

# LEGISLATIVE COUNCIL.

(Constituted under the British Guiana  
(Constitution) (Temporary Provisions)  
Order in Council, 1953).

FRIDAY, 17TH AUGUST, 1956

The Council met at 2 p.m.

PRESENT:

The Deputy Speaker,

**Mr. W. A. Macnie, C.M.G., O.B.E.**—  
In the Chair.

*Ex-Officio Members*

The Hon. the Chief Secretary,

**Mr. M. S. Porcher (Ag.)**

The Hon. the Attorney General,

**Mr. C. Wylie, Q.C., E.D.**

The Hon. the Financial Secretary,

**Mr. F. W. Essex.**

*Nominated Members of Executive Council*

The Hon. **Sir Frank McDavid, C.M.G.,  
C.B.E.** (Member for Agriculture,  
Forests, Lands and Mines).

The Hon. **W. O. R. Kendall** (Member  
for Communications and Works).

The Hon. **G. A. C. Farnum, O.B.E.**  
(Member for Local Government, So-  
cial Welfare and Co-operative Develop-  
ment).

The Hon. **R. B. Gajraj**

The Hon. **R. C. Tello**

*Nominated Unofficials*

**Mr. T. Lee**

**Mr. W. A. Phang**

*Nominated Unofficials*

**Mr. E. F. Correia**

**Mr. H. Rahaman**

**Miss Gertie H. Collins**

**Dr. H. A. Fraser**

**Mr. R. B. Jailal**

**Mr. Sugrim Singh**

*Clerk of the Legislature—*

**Mr. I. Crum Ewing.**

*Assistant Clerk of the Legislature—*

**Mr. E. V. Viapree.**

*Absent—*

His Honour the Speaker, **Sir Eustace  
Gordon Woolford, O.B.E., Q.C.**—on  
leave.

The Hon. **P. A. Cummings** (Member  
for Labour, Health and Housing)—on  
leave.

The Hon. **L. A. Luckhoo, Q.C.**—on  
leave.

**Mr. W. T. Lord, I.S.O.**—on leave.

**Mr. J. I. Ramphal**—on leave.

**Mr. C. A. Carter.**

**Rev. D. C. J. Bobb**—indisposed.

**Mrs. Esther E. Dey**—on leave.

The Deputy Speaker read prayers.

The Minutes of the meeting of the  
Council held on Thursday, the 16th of  
August, 1956, as printed and circulated,  
were taken as read and confirmed.

## ANNOUNCEMENTS

**Mr. Deputy Speaker:** I have to an-  
nounce that the Hon. Mr. L. A. Luckhoo  
has applied for leave from today's meeting  
in order to attend an important meeting  
of the Georgetown Town Council.

The Rev. Mr. Bobb is indisposed, and  
has written asking to be excused from  
today's meeting.

## ORDER OF THE DAY

**Rice Farmers (Security of Tenure)  
Bill**

Council resolved itself into Committee to resume consideration of the Bill intitled:

“An Ordinance to provide better security of tenure for tenant rice farmers; to limit the rent payable for the letting of rice lands; and for purposes connected with the matters aforesaid.”

Clause 5.—*Implied conditions in agreement of tenancy.*

**Sir Frank McDavid** (Member for Agriculture, Forests, Lands and Mines): I think we were at clause 5 yesterday afternoon when I indicated that I would discuss with the Director of Agriculture certain aspects, not of this clause but of the matter which was giving the Council some concern. The object of the proposed amendment seems to me to be an endeavour to make quite clear the right of tenant farmers to cultivate more than, one crop of padi in one crop year, and secondly, to cultivate other crops within the period. I understand that cases have arisen in which tenants' right to do just those things has been questioned, and the matter has been taken before the Court.

**The Chairman:** I think the purpose of the hon. Mr. Lee's amendment is with respect to rice planting—not the cultivation of other crops.

**Sir Frank McDavid:** Other speakers took a different view, and I said I would discuss the point with the Director of Agriculture in order to ascertain what the view should be. Actually, the Director has confirmed my own view in the matter, and upholds what the hon. the Attorney General would describe as the legal ruling. The legal view is that the tenant is in occupation of the holding and, subject to what this Bill itself prescribes, may continue to occupy that holding and to plant during the year. The Director of Agriculture is quite certain that it is proper for a tenant to plant more than one padi crop during the year, if he thinks fit, although that is not the normal recommended practice of the Department. Secondly, the Department is quite certain that it is good husbandry to plant in

between padi crops certain crops which help to improve the fertility of the soil, notably black eye peas. It is quite right that the tenant holds the land even when it is lying idle during the period between the reaping of the crop and the planting of the next.

In so far as the Bill itself is concerned we must not forget that the whole of this exercise is designed to protect rice lands and to stimulate the growing of padi and the production of rice. We are protecting farmers from being deprived of their holdings for that purpose. We feel that it is one of the economic fields of production in this Colony; that the growing of padi is a good thing, and so we are going to all this trouble to protect the farmer in that respect by defining “rice land” to mean—

“any land which is let or agreed to be let the subject of an agreement of tenancy which is used either wholly or mainly for the cultivation of padi, such land being at the time of letting fit for the cultivation of padi according to normal agricultural standards”

The governing words are “used either wholly or mainly”, and consequently fit into the provisions of the Ordinance. I submit that the rice farmer must comply—he must use the land wholly or mainly for the cultivation of padi. Under clause 29 (2) (c) a tenant is liable to be deprived of his holding if he does not, without reasonable excuse, “plant or cultivate any padi or crop in any year.” It seems to me, on further consideration, that those words are ambiguous, although they do imply that he is within his rights in planting something in addition to padi. So that, subject to what the hon. the Attorney General may advise on the drafting, I think that the solution of our difficulty is to amend paragraph (c) of subclause (2) of clause 29 so as to make it quite clear what is intended, and what a tenant must do in order to remain in guaranteed possession of rice lands. I have a draft amendment but I cannot circulate it yet, because it is still being considered by the Law Officers. But it will be something like this: paragraph (c) would read:

“the tenant without any reasonable excuse fails to use the holding or the cultivation,

and in this respect to cultivate at least one padi crop."

That is the sense of the amendment I am hoping to move at the proper time. If that is accepted it would mean that the tenant must use the land wholly or mainly for the cultivation of padi and, secondly, he must at least cultivate one padi crop in any year. But, quite clearly, if he thinks fit he can grow something else. He might grow peas to fertilize the land, or small vegetables for himself. That would still bring the use of the land within the ambit of what this Bill intends to do. I hope I have made that clear, and that the solution will be acceptable to Members.

**Mr. Lee:** Before the hon. the Attorney General speaks, may I ask whether the hon. Member for Agriculture inquired of the Director of Agriculture whether a rice tenant could keep cattle on his holding?

