

35. So that you know what is in those parcels, and by guaranteeing the whole lot you would be doing it just as much as guaranteeing it individually?—But as a matter of practice, speaking as a merchant, I might have one of those seeds that may not come up to the warranty. Then why should I have the five lots condemned instead of only one?

36. You know what you are buying, and so long as you have not above the quantity when it is mixed you are in as good a position as if you sold it singly?—I am sorry I cannot agree with that.

37. You are allowed up to a certain percentage by the Bill?—Yes, we are allowed up to a certain percentage under clause 4.

38. And so long as it does not exceed that percentage in the whole lot there would be no difficulty?—I do not know. I still think there would be very great difficulty with regard to mixed seeds. I do think that the sampling and testing should be on the original samples before the mixing.

39. Then take 5 cwt.: supposing it is red clover and you are allowed 4 per cent., you could give millions of bad seeds or weeds in that amount. Should there be any allowance in regard to Californian thistle?—You cannot eliminate it entirely. There are small seeds that the very finest machinery invented will not separate entirely, and you cannot get away from it—you have to put up with it. I do not think you will find in any Seeds Control Bill provision for absolute purity.

40. Mr. Buchanan raised the question, with regard to 5 cwt. packets, that the merchant might send out so many 5 cwt. packets, and you said it was not reasonable?—Yes. Mr. Buchanan's point was that a man might execute an order for 5 tons of seed in so many lots of 5 cwt. each; but I could not send him twenty invoices for the 5 tons. He would not be a party to it, and the thing would not be tolerated if he knew it.

41. With regard to the form of the certificate, that would be easy enough. You could have the seeds that are generally in use printed on the form, and you could simply fill in opposite each class of seed that you were selling the necessary information?—It would be very much more convenient to have it printed on the invoice instead of having a separate document.

42. You ask us to strike out the words "locality" and "country." There are certain countries from which farmers would be very glad to have no seeds at all, and therefore it is advisable to know what country the seed is coming from?—Well, I do not know.

43. If it is coming from the Old Country, surely there is no harm in getting a certificate from the merchant who is sending it out—the merchants here know what country it is grown in?—Of course, if you are going to accept information of a second-hand nature of that sort.

44. No; they would have to give a warranty just the same as you would have to give a guarantee in selling the seed?—There is so much interselling between traders and merchants that I think the origin of the seed would be lost altogether. I do not think it would be practicable.

45. You want us to knock out the two subsections in clause 5?—Yes.

46. That would practically knock out the Bill. You say, what guarantee has the trader against the farmer?—Yes.

47. Well, he would have the same as the farmer has against the merchant?—What guarantee would the trader have?

48. He could examine the stuff on the place just as the farmer is supposed to examine it here?—As a rule, the farmer buys the seed personally from the merchant; the merchant does not travel with the seed to the farmer's place. I do not mean with regard to the seeds he was going to buy from the farmer, but the seeds he was going to sell.

49. But if the warranty was given in the merchant's store that would obviate that?—Yes.

50. With regard to publication, would it not be sufficient, instead of publishing it, that the buyer of that seed and the Biologist who says the seed is not all right should have copies of that report, not necessarily for publication?—Yes, that is right.

51. Clause 7 says, "An offence against this Act shall be deemed to have been committed by the seller if, on examination by the Biologist, any sample of seed sold for sowing is found by him to materially differ, to the detriment of the buyer, from the description given in the invoice certificate." Well, of course, it would be a hardship on the grower if not allowed to use it?—Well, he could sow it.

52. But he would not have a claim?—No.

53. But that would be obviated if the warranty was given and taken in the store?—No, it would not be obviated, because the farmer may then choose to sow the seed. Our point is this: that the farmer must not be allowed to bring as evidence the Biologist's report after he has sown the seed.

54. Mr. Hall.] Are you a seed-merchant?—Yes.

55. Is the great bulk of the seed that is sown sold by the merchant direct to the farmer, or by private sales from grower to sower?—I should think the great bulk of the business is done between the trader and the farmer.

56. You said in the first instance that you were in favour of taking away all restrictions, and putting no restrictions between the purchaser and the merchant or trader?—No, sir. We say that the Bill ought not to restrict in any way the business between merchant and merchant or trader and trader.

57. And the purchaser?—No, sir, I did not say that; you must have misunderstood me.

58. If the merchant is the principal dealer with the sower, do you not consider that the merchant should be responsible for the seed which is sold?—I have not suggested otherwise. I say, let the Bill operate as between trader and farmer, but not as between trader and trader. If I want to buy seed from Mr. Watson, we are both merchants, and the Bill should not operate at all between us; but if Mr. Watson wants to sell to the farmer, then the Bill comes into force