**FERTILISERS BILL 1918**

**House of Assembly, 23 October 1918, pages 1008-11**

Second reading

**The COMMISSIONER of CROWN LANDS (Hon E. A. Anstey)—**In moving the second reading of this Bill, I desire to say that its object is to consolidate the Fertilisers Act 1900, and the amending Act of 1903, with various important amendments which the great development since 1900 of the use of artificial manures as fertilisers has rendered necessary. When these Acts were passed, the value of artificially compounded fertilisers was only beginning to be appreciated by the primary producers of this State. At that time the use of commercial forms of fertiliser was almost confined to the bonedusts and sulphate of ammonia applied by market gardeners to their vegetable crops. With the opening years of this century the teaching and demonstrations of Professor Lowrie and a few other enlightened agriculturists had begun to draw attention to the great value of superphosphate of lime when applied to wheat lands. Under its quickening touch our exhausted wheat fields began again to show some of that productiveness which had made them in their virgin state a world wonder, whilst many poorer areas, hitherto almost useless, became highly valuable. It may be truthfully asserted that the introduction of this one factor into our farming practices has done more to lift our State out of a condition of stagnation verging on insolvency than any other deed connected with our history, be it political or industrial in character. Since these Acts were passed the mental attitude displayed by our primary producers towards scientifically compounded manures has undergone a great change. To meet this spirit of inquiry, and supply the demand arising therefrom, many kinds of much more complex fertilisers have been placed on the market. The increasing demand for some of these has led to greatly enhanced prices being charged for them. With the increase in price, greater exactness in quality becomes an essential if the purchaser is to receive reasonable protection. Owing to the complexity of these manurial compounds it is too much to expect the farmer and gardener to be sufficiently well trained in chemical science to detect all errors or fraudulent practices which may be brought into the trade in these articles which are so necessary to his success. For these reasons it has been deemed desirable to consolidate the present laws relating to fertilisers and bring them into line with the needs of modern agricultural and horticultural practices. This Bill is brought forward as an attempt to simplify the legal processes to be followed by officers charged with carrying out the laws relating to fertilisers, whilst ways and means are also provided to enable the primary producer to secure in a genuine form the article which he expects he is buying. The Parliamentary Draftsman during the preparation of the Bill had the advantage of consultation with the Director of Agriculture (Professor Perkins), the Director of Chemistry (Dr. Hargreaves), and the Inspector in Charge of the Fertilisers Acts (Mr. George Quinn), and the Bill as introduced has been submitted to and approved by these three gentlemen in conference. The following are the amendments to the existing law to which it is necessary to direct attention. The other amendments are either of a drafting character or are of minor importance. For example, a number of useful machinery and evidentiary provisions have been adapted from the Insecticides Act of 1910. These, however, do not call for special mention. In clause 3 the definitions of certain chemical compounds which form the basic qualities of our popular fertilisers will be welcomed alike by the manufacturers and officials, as a standard upon which the former may base their calculations when engaged in the processes of manufacturing and blending their products, and by the latter as a means of checking the results achieved. Under clauses 5 and 7 provision is made for the minimum percentages of the constituents of fertilisers which must be furnished annually to the Chief Inspector under the Act and given to the purchaser on every invoice as a guarantee to be stated in non-variable terms, i.e., the seller must declare his superphosphate contains a minimum of 36 or 37 or 38 per cent, of water soluble phosphate, and not quote a range from 36 to 38 per cent, as heretofore. This method led the buyer to expect, or at least hope, that he would receive the higher quantity, whilst in case of a test the manufacturer could withdraw behind the lower figure in the guarantee. With the increasing attention given to lime and gypsum by our fruitgrowers and gardeners it has been deemed desirable to include these in the fertilisers to be registered and demand that standards be adhered to. These standards are based on the inclusion of the most desirable chemical constituents as well as upon the mechanical condition of the product. Clause 8 makes it obligatory that each package containing any fertiliser shall be legibly and durably branded with the name of the vendor or the manufacturer, the percentage or percentages of the guaranteed chemical constituents, and in the case of lime and bone manures, the guaranteed percentages of fine material. This latter particular is very important, as these fertilisers vary in utility with the size of the particles. It is also deemed desirable that the weight of the contents should be branded on the package, as well as any name or trade mark which in the certificate or invoice is given to any particular fertiliser. In the present laws dealing with fertilisers the provision in regard to branding the package itself is stated in ambiguous terms, and consequently certain dealers merely attached a flimsy printed tag to the bags. This readily becomes detached in transit, and all evidence respecting the identity of the manufacturer or dealer is lost. Further, such unbranded bags might be refilled with food products used by human beings or animals, and that possibly to their serious injury. The branding on the container of the weight of its contents along with the guaranteed percentages of their essential constituents in abbreviated terms has been incorporated in all modern legislation dealing with fertilisers in the other States of the Commonwealth. Clause 9 makes it an offence to use a branded bag which has contained a particular kind of fertiliser and has been emptied; for holding a different kind of fertiliser. The possibilities of fraud if this is allowed to be done are obvious. Clause 12 deals with deficiencies allowable between the seller’s guarantees and the results shown by the official analysis of samples. It proposes to reduce the allowable deficiency of phosphate from 21/2 per cent, to 2 per cent. On the other hand, a new proviso protects the buyer and the seller alike, for it provides that deficiencies in the guaranteed percentages of the lower or less valuable forms of phosphate may be covered by the presence of an excess of the higher or more readily soluble forms in any fertiliser which is guaranteed to contain its phosphates in two or three forms. To state a concrete example relative to these deficiencies:—Under the present law, a superphosphate guaranteed to contain 36 per cent, water soluble phosphate, and for which £4 per ton was charged, had to be proved to be actually worth less than £3 14s. 6d. before the seller was liable to have legal proceedings taken against him. It can be readily seen that a dealer in a superphosphate with this same standard of guaranteed quality, but now costing £5 per ton, would be allowed almost identically the same latitude by the 2 per cent, discrepancy suggested in this Bill. With the greater accuracy which is claimed for modern fertiliser mixing machinery it should be possible for manufacturers to maintain a grade well within the limits prescribed in this Bill. The restrictions prescribed by clause 13 are intended to assure the purchaser that the phosphate he buys in any bone fertiliser shall in future be wholly derived from bones, and not made by the addition of the much cheaper ground phosphatic rock. It may be stated here that the absolute detection of this deception has been placed on an unassailable basis through the recent researches of a member of the staff of the Department of Chemistry.