**Sir Frank McDavid:** Keeping cattle on the land is not agriculture within the meaning of this Bill, and that is why in another clause there is specific provision to allow a tenant to take two oxen on the land free of charge. I am well aware that that provision is causing a great deal of concern to at least two hon. Members, and I am also well aware of the objections to it. I also have another amendment in respect of that, which would make it clear that the oxen which the tenant would be permitted to take on the land must be used solely for the purpose of cultivating the land with padi, and in the process of reaping the harvest. There is nothing in the Bill which would entitle a farmer to keep cattle on the land; he must use them wholly or mainly for the cultivation and reaping of padi.

**Mr. Lee:** If I may I would like to give Government some advice. If I am wrong in law the hon. the Attorney General would correct me. A rice tenancy operates from year to year, but the rice crop occupies only five months of the year. Is a tenant entitled to use the land for any other purpose during the rest of the year? Under the proposition I submitted yesterday, a tenant could plant any other crops, such as catch crops. If he uses it for any other crop but plants rice

as his main crop (and I am bearing in mind evidence I got from the West Coast of Berbice and the Corentyne Coast) has he the right then to go on that land? If he has the right, then the landlord cannot open the land to waste and for cattle to enter. That is another point which they should consider.

Also this: a man has a holding which he broadcasts with padi. The grain does not mature as it was wind padi. He uses the crop to feed his animals and he tells his story to the landlord. If he has a year-to-year tenancy, can anyone say he has not planted his holding mainly or wholly with padi?

**The Chairman:** Does the hon. Member mean an unlimited number of cattle?

**Mr. Lee:** An unlimited number of cattle.

**The Chairman:** Forgive me for intervening, but I have some knowledge of this, as the hon. Member has been kind enough to say. The hon. Member is aware that holdings on the West Coast of Berbice and Corentyne, Berbice are not fenced hut are wide open, stretching away as far as the eye can see in crops of padi and in savannah land which is sometimes muddy. Since every man's holding is open, how is he to confine his cattle to his holding and (and I am putting this to the Committee for its consideration) prevent them from destroying the other man's padi, tomatoes, black eye peas or cow peas? Some of the problems which exist in these areas relate to the fact that it is not always possible to cultivate other crops like peas or anything else, and I am just wondering whether the hon. Member would like to bear that in mind.

**Mr. Lee:** If I have a year-to-year tenancy of an area of land and I plant one crop exclusive of that tenancy, as long as my rent covers from the 1st May to the 30th April, I am entitled to exclusive possession of the land. Are we to lay down that after the tenant reaps his crop he cannot start to plant a second crop and has to keep his cattle out, as the holding is for the purpose of rice planting only? If Government feels that is the right

[MR. LEE]

thing, then I will certainly withdraw my amendment. Evidence was led before the Lee Committee in this respect and it was one of the things which worried the Committee a great deal. It has been happening that when the padi has been cut tenants would allow their cattle to roam on the lands without cost—

**The Chairman:** Without cost?

**Mr. Lee:** Without cost, meaning, without the payment of agistment fees. They do not charge each other agistment fees. If Members allow this Bill to be passed as it is, then those West Coast boys will be very happy, because they will catch roaming cattle overnight, take them to the pound and get two shillings a head.

**The Attorney General:** Has that happened within the last few years?

**Mr. Lee:** Another point I wish to make relates to the phrase “wholly or mainly”. Let us assume for argument’s sake that a man has five acres of land. He plants three acres in padi and two acres in grass for his cattle. Is that not mainly cultivating padi? And there is nothing in this Bill to prevent him from taking his cattle there. According to this Bill, a pair of oxen is allowed for every five acres. If he takes a pair of oxen on the land for ploughing, there is nothing in this Bill to prevent him from taking other cattle there. If the definition allows for that, then I will withdraw my amendment.

If a tenant, after planting one crop of padi, decides to swamp the land, within the drainage and irrigation scheme, in preparation for another crop, can the landlord interfere with his quiet and peaceful possession of the land and his holding? I say, no. That is why I do not want the definition to be exclusive, but if hon. Members do not want this, I will withdraw my amendment.

**Dr. Fraser:** What the hon. Member, Mr. Lee, has said is borne out by the fact that it is the habit of the people of the Corentyne and lower West Coast after reaping their crop of padi to graze their cattle in the fields until that time of the year when they would start ploughing for another crop.

If that habit or custom is interfered with, it is going to cause enormous hardship to cattle owners. When the rice fields are taken up the cattle are taken out and concentrated on a smaller area. At this time of the year it does not matter so much, as there is plenty of grazing, but in the dry season the grass begins to get short and after the rice crop has been reaped they are glad to turn the cattle into the fields to browse along the beds and parapets. If this is interfered with, a lot of rice lands will be thrown out of cultivation and put back under cattle. If the tenant is to be given a year to year lease it will mean a shortage of beef, a shortage of milk and ultimately a shortage of rice production, so I do hope that the Member for Agriculture would bear in mind what Mr. Lee has said and allow an amendment which will permit the landlord to resume the land and put his cattle on it after one crop is taken off.

**Mr. Correia:** I cannot see the argument of the hon. Members. A year-to-year lease was the custom in the past. I cannot see why all this jumping about. If a tenant has a lease on an estate or property and he wants to plant another crop after the main crop—a “catch” crop—it is for the owner to fence the area, not the tenant.

**Dr. Fraser:** I am sorry to interrupt the hon. Member, but this means—

**Mr. Correia:** Is the onus on the tenant to fence his area?

**The Chairman:** It would be unfortunate for the tenant to attempt to fence his area, as the fence might disappear overnight. If he fences his holding on which he has planted tomatoes or anything else, next morning he will find his fence gone. That is a fact. I am sorry to have to say so, but that is how it is in Berbice.

**Mr. Correia:** It would be no fault of the landlord. The tenant must be prepared to take that gamble. We cannot make one law for Berbice and another for Demerara. The tenants cannot be told they cannot plant another crop after the first.

**The Chairman:** You can adjust it in the Schedule.

**Mr. Correia:** Let us assume the landlord has land at Bartica. He lets five acres of that land to a tenant on a year-to-year basis. Has the tenant exclusive right to the quiet and peaceful possession of that land he is renting or can he be disturbed by the landlord or any other person? If the law is there, it is there.

**The Attorney General:** The landlord gives exclusive possession to the tenant, this is for one year. The corresponding clause 3, in the existing Ordinance, in force since 1945, provides for this. The law is there. It has been the law for eleven years. Exclusive possession is there.

**Mr. Lec:** I am trying to point out the difficulty that exists on the West Coast, Berbice, and also in the Corentyne and the Mahaicony-Abary areas where there is only one crop per year. The hon. Member in charge of the Bill must find a way out of this difficulty. I am not saying that my amendment covers everything, but the difficulty exists and a way out must be found.

