

LEGISLATIVE COUNCIL

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

FRIDAY, 24TH 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.

The Hon. the Attorney General,
Mr. C. Wylic, Q.C., E.D.

The Hon. the Financial Secretary,
Mr. F. W. Esscx

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, Social Welfare and Co-operative Development).

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

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

Nominated Unofficials

Mr. T. Lee

Mr. C. A. Carter

Mr. E. F. Correia

Nominated Unofficials, (Contd.)

Mr. H. Rahaman

Miss Gertie H. Collins

Mrs. Esther E. Dey

Dr. H. A. Fraser

Mr. R. B. Jailal

Clerk of the Legislature—

Mr. I. Crum Ewing

Assistant Clerk of the Legislature—

Mr. E. V. Viaprec.

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).

The Hon. **L. A. Luckhoo, Q.C.**

Mr. W. T. Lord, I.S.O.—on leave.

Mr. J. I. Ramphal—on leave.

Mr. W. A. Phang—on leave.

Rev. D. C. J. Bobb—on leave.

Mr. Sugrim Singh—indisposed.

The Deputy Speaker read prayers.

The Minutes of the meeting of the Council held on Thursday, 23rd August, 1956, as printed and circulated, were taken as read and confirmed.

LEAVE TO MEMBERS

Mr. Deputy Speaker: I have to announce that leave of absence from today's meeting has been granted to the hon. Member, Mr. Sugrim Singh, who is indisposed, and to the hon. Member, Mr. Phang.

PRESENTATION OF REPORTS AND DOCUMENTS

The Chief Secretary (Mr. Porcher, acting): On behalf of the hon. the Financial Secretary I beg to lay on the table—

The Report and Financial Statements of the Post Office Savings Bank for the year 1955, together with the Director of Audit's Certificate and Report thereon.

ORDER OF THE DAY

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

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

“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 43.—*Orders obtained under section 39 or 40.*

Mr. Lee: I think the maximum penalty of \$250 provided for in subclause (1) (c) of clause 42 is too harsh. I think a maximum of \$100 would be quite reasonable, and I move that it be reduced to that sum.

Mr. Correia: I support the hon. Member's amendment.

Sir Frank McDavid: I do not wish to prolong the discussion but I would like to draw attention to the fact that the offence is a serious one; it amounts to false pretence. It is an act by which a tenant is fraudulently deprived of his holding by the landlord who, having been convicted, ought to be severely punished. At that stage there is hardly any redress for the unfortunate tenant who has been put off the land.

Mr. Lee: If a fine of \$100 is considered too lenient the tenant could obtain damages in the Civil Court against his landlord for misrepresentation of facts.

The Attorney General: This is a judgment of the Court.

Mr. Lee: Apart from the summary conviction offence, wouldn't the tenant have the right to sue the landlord for misrepresentation—obtaining an order to which he was not entitled?

Sir Frank McDavid: I do not accept the amendment. It is a matter for the Committee to decide.

The Committee divided on the amendment and voted:

For—

Miss Collins
Mr. Rahaman
Mr. Correia
Mr. Lee.—4.

Against—

Mr. Farnum
Sir Frank McDavid
The Financial Secretary
The Attorney General
The Chief Secretary.—5.

Did not Vote—

Mr. Jailal
Dr. Fraser
Mrs. Dey
Mr. Carter.—4.

Amendment negatived.

Clause 43, put and agreed to.

Clauses 44 to 48 passed as printed.

Clause 49.—*Extent of damages and penalties recoverable.*

Mr. Lee: The learned Attorney General was to consider the manner in which the enforcement of this provision as regards damages was to be done. I am only drawing his attention to this now.

The Attorney General: I thank the hon. Member for drawing attention to this yesterday. He will find the answer in the new amendment to clause 52. The clause we are dealing with now is the usual provision and the actual recovery cannot be made under this.

Sir Frank McDavid: Sir, I should have announced that I have circulated a fifth sheet of amendments which I think Members would have.

Question put, and agreed to.

Clause 49 passed as printed.

Clause 50 passed as printed.

Clause 51.—*Procedure. Cap. 16.*

The Chairman: I think there are two amendments involving three deletions in this clause. These amendments are on one of the sheets.