Clause 20 extends the department’s power publish the results of analyses of fertilisers. It is considered that the power of publishing these results should be extended, so as to enable competent persons to compare the manurial values of special or proprietary manures with the values contained in well known simple forms. Power is also given to publish these results in a newspaper. Hitherto there has only been power to publish in the “Journal of Agriculture”. Publicity of defects is feared more by those who would impose on the public than proceedings taken in the Courts, which more frequently fail through the raising of legal technicalities than for want of proof of the absence of desired qualities in the article in question. Under clause 21 improved facilities are offered to farmers and gardeners to secure analyses of fertilisers delivered to them. It has been found that samples collected from farmers in country districts reveal great discrepancies compared with the analyses of samples obtained by the inspectors from manufacturers and dealers in the metropolitan and manufacturing areas. Under clause 21 farmers and gardeners can themselves take samples of any fertiliser which they have purchased and for­ward them to the department for analysis. An important innovation is the extension of the time within which the buyer may have a sample of fertiliser analysed. At present this is 10 days after delivery of the fertiliser to him. This clause extends the period to four months after delivery. This is sought on the ground that the farmer usually buys and takes delivery of his fertilisers during the summer, when wheat carting; but long experience shows no means of practically computing or suspecting their qualities until the crops dressed with them have appeared above ground in the early winter. Hence the farmer usually needs to take his sample during seeding time. It may be contended that in the case of phosphatic manures the water soluble portion may revert to a less active form when kept in bags stored in farmers’ barns over this period. If this be so, the analyst can detect the presence of the phosphate in whatever form, and in the administration of the law justice will be done to the seller upon the facts adduced in each instance. It is proposed to lay down by regulation a standard method to be followed by farmers and others in taking such samples, and provision is for a justice of the peace or a police officer being present to note the procedure adopted in taking the sample, and the seller or his representative is also to be invited by timely notice to be present to watch his own interests. For the purposes of administration and co-ordination, it is provided that all of such samples, and the results of the analyses of same, are to pass through the office of the Chief Inspector, and not go direct from farmer to analyst. Clause 25 is to prevent trivial and hasty actions under these provisions, the individual who desires to take advantage of them is made liable in the first instance for the cost of such an analysis, if his suspicions are not upheld; but relief may be given bona-fide producers from this expense. In case the suspicions of deficiency prove well grounded, the buyer may recover the cost of the analysis from the seller as a debt, or, if official action be taken upon the sample in question, a magistrate may, on conviction, include the costs of such analyses in the fine inflicted. Clause 26 contains a principle vital to the safeguarding of the users of fertilisers. Most consignments of fertilizers are sold and sent out in l cwt. and 2 cwt. bags, and it is deemed desirable that each bag or package should contain a fair average sample of the whole bulk, as the farmer or gardener cannot be expected to possess conveniences to enable him to empty all receptacles and mix the consignments afresh. Further, he does not empty the contents of more than one or two packages into his machine at a time when distributing the manure with the seed. Hence, to secure uniformity of results, the contents of the unit package must be a reasonable counterpart of the whole consignment sent out to him by the merchant. It is claimed in the artificial manure trade that automatic mixing machinery has reached a high standard of perfection, and this affords the users of such to demonstrate their claims. In subclause (2) of clause 33 an attempt is made to make all fertilisers comply with the maker’s guarantee as to such fertilisers if they are found on premises registered for the sale of such fertilisers. This is designed to compel manufacturers and dealers to be specific in their notifications of their places of business, and to keep incompleted lots away from those ready to be dispatched to or be taken away by the purchaser. In the past the inspectors and other officers, when engaged in collecting samples, have been brushed aside by the protest that a particular lot from which a sample was sought was not for sale, and as no evidence could be adduced to the contrary, in instances where the analyses revealed discrepancies, no remedy for an offence against the Act was available. Clause 14 deals with regulations, and wide powers are proposed. It has been felt that the powers of such an Act as the present one are cramped and rendered inelastic unless powers are given to the Governor in Council to make regulations to keep in line with the advance of science in relation to such a subject as the one dealt with in this Bill. In particular it is extremely desirable to set up standard methods for sampling and analysing fertilisers, as by such means alone the officers administering an Act like this are enabled to maintain fair dealing between buyers and sellers. It also gives the manufacturer an opportunity of knowing definitely what has to be done to conform with the requirements of the law. Evidence of the result of an analysis is not to be admitted, unless it is first proved that in making the analysis the analyst followed the method of analysis prescribed by the regulations in clause 24.

Mr. GUNN secured the adjournment of the debate until October 24.