**The Attorney General:** The rights of the landlord as well as those of the tenant are set out.

**Mr. Deputy Speaker:** Is it right to curtail the tenancy between the landlord and the tenant because of doubt as to what is to happen to the land after the main crop has been reaped? In many cases the landlord is the owner of the cattle and the tenant is not. Sometimes the tenant hires oxen to plough his land. There are people on the Corentyne, Berbice, who make a living by ploughing other people's land with oxen.

**Sir Frank McDavid:** I do not think the amendment will help; I will speak later.

**Mr. Sugrim Singh:** I do agree that this age-old custom of allowing cattle to roam on land with growing crops will create a definite hardship, because just about that time there is usually a lot of cattle fodder which goes abegging. As a member of the Cattle Association, I say that the high price of rice and the incentive to plant more have caused considerable

encroachment on grazing lands, but we cannot raise beef cattle and dairy cattle on the one hand and allow available fodder to waste on the other. As you have said, sir, there are some tenants who do not have cattle and would like to see these lands still left open. If anything could be done to assist the cattle-owners it would be well, because they do need some assistance. I also agree with my hon. friend, Mr. Lee, that everything possible should be done to allow the tenant to enjoy a peaceful tenancy.

**Sir Frank McDavid:** The main thing we must bear in mind is that this Bill creates no change whatever in the existing law as regards cattle. The clause says—par. 5 (1) (a):

“The tenancy shall be a tenancy from year to year commencing from the 1st day of May;”

What we are now seeking is to continue a certain custom that takes place in certain areas of the Colony. There are many areas in which the tenant gets in his agreement of tenancy the right to keep cattle on his land for the whole year and the landlord does not charge him anything for it. The tenant plants his rice crop and may also plant something else in between, but we are talking about the vast areas in the coastland savannahs—extending from the Abary to the Corentyne. There are no actual farms kept by the tenants among whom these very large areas are divided up. The cattle are not kept in by fences, so they move over the dams and everybody's cattle get mixed except in the village areas. What happens under the existing clause is that a custom has sprung up whereby all the landlords and all the tenants in these vast savannah areas agree that there should be communal grazing and that nothing in this Bill should alter that if it is the agreed custom as it is. I am reinforced in that statement by the fact that there is a clause in this Bill—clause 56—which relates to the matter, and while it is difficult to interpret what it means, one of the things it does do is to safeguard the custom in certain respects.

**Mr. Chairman:** Was that in the old Bill also?

**Sir Frank McDavid:** Yes; this is a repetition. This particular custom will go on. It suits the convenience and the economic circumstances of both the landlord and the tenant in many places in the county of Berbice. Nothing that we do in this Bill is going to prevent it. I myself have not said anything to imply that the rice tenancy only permits the tenant to plant one crop of rice. I think that is the assurance the hon. Member, Mr. Lee, would like to have. I do ask him to leave the clause as it is. The custom has gone on and will continue to go on. He must not try to "paint the lily" and encircle every kind of aspect he could imagine.

**Mr. Lee:** I am only trying to point out the difficulties that arose in this particular respect when evidence was taken before the Lee Committee. The custom only relates to an agreement of tenancy or to a contract fixing the question of rent and other things. I have no desire to create any hardship on anyone, but it will be noticed that paragraph 5 (1) (c) states:

"the landlord shall issue to the tenant a receipt in writing for the payment of rent in the form prescribed in the second Schedule to this Ordinance;"

The landlord has to mention the period of the tenancy, as well as the whole of the area concerned—not a portion of it only. Further, the tenant would be entitled to the peaceful occupation of the land. I should like the hon. Member in charge of the Bill to explain that the tenancy is for the purpose of rice planting particularly, so that if anything occurs in that respect the landlord cannot claim liability for disturbance of quiet and peaceful possession by the tenant. If the previous Ordinance was perfect we would not have been here to ask for an amendment and there would have been no need for a Commission of inquiry into this question. These are the things in respect of which evidence was given before the Committee. We would like Government to remedy them in such a manner as to meet the people's wishes.

**Dr. Fraser:** The hon. Member, Mr. Lee, has stated that there is sometimes an agreement between the landlord and the tenant which permits the tenant's cattle to roam in the rice fields, but so far as I

know this is only a custom which might die out at any time. There are no open savannah areas any longer and I am trying to warn Government, as Mr. Lee has done, that if this custom is not permitted to continue there would be a very great shortage of pasture lands for both beef and dairy cattle.

**Sir Frank McDavid:** Why should it not be permitted if that is the law now? Nothing in this Bill changes the existing law on that point. There is no change even in the draft Bill submitted with the Report of the Lee Committee. Why all of a sudden has this terrific difficulty presented itself?

**Mr. Jailal:** The hon. the Attorney General asked whether there were any instances. I would mention particularly the savannah areas where there exists this peculiar trouble. True enough it is one instance that came to my knowledge, but it involved 800 acres of land which at one time produced an average of nine bags of padi per acre. The proprietor of that estate was accustomed to agisting cattle on the land and the tenants, who were advised by some legal wit, decided when they saw that the late Mr. C. A. McDoom was reaping a "volunteer" crop of padi, that they were entitled to reap a second crop. So after reaping their next crop they put the harrow over the land, and a "volunteer" crop came up within four weeks. The management of the estate discovered that padi was growing on the 800 acres of land, and they could not agist cattle. At reaping time they told the tenants that they would not be permitted to reap, and themselves put a combine on the land and reaped the crop of padi. The matter was taken up with the District Commissioner who ruled that the crop of padi was the property of the proprietor of the estate. The matter is expected to engage the attention of the Supreme Court.

The hon. Member, Dr. Fraser, was quite right when he said that this provision is going to force landlords to say that their lands are primarily cattle lands, and they are going to evict their tenants. This will cause a reduction of the acreage under rice cultivation. I would support any form of provision which would allow

the prevailing practice to continue, even for a period. I therefore suggest to the hon. Member for Agriculture that the clause be deferred for further consideration.

**The Chairman:** The hon. Member also has an amendment.

**Mr. Jailal:** The effect of my amendment is to permit the practice to continue, but I would be willing to withdraw it in favour of any provision for the establishment of zones.

**Sir Frank McDavid:** This difficulty has not shown itself in the law as it exists now. This Bill continues the existing law in this respect. I agree with Dr. Fraser that this custom is of value to the tenant as well as to the landlord and the economy of the country—that large numbers of cattle should be allowed to use these lands as savannahs during the period when the main rice crop is not on. I think I am right in saying that it is the recognized custom, and if Members wish to enshrine that custom in the new law, even though it is not in the existing law, the problem having now shown itself, I think the answer is, as Mr. Jailal has said, that we should accept that and consider how it can be preserved as a valid legal custom. I think that possibly the Law Officers may be able to elaborate on clause 56 so as to give it validity and legality.