The Attorney General: On the sheet of the 23rd. I move that the words “proceedings under the Summary Jurisdiction Ordinances or”

appearing within the brackets in subclause (1) be deleted. There is no need to refer to both Ordinances because it is covered under the Summary Jurisdiction Ordinance anyway.

The Chairman: Does any Member wish to speak to the amendments proposed to subclause (1)? I shall put all the amendments at the same time.

The Attorney General: I also move that at subclause (3) the words "(not being proceedings under the Summary Jurisdiction Ordinances"); be deleted, and that the bracket at the end of the same subclause be deleted. The reason is the same; there should not be any special exemption.

The Chairman: The question is, that with those amendments clause 51 stand part of the Bill.

Agreed to.

Clause 51 passed as amended.

The Attorney General: There is a new clause 52 arising out of the hon. Member, Mr. Lee's suggestions, and this new clause is set out on the sheet of amendments dated 24th August, 1956. The effect of this clause is to provide that where one of the Assessment Committees assesses or fixes any compensation or damage, then the amount can be recovered as a debt in the Summary Jurisdiction (Petty Debt) Ordinance and will be dealt with as a debt in the Magistrate's Court.

I move the insertion of this new clause 52 as follows:

Cap. 16, 52. (1) Any amount assessed, fixed, certified or ordered by a committee to be paid as compensation or damages under the provisions of this Ordinance may be recovered as debt due under the provisions of the Summary Jurisdiction (Petty Debt) Ordinance.

(2) A certificate in which is stated the amount of compensation or damages payable under the provisions of this Ordinance issued by a committee under the hand of the chairman thereof shall, in any proceedings in any court, be conclusive evidence of the amount of compensation or damages so payable."

Clauses 52 to 56 will have to be renumbered as clauses 53 to 57. Later on we will have to renumber the clauses again because there is a new clause further on.

Question put, and agreed to.

New Clause 52 inserted.

Clause 52.—*Limitation of prosecutions.*

Mr. Lee: In respect of the time in which a complaint should be made I think we should fall within the requirements for ordinary criminal offences of six months. After six months it will have to be taken to a higher court. I therefore move that the word "six" be substituted for the word "twelve" in the second line.

The Chairman: I think there is some statute where in respect of offences triable in the Magistrate's Court or another body the time can be twelve months instead of six.

The Attorney General: The general practice is six months, but there ought to be some reason for the instance you have referred to.

Mr. Lee: I think they are revenue offences and trespassing on land.

Sir Frank McDavid: I do not think there is any special reason for making it twelve.

Amendment put, and agreed to.

Clause 52 passed as amended and renumbered as Clause 53.

Clauses 53 and 54 passed as printed and renumbered as Clauses 54 and 55.

Clause 55 (*Right of tenant to keep oxen on his holding*) was renumbered as clause 56 and deleted.

New Clause 56.

Sir Frank McDavid: This is the old 55, and in the circulated amendment its objectives are set out. In my opinion it is more comprehensive than as printed in the Bill. May I read the new clause, that is, the undated amendment?

The Chairman: It is headed "Rice Farmers (Security of Tenure) Bill, 1956."

Sir Frank McDavid: The amendment reads thus:

"56. (1) The landlord of any holding to which this Ordinance applies shall permit the tenant thereof to keep free of charge and

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use on the holding such number of oxen (not exceeding two oxen for every five acres thereof) for such period as may be necessary during any year for the purpose of the cultivation of the land and the harvesting and gleaning of the padi produced thereon and, with respect to oxen so kept and used by the tenant, no order or judgment for the recovery by the landlord from the tenant of any additional rent, agistment fee or other charge shall be made or given."

There are two other subclauses which relate to sanctions but I would like to deal with this matter first.

I think in the course of the second reading some comments were made about this particular clause. I recall that one Member at least referred to the possibility of oxen being let loose, so to speak, on tenants' holdings, the possibility of their remaining there and the landlord not being able to get rid of them, and also of the damage that might be done by oxen roaming in such a manner. So the idea of this clause is that these permitted oxen should be there only for the specific purpose that they are to be kept there for use at the beginning of the crop for ploughing and at the end of the crop for harvesting thereof, and so on: oxen are permitted to go on the land only during these times; and if the landlord after that time sees that the oxen are still there, he must notify the tenant and the tenant must remove the oxen. If he does not do so, then he commits an offence.

