

6. *Mr. Massey.*] You approve of that?—Yes, I approve of that. In clause 3, subsections (b) and (c), it reads—"A general description of the fertiliser and its price; a full statement of its composition, showing the minimum percentage of the following ingredients when present, and the unit-value attached to each of them: Nitrogen soluble in water; nitrogen insoluble in water; phosphoric anhydride (anhydrous phosphoric acid) soluble in water; phosphoric anhydride insoluble in water; dipotassic oxide (potash) soluble in water." Now the whole value of this clause will fall on the words "unit-value." This "unit-value" was the stumbling-block in the Manures Adulteration Act of 1892. When the Hon. Mr. McKenzie brought the Bill of 1892 before the House it was framed from the best known Act we have ever had yet for the purposes of fertilisers or manure adulteration. I refer to the English Act of 1893, then under consideration in England. This Act of Mr. McKenzie's required two or three amendments to make it the most perfect Act to be obtained. Unfortunately the vendors met, and they wrecked the Bill by the addition of "unit-values." I think, without exception, the whole of their proposed amendments went in, and by doing this they ruined the Bill. Now the "unit-value" is a very nice point for scientific chemists, but it is a very unfortunate one for the farmer. It has been my duty for years to lecture to farmers, and I do honestly say that after the years I have been lecturing they know very little more now than when we started. So long as the man is there with the blackboard it is all right, but when he is absent the knowledge is lost. The Manure Adulteration Act of 1892 which is now law is so complicated with unit-values that I think I may say it is hopelessly impossible to get a conviction unless the manure is so palpably wrong that no man would dare to put it before the people. This clause 11 of the New Zealand Manure Adulteration Act of 1892 demands that the certificate of analysis shall also state the total value of the manure sampled on the basis of the value per unit per ton published by the vendor. Then it goes on to say: "Should such deficiency exceed the following limits." It gives the limits the deficiency may be, and it gives the vendor the opportunity of escaping. It says, "Any difference between such total value and the price charged for such manure to be allowed for by the vendor at the unit-price specified in invoice." Now it simply requires the vendor to put the unit-values at whatever he likes. He can calculate them up and the purchaser has no possible power of recovery, as it is within the meaning as prescribed by the Act. Now the same thing applies in this Bill.

7. You are speaking about section 11 of the present Act?—Yes; the Act now in force. Now, I will give a case in point to make the thing more explicit. I have lately made an analysis for the Stock Department in Auckland, advising them as to which manures were the cheapest they could obtain on the market for their purposes. With regard to some manures of ———, they guaranteed in one instance 20 per cent. superphosphate at 4s. 6d. per unit-value. They guaranteed 18 per cent. of insoluble phosphate at 2s. per unit-value, and 3·5 per cent. of nitrogen of ammonia at 10s. per unit-value. Now, that totals £3 1s. Their selling-price is £4. Therefore, if there was a deficiency of 50 per cent., they are still within the selling-value if calculated by the unit-value they have given. Now, it is true that if this was looked into by a Magistrate conversant with chemistry he would say at once it was not right; but, as a rule, the Magistrates are not much more versed in this technical chemistry than the farmers, and you must remember that this deals with the farmers. The farmer has to consider whether he has a right to bring this before a Magistrate. Now the analysis, in this instance I have mentioned, did not come up to the guarantee. It was deficient in two points. Instead of being 20 per cent. soluble phosphate, it was 17·17; and, instead of being 18 per cent of insoluble it was 17·02. The ammonia was higher, 4·33; still its unit-value calculated was £7 14s. 6d., against £8 1s., but its selling value was £4. Therefore, the ratio would still bring it actually below the £4. Now, in the Fertilisers Bill now before us you make the chemist decide. In clause 10 of this Bill it says, "The Analyst shall give a certificate of the result of the analysis, and shall state therein explicitly the amount (if any) of the ingredients mentioned in section four hereof present in the sample analysed, and shall state in what respect (if any) the results of the analysis differ from the particulars stated on the tag attached, and whether or not such difference was materially to the prejudice of the purchaser." Now, here you have got a unit-value without any of the conditions of those in the Act now in force; the vendor can place whatever unit-values he pleases upon it, and he will naturally make it high. Now there is one way of removing this danger. If, after the words "the unit-value attached to each of them," you add "The value of the manure calculated from such unit-values shall be equal to its selling-price," you nullify that danger, but you raise another one. If a value is taken of a manure, and we assume there are three different points to be considered in it, as in the instance of ——— just now quoted—that is to say of soluble phosphate, of insoluble phosphate, and of ammonia—then, with the varying percentages of these ingredients and the necessity of the unit-values combined meeting that value of £4, to be correct you have an algebraic problem of no light order. Very few vendors could do it. It requires a mathematician, and I am afraid the farming community would be hopelessly out of it. That is the difficulty. And these values fluctuate, and, as different prices are given for different quantities, it is almost impossible that the correct unit-values could be calculated. Now, I think the removal of the words "and the unit-value attached to each of them" would be wise. It would make no difference to the Analyst or the Magistrate. The inclusion of the words "and the unit-value attached to each of them" would, to my mind, simply wreck this Bill in the same way as the unit-value wrecked the last one. Now I have a few words to say upon the method of calculation. Again following the English Bill, which is, to my mind, the most complete one we have, clause 1 of the English Act says, "Every person who sells for use as a fertiliser of the soil any article manufactured in the United Kingdom, or imported from abroad, shall give to the purchaser an invoice stating the name of the article, and whether it is an artificially compounded article or not, and what is at least the percentage of the nitrogen, soluble and insoluble phosphates, and potash, if any, contained in the article, and this invoice shall have effect as a warranty by the seller of the statements contained therein." That is very simple. Here we