I suggest that we pass on and come back to this particularly difficult point later. I think the clause is quite good as it is, but if validation cannot be done in some other way we could amend it.

**The Attorney General:** I would like some time to look at it, but it looks as if the solution is to expand clause 56 to declare that this particular habit is the custom of the country, so far as the County of Berbice is concerned.

**Dr. Fraser:** The hon. Member for Agriculture has expressed surprise that nothing had been said about this custom before, although the Ordinance has been in existence since 1945. I think it could be explained in this way. It was only since the Rice Arbitration Committee sat,

I think in 1953, that the price of rice was advanced and the farmers were given an incentive to increase their production. It is only from that time—just about three years ago—that production has really increased, and it has increased as the result of the use of tractors. There is now a greater pressure on the land for rice production. A tenant, knowing that there is no agreement between the landlord and himself, is going to press for the use of rice land much more in the future, and if he can get a second crop he is going to exert every effort to do so.

**Mr. Correia:** That is the point I was getting to—increasing production. If a tenant can plant two crops, why shouldn't he?

**Dr. Fraser:** A second crop is uneconomical. It is much better to cultivate the land properly and get one proper crop in an area where the rainfall is only sufficient for one crop, as on the Corentyne. There are no irrigation facilities on the lower Corentyne. In other parts of the country where the rainfall is greater, a farmer can get two crops of padi, and that is the reason why there are no cattle in those areas. But on the Corentyne, where there is only sufficient rainfall in the mid-year for one crop, a second crop of padi is very problematical. All that does happen is that it interferes with the cultivation of the main Autumn crop. Tillage operations are extremely poor, and production is lowered every time through bad husbandry. That is what is happening, and if Government continues to force more land into cultivation of two crops, particularly on the Corentyne, the yields are bound to drop, because the rainfall in that area does not permit of two crops.

**Mr. Rahaman:** The clause which was read by the hon. Member for Agriculture can be put into operation at any time. Tenants have exclusive rights over rice lands and can put cattle on their holdings during the year; nobody can stop them. The records of the Courts will show that many criminal acts committed were due to the impounding of cattle which were allowed to roam about on tenants' holdings. The hon. Mem-

[MR. RAHAMAN]

ber, Dr. Fraser, is quite right in saying that there might be a reduction in the acreage under rice cultivation. I therefore ask the hon. Member for Agriculture to be very careful about the wording of the clause.

**Sir Frank McDavid:** Let us be quite clear about it. I am being asked, with the assistance of the Attorney General, to meet a situation which has been brought to our notice. I do not want the impression to be gained that there is something in this Bill which is new and is causing worry to hon. Members. What they say is that the existing law does not provide for the situation as exists in Berbice, and they are hoping that we may be able to devise something to meet that situation. I am very glad that this difficulty has been emphasized and brought to notice, because although Mr. Lee has been so forceful about it, the Report of his Committee has not even referred to it, nor has it been dealt with in the draft Bill submitted by his Committee.

**The Chairman:** The position is that two amendments—one by Mr. Jailal and another by Mr. Lee—have been moved. They have been discussed at length, and I think the hon. Member in charge of the Bill will agree that some useful information has been brought out. The hon. mover of the Bill has suggested that we move on, and has given an undertaking that an attempt will be made by the Law Officers to re-draft or add to clause 56 in order to safeguard the situation which has been brought to notice today. But if that is not possible, the hon. Member for Agriculture has given an undertaking that clause 5 would be recommitted for further discussion or amendment. I am now asking whether, in those circumstances, the hon. Members are willing to withdraw their amendments at this stage, on that understanding.

**Mr. Jailal:** I am quite willing to withdraw my amendment on the undertaking given by the hon. Member.

**Mr. Lee:** Is the hon. Member in charge of the Bill asking that clause 5 be deferred?

**The Chairman:** No. He has suggested that we pass on, on the undertaking that the hon. the Attorney General would endeavour to amend clause 56 so as to safeguard the position brought to the notice of the Council, and the further undertaking that if that is not possible, or does not meet with the wishes of the Council, clause 5 would be recommitted.

**Sir Frank McDavid:** May I add that we are not satisfied that the amendment moved by Mr. Lee would have the effect he desires.

**Mr. Lee:** If the intention is to pass the clause now and later move that it be recommitted, I am not in agreement with that. If the hon. Member desires to defer the clause I am quite agreeable.

**Sir Frank McDavid:** Clause 5 is germane to the Bill, as it deals with tenancy from year to year. It really does not cover the particular point we have been talking about. I am sure that some other effective method of curing the difficulty can be found, and it does not lie in this clause at all.

**Mr. Lee:** The clause can be recommitted. Did not the hon. Member say that if there is an amendment he would consider it? A logical reason has been given. It is a controversial question between us.

**The Chairman:** Would the hon. Member like his amendment put?

**Mr. Lee:** It will be my duty to ask that, if the hon. Member does not consider what I have said.

**Mr. Correia:** Sir—

**The Chairman:** We have spent considerable time on this and arguments have been put forward for the clause to be recommitted. I am not trying to shorten the proceedings but let me make it quite clear that the clause has been discussed in its broadest aspects and it will only be recommitted on the strongest of reasons.

**Mr. Lee:** I have been puzzled for some time over what solution we can give to these people in the protection of landlords and their lands and tenants and their rights. It would be simpler if the hon.

Member in charge of this Bill would defer this clause. We have deferred one already and there are only two more clauses that are rather controversial.

**Sir Frank McDavid:** I was very glad to hear the hon. Member say how worried he was to give effect to his own thoughts, so I agree to defer it.

**Mr. Lee:** Let me give consolation to the hon. Member, that any solution can be got where it is a half-yearly tenancy. In my opinion if a half-year tenancy is given to the tenant on the assessment of the crop in the next half year it would meet the situation.

**Sir Frank McDavid:** I promise we will have a very careful discussion with the Law Officers on this, but I am afraid I cannot at this stage say that there is going to be a half-year tenancy or crop tenancy on assessment, and so on.

**The Chairman:** Does the hon. Member propose to defer the whole clause?

**Sir Frank McDavid:** I think we may as well, because there is an amendment to subclause (2) and we would not want discussion on that now.

Clause 5 deferred.

Clause 6.—*Specified condition.*

**Mr. Correia:** Clause 6 will impose a hardship on the landlord who lends money to tenants, and I am suggesting that subclause (3) be amended by the addition, at the end of the last line, of the words,

“such loans not to be treated under the Moneylenders Ordinance”

because the landlord may not be a registered moneylender.