The Chairman: Can the hon. Member say whether, if there is only one crop, he is allowed to graze his oxen on the land after that crop?

Sir Frank McDavid: This, sir, has nothing to do with the keeping of oxen for grazing. There is a new clause which I propose to move which will cover the rest of the areas of the country where this grazing of oxen is a matter, if not universal, of at least general custom. This has nothing to do with that.

This is concerned with where the tenant is permitted to use these oxen free of additional charge, provided he only keeps them for use during the time he is supposed to use them.

Well, I had better go on to the next subclause.

Mr. Lee: Let us deal with this first.

Sir Frank McDavid: All right. May I then ask consideration of the words in the bracket, "not exceeding two oxen for every five acres thereof." I wonder if these words are necessary.

The Attorney General: They are.

The Chairman: He might have only one.

Sir Frank McDavid: Well, it would be better still for everybody if the words "or part thereof" be added to the words in the brackets, after the word "acres". Also, since this clause was framed I have had discussions with the technical people and I understand the words "harvesting" and "gleaning" are not right in this case. May I say that I specifically used the word "glean" because of the dictionary meaning of "glean", but I think it would be a little dangerous to use that word.

The Chairman: I think the hon. Mr. Lee will speak just now, and if he would not mind I think it would be better for him to deal with the whole clause.

Sir Frank McDavid: Having dealt with the whole clause I may say that the landlord is not obliged to allow this to take place. I will read what it says:—

"55. A tenant shall be entitled to keep free of charge for the purpose of the cultivation of paddy two oxen in respect of every five acres or part thereof of his holding."

This deals with a landlord who refuses to allow a tenant to go on the land to graze his oxen thereon. Subclause (3) of clause 50 reads:

"(3) A person requiring any payment or the giving of any consideration in contravention of this section shall be guilty of an offence and shall be liable on summary conviction to a fine not exceeding five hundred dollars and the court by which he is convicted may order the amount paid or the value of the consideration to be repaid to the person by whom it was made or given, but such order shall be in lieu of any other method of recovery prescribed by this Ordinance."

It is not very easy to penalize people for contractual obligations which have

to be fulfilled, but here it is necessary to do so. In so far as the tenant is concerned he could be penalized for damaging property, because if he damages the property of the landlord wilfully he could also be brought before the Assessment Committee. So that the tenant is under severe penalty if he abuses the right to go on the land and uses it for the cultivation of padi.

The Chairman: What is the position as regards bringing tractors on the land.

Sir Frank McDavid: I have never heard of any objection being raised in that respect.

The Attorney General: It is necessary for good husbandry.

Sir Frank McDavid: The reason for this subclause is in cases where landlords prevent tenants or overcharge them.

Mr. Correia: I might in clause 55 and also in subclause 50 (3), be wrong, but I think some period of time should be mentioned. In my opinion there should be some specified time.

Sir Frank McDavid: This is a question of fact and, obviously, one cannot prescribe in law for things of that sort. One man might use oxen and another might not. Generally speaking, the kind of people who would deal with this would not waste the time necessary for ploughing the land, and similarly with the reaping time. There will always be room for differences of opinion or friction, but this is a question of fact.

Mr. Lee: I would ask that the words "four oxen" be substituted for the words "two oxen". The reason is that a tenant might have his son or his neighbour assisting him and it might be necessary for them to have two pairs of oxen in that case. In Wakenaam and Leguan neighbouring farmers help each other and a man usually takes his oxen across to his neighbour's field when he is doing so. I also beg to move the deletion of the word "negligent" in subclause (3). Let us assume that a tenant has to remove his oxen and that the time has passed but the landlord has not taken any notice of it.

The period of planting and reaping having passed, the tenant might tie the oxen on a dam for convenience but through no wilful act on his part the oxen might pull up the stump (or stake) and do some damage to the landlord's property. The tenant would be liable for the damage but there would be no negligence on his part, therefore I think the word "negligent" should be deleted. There are sections in the Summary Conviction (Offences) Ordinance where, in order to establish negligence, one has to prove that an act is wilful or that there was *mens rea* on the part of the person who performed it. This word "negligent" should be deleted because the landlord can say that he gave notice to the tenant after he was finished reaping his crop. Sometimes when the rain falls the padi is brought from the field and threshed under sheds with the use of bulls, and the bulls are sometimes taken away before the padi is winnowed.

