having the sample drawn properly. We say instances have been known of fraud on both sides, and we therefore want to see that both sides are protected. Then we go on to subclause (c) of clause 6: "Each sample must be enclosed in a suitable package, sealed, and delivered (or forwarded by registered post) to the Biologist." We suggest that each sample must be drawn, divided into three equal parts, and sealed in the presence of the vendor or his agent—one for the vendor, one for the buyer, and one delivered (or forwarded by registered post) to the Biologist. That is, we want to have the samples drawn in the presence of the vendor or his representative, and we say that is reasonable. Clause 7: We say that the trader should not be entirely judged by the one Biologist, however able a man he may be. He is only human and liable to err, and therefore we suggest that in the event of the Biologist's report being adverse to the trader or adverse to the farmer either side should have the right of appeal to the decision of two experts to be chosen, one on each side, with an umpire to be mutually agreed upon. That is the ordinary arbitration clause, and we say it would be fair to both sides, and that the dictum of one man should not be allowed to impose pains and penalties on perhaps a perfectly honest trader. Some court of appeal ought to be provided. Then we say, in all cases of appeal to experts the costs must be paid by the losing side. Then we want to ask this question, sir: does the Bill preclude the sale of fog, sweet vernal, chicory, rib-grass or plantain, vetches, when sold as such—that is, you are not allowed to sell them as adulterated seed, but can you sell them and describe them as such? We frequently sell Yorkshire fog and rib-grass. Then, clause 9 deals with the publication, and we think that this is really a monstrous clause. This Bill is not going to operate equally. The farmer may make complaints, and if the complaint goes against him he is not going to suffer, and he may have put the trader to a lot of trouble and expense. If, on the other hand, the trader is found to be in fault consequent upon the Biologist's report, he is to be prosecuted; and surely that is going to be sufficient punishment to the trader without having the whole of the details published throughout the Dominion and made public in some way