**The Chairman:** I am sure it will need a little bit of polishing.

**Sir Frank McDavid:** I know what the hon. Member intends, but I do not think those words will carry out his intention.

**The Chairman:** If I may so say, with due respect, the wording of the amendment, if it is to give effect to the

desire of the hon. Member and to gain the support of the Committee, will have to be reconsidered.

**Mr. Lee:** I agree with that. When the Moneylenders Ordinance is passed it may provide that interest charges can be lower than 20 per cent., but it is specified here that it should be no more than 12 per cent.

Under the Moneylenders Ordinance a moneylender has to take out a licence, register his place of business, and if he transacts any business outside of his registered address that transaction is null and void. I do not know if my friend is thinking of all that. A tenant may meet his landlord in Georgetown and borrow \$50 from him on a note until he gets back home. The landlord may find, if he has registered his business address, that such a transaction was void.

**The Chairman:** The amendment should be done by proviso.

**Mr. Correia:** I think so, too, sir.

“Provided that such transaction shall be exempt from the provisions of the Moneylenders Ordinance.”

**Sir Frank McDavid:** In the absence of the learned Attorney General, the purpose I think may be more easily satisfied by putting in a proviso in the Moneylenders Ordinance, and not in this Bill before us. This is a Rice Land Tenure Bill. I suggest that especially as there is going to be a new Ordinance in two weeks' time.

**The Chairman:** Will the hon. Member move it when the Moneylenders Bill comes before the Council?

**Mr. Correia:** Very well, sir.

Amendment withdrawn.

**Mr. Lee:** I would like an explanation by the hon. mover on this point. In regard to specified conditions in the agreement of tenancy the old Rice Farmers (Security of Tenure) Ordinance, Cap. 251 states:

“A condition in an agreement of tenancy whereby a tenant undertakes or agrees that all or some of the padi grown upon the holding shall either be milled at a mill owned, controlled or specified by the landlord or be

[MR. LEE]

sold to the landlord or to a person designated by him as hereinafter referred to as a 'specified condition'."

It goes on to state:

"A specified condition shall be of no force and effect unless it is in writing or is reduced to writing within sixty days after the commencement of this Ordinance and is signed by the tenant."

In the present Bill, in clause 6 (1), it is set out:

"A condition whereby a tenant undertakes or agrees that all or some of the padi grown upon the holding shall be sold to the landlord or to a person designated by him is hereinafter referred to as 'a specified condition'":

with this following next:

"Provided that a specified condition shall not form part of, or be a condition in, an agreement of tenancy."

In the existing Ordinance a specified condition must be put into writing within sixty days after the commencement of the Ordinance, and it is signed by the tenant. Here in this Bill, it states, provided that a specified condition should not form part of or a condition in an agreement of tenancy.

**Sir Frank McDavid:** I do not want to burden the Committee by reading them, but there are two paragraphs which explain that fully, on page 5 of the Sessional Paper.

**Mr. Lee:** I have read them. They state:

"The system of tenure for rice lands has in the past been burdened with 'specified conditions' and these have led in many instances to abuses which have not been in the best interests of the industry as a whole. The committee is strongly of the opinion that conditions of tenure should be single and straightforward; that a tenant on due payment of a fair rent should be free to farm his land and dispose of this crop as he thinks best and to the best advantage to himself.

Many specified conditions attached to a tenancy have arisen because tenants being without capital or cash have had to borrow money from a landlord in order to find a means of planting, cultivating or reaping a crop. Here the landlord has been performing a service to the tenant, and the continuance of such service on mutual agreement by both parties is in some cases a necessity under present conditions. It is however recommended that loans for such purposes may be permitted, but provided

that agreements in respect of such loans are in writing and duly registered with the District Commissioner. A maximum permitted rate of interest is also recommended and the conditions of repayment of loan and interest should be stated in the agreement."

That is why I wanted an explanation. Does the Bill, in the proviso of this clause, meet the cases stated there? It is recommended that the landlord can enter into a contract with the tenant if he lends him money, and the interest should be at a certain rate, but that is the sort of thing which the Lee Committee felt should not occur at all; the tenant should not be under any obligation at all to the landlord or to the rice miller in regard to his holding. Therefore, this part of the Bill—this proviso—does not have that effect. I do not know whether the hon. Member in charge of the Bill knows what happens. A rice farmer might be desirous of marrying a landlord's daughter and her father might say to him: "If you need money to borrow let us go to the District Commissioner so that we could make an agreement before him whereby you will send all your padi to my mill." The agreement will be registered and it will include the milling fees and all the other conditions to which both parties agreed. Therefore, this proviso would enable the tenant to free himself of any obligation to the landlord in such a case.

**Sir Frank McDavid:** It would not free the farmer from borrowing money. If he is going to borrow money to get his daughter married or to marry someone else's daughter, whatever we put in the law will not prevent him from doing it. The only difference is that under the existing law such transactions are bound to be in the agreement of tenancy, although they have nothing to do with the tenancy. Under this clause such a transaction should not be tied up with the tenancy, and it is legal only if the agreement is registered with the District Commissioner. The clause protects the borrower as much as possible by requiring that the agreement be in writing and that the rate of interest be not more than "so much", and so on. In this Bill I would like to see no borrowing at all, but recognising the necessity for these rental transactions and these borrowings, it is desirable to

provide for them although it is also desirable to remove them from the agreement of tenancy.

**Mr. Lee:** I only wanted to draw the attention of the hon. Member for Agriculture to the fact that this has not copied the existing law.

**Mr. Chairman:** The hon. Mover of the Bill recognises that and he has given the reason for it.

**Mr. Lee:** I think there is room for some amendment in any case.

**Sir Frank McDavid:** I am only asking the hon. Member not to destroy the set-up that the Committee, with the Legal Draughtsman, has spent hours to get through. I will tell the hon. Member that what has been put in this Bill is the best that we have been able to get in order to meet the situation that realistically exists.

**Mr. Lee:** I will move an amendment to clause 5 (3) (c) of the existing law which reads,

“(c) the milling fee to be charged in respect of each bag of rice is stated in cases where the specified condition is that the padi shall be milled at a mill owned, controlled or specified by the landlord”

I am suggesting that this be inserted as clause 6 (2) (c) of this Bill. The reason for the suggestion is that evidence was led before the Lee Committee to the effect that the control of milling fees was never stated by Government. When the poor tenant reaped his padi and took it to the mill, if it was going to be milled at once the miller, under the law, gave him a receipt and charged him with the milling fees. The tenant was obligated under agreement to take his padi there and, in my opinion, if he borrows money from the landlord he should be told also how much he has to pay for milling fees. In many instances when the cost of rice was about \$10 or \$12 per bag, the milling fees were fixed at a certain figure, but when the price of rice went up the milling fees were increased also. When the tenant thought he would have been charged \$2.50 per bag for milling his rice, he found that he had to pay \$3.00 instead.