The Chairman: But the tenant might not have time to remove the bulls from the field before he does so. If the landlord gives him notice in writing he would then have to remove the bulls. That would protect the tenant. If the tenant does not remove them after having received the notice he could then be held to be liable for damaging the landlord's property. These are offences through which eviction by the Assessment Committee could follow, and therefore we should take care in providing for them.

The Chairman: Does the hon. Member realize that the persons likely to suffer the most damage are the other tenants?

Mr. Lee: Yes; but they have the right to recover by way of civil proceedings.

The Chairman: If the animals are caught.

Mr. Lee: Let us assume that the animals are removed at night and brought back in the morning. Therefore, unless it could be proved that the damage was due to negligent or wilful act the tenant cannot be penalized for it.

Sir Frank McDavid: I will draw the attention of the hon. Member to the fact that the tenant must observe due care in dealing with the property of the land-

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lord. In so far as the amendment suggested by the hon. Member (Mr. Lee) is concerned, I have no objection to the words being inserted, but I hope hon. Members would realize that we are not going back to the old form of possession. I cannot see a landlord walking around and waiting for the time when threshing is finished and then telling the tenants to get their bulls off the land. I think it is reasonable to give notice in writing, and we should let it be so.

Mr. Lee: I do not know if the hon. Member for Agriculture realises that if a landlord intends to dispossess a tenant he might not only manufacture evidence, but he might get in hiding and wait until certain things are done. A tenant might tie his oxen on a dam bed and some wicked person might go and release them, but that tenant would only be liable for damages if it is proved that he was negligent. For negligence, a tenant would be liable to be dispossessed under this clause. It is a penal clause which carries more than meets the eye.

Mr. Jailal: To use the words of the hon. Member for Agriculture, I feel a little depressed after hearing of all the things those bad landlords have been doing all these years. It is a wonder that there are any tenants now. If I were a tenant and I wanted to keep my oxen on my holding all I need do would be to start ploughing the land as soon as I have reaped my crop, and I would be fully protected. That is all the tenant has to do. I think a landlord would be quite satisfied if his tenant kept his oxen inside his holding rather than allow them to roam over the dams. It is remarkable how much damage is done by oxen to the sideline dams. I am hoping that the hon. Member for Agriculture will not make any amendment which would give a tenant further scope.

Sir Frank McDavid: Is the hon. Member suggesting that there should be no amendment of the printed clause?

Mr. Jailal: No amendment of the printed clause.

Mr. Correia: I support the sugges-

tion of four oxen instead of two, and the insertion of the words "in writing" in the tenth line of subclause (3).

The Chairman: The hon. Member does not support the amendment for the deletion of the word "negligent"?

Mr. Correia: No, sir.

Dr. Fraser: Four oxen would be quite reasonable, because with that number of animals a tenant would be able to plough his land much faster.

Mr. Jailal: I am sorry I indicated that I did not want any amendment of the printed clause, because I really intended to support the suggestion of four oxen instead of two. The Committee apparently overlooked the possibility of a tenant using more than a pair of oxen.

Mr. Rahaman: Rice farmers work on a communal basis. One farmer might use ten oxen and complete his ploughing in one day. It is the same at threshing time.

Sir Frank McDavid: I am quite prepared to accept the advice tendered, in spite of what appears in the Committee's report. I am prepared to accept the wide experience of Mr. Jailal and insert the word "four" in the place of the word "two" before the word "oxen", and also the insertion of the words "in writing" after the word "notified" in subclause (3), but I am not convinced that the word "negligent" should be deleted.

Mr. Lee: In view of that I will withdraw my amendment for the deletion of the word "negligent". The retention of that word would make a tenant take more care to see that his oxen do not stray.

Sir Frank McDavid: I am very glad to hear the hon. Member say that, because in discussing it with the Legal Draftsman he said that if a landlord summoned his tenant under this clause and obtained a conviction, and he subsequently sought his eviction, the Assessment Committee would not approve of his eviction for the same offence.