**Sir Frank McDavid:** That particular specified condition does not exist in this clause at all. All that this clause deals with is the condition whereby the tenant undertakes that padi from his holding would be sold to the landlord. It may be that this Ordinance did recognise the possibility of contract whereby the tenant normally agrees that he could take his padi to a particular mill. It is not a condition which is recognised in the clause at all; consequently, inserting something about milling fees would be quite inappropriate. We should not provide for conditions that do not exist.

**Mr. Lee:** Under section 5 of the existing Ordinance, if a tenant borrows money he has to pay more than 12 per cent interest thereon.

**Sir Frank McDavid:** Will the hon. Member read section 5 (1) of the existing law. It says:

“(1) A condition in an agreement of tenancy whereby a tenant undertakes or agrees that all or some of the padi grown upon the holding shall either be milled at a mill owned, controlled or specified by the landlord or be sold to the landlord or to a person designated by him as hereinafter referred to as a “specified condition.”

If the hon. Member looks at the Bill before the Council he would see that the only condition we seek to recognise is the condition whereby the tenant agrees that the padi should be sold to the landlord. It is a condition which seeks to protect the tenant in some way.

**Mr. Lee:** Probably the hon. Mover of the Bill is not familiar with the practice which obtains in certain parts of the Colony where padi is grown. Some tenants do not sell their padi, because they make more when they mill it and sell the rice to the Rice Marketing Board. Some of them exercise so much care with the padi that when it is milled they are bound to get a super grade of rice and better returns than they would otherwise have got. I do not think it would harm Government to provide that in a case where a tenant takes his padi to a mill the rent chargeable for the land should be stated in the agreement. It is known that in a place like Windsor Forest the landlords do not tell the tenants to take

[MR. LEE]

their padi to any specified mill, but when they borrow money or go to pay their rent they often find that they are charged more than what they expected to pay. Therefore, it is equitable to provide that the milling fees payable by a tenant should be stated in the agreement of tenancy. In other words, when a tenant borrows money from or sells his padi to a landlord the agreement should show what he has to pay as milling fees. Provision could also be made for the tenant to meet his indebtedness when he reaps his October crop. We want to protect the tenant when he borrows money or has any other obligation to meet, and that is really the existing law. It was stated in evidence before the Lee Committee that after a tenant has borrowed money from the landlord he often finds that the milling fee has gone up from \$1.20 to \$1.68 per bag.

**Mr. Correia:** If we read clause 6 (1) we would see that it deals with the sale and not with the milling of padi.

**Mr. Jailal:** I think Mr. Lee has put forward something that is quite reasonable. We must have regard to the other specified conditions. There are districts, such as the Corentyne, where farmers mill their own rice. I cannot see how the amendment could adversely affect the Ordinance. Instead I think it would give greater effect, as both methods would be used. Some farmers reserve a certain quantity of their padi and mill it themselves so as to get a better price. It seems reasonable to allow that system to continue. The rice miller is not always a rapacious fellow; he often borrows money to assist the farmer, giving him loans without security. I think it is reasonable to accept Mr. Lee's addition to the clause.

**Mr. Lee:** I have known cases in which rain has wet a farmer's padi after he has reaped his crop, and a miller offered him 50 cents per bag for the damaged padi. Under this clause a tenant in such a position would be compelled to sacrifice his padi. He should be permitted to ask a miller to mill it, supervising the drying process himself. I think a miller should stipulate his milling fees.

**Sir Frank McDavid:** I do not know whether the hon. Member fully appreciates his own argument. When he first spoke he moved an amendment which sought to insert the equivalent of paragraph (c), and I rose to point out that he could not include it in the present Bill because the specified conditions referred to in clause 6 include no reference to a direction to take padi to a certain mill. Personally I think it is not necessary. These specified conditions are virtually a sale of the padi. If the hon. Member wants to move the inclusion in clause 6 of words to the same effect as those contained in section 5 (1) of the existing Ordinance he can do so. Then it would be right to include paragraph (c). The hon. Member tried to fit in something which does not fit.

If he wishes to move the insertion in clause 6 (1) between the words "shall" and "be" in the second line, the words "either be milled at a mill owned, controlled or specified by the landlord or", then there would be justification for inserting the exact words which appear in paragraph (c) of section 5 (3) of the existing Ordinance—"the milling fee to be charged in respect of each bag of rice is stated in cases where the specified condition is that the padi shall be milled at a mill owned, controlled or specified by the landlord."

That would come in as paragraph (c), and paragraphs (c) and (d) would be re-lettered (d) and (e), if the hon. Member would move an amendment in those terms.

**Mr. Lee:** I do move the amendment as suggested by the hon. Member.

Clause 6, amended as indicated, put and agreed to.

Clause 7.—*Keeping of register of tenancies. Fourth Schedule.*

**Mr. Jailal:** I think a maximum fine of \$250 is too severe. I am suggesting an amendment to reduce it to \$100.

**Sir Frank McDavid:** I am willing to accept that.

Clause 7 amended accordingly and passed.

Clause 8.—*Establishment of assessment committees.*

**Mr. Lee:** I would ask the hon. Member for Agriculture to reconsider this clause in the light of clause 5 of the draft Bill submitted by the Lee Committee, which appears on page 32 of the Committee's Report. The clause reads:

- "5. (1) The Governor shall by notice published in the Gazette divide the rice producing areas of the Colony into Districts, fix the boundaries of each District and appoint an Assessment Committee for each District by the name of the Rice Farmers (Security of Tenure) Assessment Committee of the ..... District comprising
- (a) one person who shall be its Chairman;
  - (b) one landlord of rice land selected from a panel of names submitted by the Rice Producers Association or Associations of the District;
  - (c) one tenant of rice land selected from a panel of names submitted by the Rice Producers' Association or Associations of the District;
  - (d) one person recommended by the Director of Agriculture."

The Rice Producers Association is a corporate body, established under the British Guiana Rice Producers' Association Ordinance to protect the interests of landlords, tenants and millers who elect their representatives on the Association which in turn is represented on the Rice Marketing Board. I agree with the proposal to appoint a Magistrate as Chairman of the Assessment Committees contemplated by this Bill, but I think there should be a landlord and a tenant, and one person recommended by the Director of Agriculture, as provided for in the draft Bill submitted by the Lee Committee. It will be noted that in the evidence led before us it was felt that the representative from the Department of Agriculture should be the Agricultural Superintendent of the area and the others should be persons who know about the rice industry. Why should we have three members of the Public Service?

**Sir Frank McDavid:** I do not know if the hon. Member had read it, but that point is explained in the second paragraph of page 5 of the Inter-departmental Committee's Report. May I read it, sir?

"It is recommended that these committees be appointed by the Governor, and the

Chairman be a magistrate. Of three public officers to be on the committee, we recommend one should be the District Commissioner who, from his knowledge of local conditions would be able to contribute greatly to the Committee's deliberations. One should be the Agricultural Superintendent, (or, if one is not specifically posted to the district, a senior officer of the Department of Agriculture) who would be able to assess the agricultural problems concerned; one should be an engineer of the Drainage and Irrigation Department, or if not available, an engineer of the Public Works Department. These three officers would be able to determine most of the administrative and technical problems which may arise."

May I say that as a matter of policy, that has been accepted by the Governor, and in speaking the hon. Member must assume that this recommendation is going to be followed.

**Mr. Lee:** What I am trying to point out is this; are we going to overburden these Government officers with work by making them sit on the Assessment Committees? The Official Gazette will be there with regulations regarding drainage and irrigation and the Magistrate will be there to weigh the evidence, and technical evidence as to soil, etc. can be given. Is it fair to the Magistrate who has to weigh the evidence and listen to cross examination to have the District Engineer or the District Commissioner, for example, on the Committee when these officers would not be giving judgment against themselves?

**The Chairman:** They are to be put there to assist the Magistrate.

**Mr. Lee:** He will need to be a witness sometimes and to submit to cross-examination. I am of the opinion that it would be cheaper for Government to accept the recommendation of the Lee Committee on this, and I move an amendment that the Lee Committee recommendation as regards the composition of the Assessment Committees be substituted for the relevant provisions in this Bill.

**The Chairman:** Would the hon. Member read the words of his amendment? Which part of the clause is he amending?

**Mr. Lee:** Subclause (2), by the deletion of subparagraph (b) (c) and (d), substituting, for those,

- (b) one landlord of rice land selected from a panel of names submitted by the Rice Producers Association or Associations of the District;
- (c) one tenant of rice land selected from a panel of names submitted by the Rice Producers' Association or Associations of the District;
- (d) one person recommended by the Director of Agriculture."

Let us give the Rice Producers Association a little fillip by giving it representation on the Assessment Committees. It will be noted that I mentioned "Association or Associations"; that is because there may be branch Associations of the Rice Producers Association. They were thinking at the time of the deliberations of the Lee Committee of branch Associations representing the interests of the rice industry, and that being so, they may want to submit a panel of names from a Branch Association.

**Mr. Jailal:** Pardon me, sir, hut on a point of interest the hon. Member does not seem to know how the Association itself works. The Association is in effect a body of several associations. There are 13 district associations and they are not district committees as some people think. Out of those district associations they elect a council which steers the general affairs of the whole association. It is these various associations that should submit a panel of names on the tenancy side and the landlord side.

**The Chairman:** May I ask the hon. Mover of the amendment Mr. Lee, how many persons he proposes should comprise the panel?

**Mr. Lee:** I suggest a panel of five persons for each area—persons whom the Governor might choose. I am grateful to my hon. Friend, Mr. Jailal, for reminding me that there are District Associations, but I do not want to usurp their functions in referring to them.

**Sir Frank McDavid:** I should like to deal with the last point first, and that is the appointment of a landlord and a tenant as two of the members of the Committee.

organisation of the Rice Producers' Association is largely of my own workmanship. It was designed in a great hurry because the Governor of the day did not wish to assent to the Ordinance amending the Rice Marketing Board until an Ordinance establishing the Association had been passed. Consequently, I had the responsibility of formulating the structure of this Association and of reducing it to terms of law. The very first step which my Ministry would take would be to communicate with the Council of the Rice Producers' Association and invite them as early as possible, in consultation with the District Associations, to provide a panel in order that I might recommend to the Governor the names of persons to be appointed to Committees.

I quite appreciate that Members wish such action to be provided for in the law as it will serve to give respectability and status to the Rice Producers' Association. At the same time, it could be quite embarrassing if the proviso states that the members of the Committees must be recommended by the District Associations. A District Association might fail to take action and, as a result, that Assessment Committee might fail to function. It may be that even the Council of the Association, because of its set-up and the way in which it works, may fail to produce the necessary advice at the right time. I am not saying that they will do so, but the trouble is that if we put it in the Bill it could easily defeat the whole Ordinance. If we cannot constitute the Assessment Committees on which this whole Bill is based, then the position will be extremely grave because the R.P.A. will have failed to do what must be done under the law within a specific time.

What I am trying to tell the Council is that we should realise that it is most unlikely that any Governor is going to attempt to appoint a landlord and a tenant in each of these areas without consulting the R.P.A. because that is what the R.P.A., has been created for. Even if the Governor did not do that, I think the R.P.A. would themselves initiate such action. If, however, we do provide for it by law, we might defeat the object of the Bill. Appointments would be made

after recommendation from the R.P.A. through the Ministry, and through the Ministry by the Governor. I wonder whether the hon. Member, Mr. Lee, would accept that assurance and agree that it would be unwise to make it law.

**Mr. Lee:** I think the clause could be easily amended in this way: We could add a proviso to the effect that one of these persons must be recommended by the Director of Agriculture. It would be seen that two of these three persons including the Chairman, form a quorum, and if the Governor appoints a Magistrate and the Director of Agriculture the two of them can form a quorum and carry on the work of the Committee.

**Sir Frank McDavid:** Under the Bill three members of the Committee are to form a quorum, but that does not cure the defect to which I am referring. We just cannot avoid feeling that the landlord and the tenant might not be there and so the Committee will have to do without them. I think it is too early to speak about a quorum.

**The Chairman:** According to the report of the Lee Committee there will be four members comprising the Committee in question and therefore we can have a quorum of two.

**Mr. Lee:** The Governor had given an undertaking but that is not law, and I have to protect the interest of the tenants here. I would like to see my suggestion provided for, so that people from the rice industry would be able to attend meetings of the Committee and do their duty, so long as two members can form a quorum and carry on business. This Council might not be in existence 10 or 15 years from now, but we have to see that these people are protected. If we make the amendment that two members of the Committee should form a quorum, it would meet the wishes of the Assessment Committee and of the people in every way. We will have the Magistrate as Chairman, and the member nominated sitting with him. Some day another landlord might be chosen, and that might have to be the choice of the people.

**Sir Frank McDavid:** I think I have explained fully enough why it should not be law. I am sorry the hon. Member, Mr. Lee, thinks that my selectees might be such wicked people that they might not do the right thing. Do not let us embark on that line of thought—that someone would act insincerely and do things of that sort. The reason for having a strong body, such as is proposed here, as the Assessment Committee—a Magistrate, a District Officer, an Agricultural Officer, and an Engineering Officer, plus two private persons—is because the functions of the Committee under section 2 are onerous, and this Committee will be responsible for making decisions which affect the lives and property of people, and those decisions have the force of law. That is why we are very careful in the Ordinance that those decisions should have consideration by people who know about them. We must remember that the principal point that is going to be most controversial would be estate charges. The landlord might want to claim a certain amount and the tenant might have a claim the other way.

The engineering officer and the agricultural officer would have to bring to bear their knowledge in many other things. Once the Assessment Committee has sat and dealt with the holdings of an estate, the decision affecting one holding will most likely apply to all the holdings of that estate. Therefore, it does not mean that the Assessment Committee would be burdened with routine work as time goes on. That is why we are careful that this Committee should be a responsible one under a Magistrate. I would also repeat that the Governor could not personally select a landlord and a tenant on his own responsibility. I would like to recommend very strongly that the Assessment Committee be left as it is in the Bill.

**Mr. Lee:** My hon. friend is forgetting that if we are to get a new Constitution the five elected Members will be holding Ministerial posts and how will one be able to say that Mr. "A" or Mr. "B" should be a member of the Committee—because he is an elected Member?

**Sir Frank McDavid:** The answer to that is that we should not have Elected Members at all.

**Mr. Lee:** I am sure Your Honour sees what I am driving at. When a member becomes a Minister he would not have the power at all. Instead of giving the Ministers freedom, we would be tying their hands.

**Sir Frank McDavid:** The Governor's hands.

**Mr. Lee:** Let us take another point. If the Development Plan is to be completed within a certain period, I would like to know where is the hon. Member for Agriculture going to get an engineer or an agricultural superintendent from to sit on that Committee? If they sit they would not be doing their work at all. The hon. Member in charge of the Bill knows that we have to approach the Imperial Government and let them know where the money is going to be spent. The Land Settlement Officer, the District Engineer and all these officers have to see that things are being done for the progress of the country.

**The Chairman:** I would like to intimate that I propose to have the discussion on this clause concluded this afternoon.

**Mr. Lee:** Are we going to jeopardize our Development Programme, especially our land settlement schemes, by appointing Government officers to these Assessment Committees? I would like the hon. Member for Agriculture to consider these things. I am not thinking of today but of four or five years hence. In the Esse-qui-bo islands it would take an Assessment Committee one year to assess the rentals of the rice lands, taking the experience of rent assessment in Georgetown as an example.

**Sir Frank McDavid:** It would take about one month to assess the rentals of rice lands in one island.

**The Chairman:** Does the hon. Member wish me to put his amendment?

**Mr. Lee:** Yes, sir, but there are only five "floor" Members present now.

**The Chairman:** None have left the Chamber since 5 o'clock, and I hope none of them will.

**Mr. Lee:** I move an adjournment until we have more "floor" Members.

**The Chairman:** I said during the hon. Member's speech that I proposed to finish the discussion on the clause this afternoon. I am not anxious to take advantage of the absence of Members, and I would point out that the Government side is also short of three Members. It is a pity that so many Members are absent, and that certain Members who I thought would have interest in this Bill have not thought it fit to be here today.

**Mr. Lee:** It is a discretion for you to exercise, sir, but seeing how we stand for Members at present I do hope you will adjourn the debate.

**Sir Frank McDavid:** If we adjourn now I expect we would have this debate all over again.

**The Chairman:** I do not propose to allow any further discussion.

**The Chief Secretary** (Mr. Porcher, acting): We have reached the stage, sir, when I think the amendment should be put.

**The Chairman:** I think I should put the amendment.

**Mr. Lee:** As I have said, sir, the matter is entirely in your discretion, with which I would not interfere, but in view of the fact that this is one of the important clauses of the Bill I would like a division to be taken on it when more "floor" Members are present.

**Sir Frank McDavid:** I would agree to that proposition if I agreed that this is a vital provision, but it is not.

**The Chairman:** When the Council was constituted this afternoon it was reasonable for any Member to hope and expect that we would reach further than clause 8 of the Bill. Therefore, if the clause is so important, or Members regard it as being so important, they would have remained. While the hon. Member, Mr. Lee, was speaking I said I proposed

to put the amendment this afternoon. I cannot understand why so many hon. Members have absented themselves. The position is that were it not for the Official Members, some of whom have been sitting here since 2 o'clock, there would have been no quorum. I am sorry I have to make the remark.

**Mr. Lee:** This clause is one of the most important in the Bill. The other clauses may be subject to slight amendments without much talking, but the composition of the Assessment Committees is surely a matter of vital importance in the matter of security of tenure.

**The Chairman:** My impression during the discussion which took place on the second reading of the Bill and during the lengthy discussions we have had in Committee, was that every clause was important and contentious. There is not a clause on which there has not been at least half an hour's discussion, or more. The record shows it.

I propose to put the amendment moved by Mr. Lee, that clause 8 be amended by the deletion of paragraphs (b), (c) and (d) of subclause (2), and the substitution of the following therefor—

“(b) one landlord of rice land selected from a panel of names submitted by the Rice Producers Association or Associations of the District;

(c) one tenant of rice land selected from a panel of names submitted by the Rice Producers Association or Associations of the District;

(d) one person recommended by the Director of Agriculture.”

Those in favour of the amendment will say “Aye” and those against “No.” I declare the “Noes” have it.

**Mr. Lee:** Division, please.

The Committee divided and voted—

For—

**Mr. Jailal**  
**Mr. Lee.—2.**

Against—

**Dr. Fraser**  
**Miss Collins**  
**Mr. Rahaman**  
**Mr. Tello**  
**Mr. Gajraj**  
**Mr. Kendall**  
**Sir Frank McDavid**  
**The Financial Secretary**  
**The Attorney General**  
**The Chief Secretary.—10.**

Did not Vote—

**The Deputy Speaker.—1.**

Amendment negatived.

Clause 8 passed as printed.

Council resumed.

**Mr. Deputy Speaker:** Before we adjourn, Mr. Chief Secretary, have you got any proposals with regard to Government business for next week?

**The Chief Secretary:** We might adjourn Council, sir, until next Wednesday, but meet in Finance Committee on Tuesday afternoon to consider the Development Programme.

**Mr. Deputy Speaker:** Council will meet at 2 p.m. on Wednesday and Thursday next week to continue consideration of the Bill in Committee. I think we should finish on Thursday.

**Sir Frank McDavid:** I have to leave the Colony on Saturday next week to attend a meeting of the Regional Economic Committee. I am very anxious to have this Bill passed before I go, so as to make the necessary administrative arrangements about it. I therefore hope hon. Members will agree to meet on Wednesday, Thursday and Friday, if necessary.

**Miss Collins:** There will be the Village Chairmen's Conference opening in Essequibo next Tuesday, which several Members will be attending.

**Mr. Deputy Speaker:** Much as we regret the clashing with the Village Chairmen's Conference, the business of this Council has to be proceeded with. Council will now adjourn until 2 p.m. on Wednesday next, 22nd August.