I move that clause 55 in the printed Bill, renumbered 56, be deleted, and that

the proposed new clause 56 be amended to read:

"56. (1) The landlord of any holding to which this Ordinance applies shall permit the tenant thereof to keep free of charge and use on the holding such number of oxen (not exceeding four oxen for every five acres or part thereof) for such period as may be necessary during any year for the purpose of the cultivation of the land and the reaping and threshing of the paddy produced thereon and, with respect to oxen so kept and used by the tenant, no order or judgment for the recovery by the landlord from the tenant of any additional rent, agistment fee or other charge shall be made or given.

(2) Any landlord who contravenes the provisions of subsection (1) of this section shall be guilty of a summary offence and shall on conviction thereof be liable to a fine not exceeding fifty dollars.

(3) Any tenant who by any wilful or negligent act or omission permits any oxen kept and used on his holding in accordance with the provisions of subsection (1) of this section, to damage the property of the landlord or of any other tenant of the landlord, or retains such oxen on his holding beyond the period necessary for the purposes set out in subsection (1) of this section after having been notified in writing by the landlord to remove such oxen, shall be guilty of a summary offence and shall on conviction thereof be liable to a fine not exceeding fifty dollars."

New clause 56 agreed to.

New clause 57.—*Landlord to keep cattle on holding by agreement. First Schedule.*

Sir Frank McDavid: There is another clause 56 on the amendment sheet which will now be renumbered as clause 57. It reads:

"57. Notwithstanding any provisions of this Ordinance to the contrary, an agreement of tenancy in respect of any holding in zone VI or zone VII as described in the first schedule hereto may provide that the landlord shall be entitled to enter upon and use the holding for the purpose of grazing his own cattle or the cattle of the tenant or of other tenants of the landlord or of other persons during a part of the year after one crop of paddy has been cultivated and harvested thereon by the tenant of the holding during that year."

The object of this clause is to cover the case which was so much emphasized, of the landlords, mainly in Western Berbice and on the Corentyne, where I am now satisfied there is, if not a universal practice, a general practice among certain landlords of grazing cattle on the land

after the main harvest. By cattle I mean not only the landlord's cattle but those of the tenant, or other tenants of the landlord, or other persons. I believe it is the custom, and consequently the object of this clause is to validate that sort of tenancy where it does exist. I am satisfied it exists more or less between the Abary and the Corentyne river.

Secondly, this clause refers to Zones VI and VII. Dr. Fraser was most emphatic in his reference to this matter, and I hope this new clause will satisfy him. These words have been very carefully chosen, and cover precisely the cases to which Dr. Fraser drew our attention. Where an agreement of that sort exists a landlord would have the right to continue such an arrangement after the harvest. There is nothing in the Bill which would invalidate such an agreement, or cause friction between the landlord and tenant.

Mr. Correia: I move that between the words "landlord" and "or" the comma and words, "no order or judgment for the recovery by the landlord from the tenant of any additional rent, agistment fees or other charges shall be made or given" be inserted.

Sir Frank McDavid: That is exactly the same wording as appears in clause 55 which we have just passed.

Mr. Jailal: They are two completely different things. I think the hon. Member should be enlightened on this matter. I think the last speaker ought to be enlightened in this matter because holdings as described in this amendment are actually larger and wider areas than usual. When we consider Mahaica, with the exception of lands in De Hoop which are privately owned, it is an area where holdings are let in terms of 100, 500 and in some places 800 acres. As the hon. Member, Dr. Fraser, was at pains to point out, these lands in these days cannot be "one-economy" lands or cattle lands; they have to be used to the best possible advantage. With rice fetching a fairer price than it used to the people have sought to put some of these lands under cultivation and they have compressed the land space normally used for cattle. When rice is growing and it is the wet season

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they get a certain amount of fresh green grass on the land, and although the land space for cattle is compressed there is much cattle feed which the neighbours share by allowing their cattle to graze freely—and this can be across 500 acres of land.

If we do not amend this clause as has been put forward, I believe, like Dr. Fraser, that we would have to take off rice entirely because cattle would not be able to graze on smaller places, and we would lose the production of several thousand bags of padi.

These people are not going to rent these lands. They are going to approach the Assessment Committee and represent that "since 1855 my people have been using this land for cattle pasture. We only allowed it to go to rice since it was permissible, but now it is law we have to resume the land." We must allow this amendment to go through otherwise I believe we are going to get reactions from some tenants that would make things look ridiculous. Imagine somebody asking the people at No. 41, West Coast, Berbice to pay agistment fees. They would laugh him off; and if one dares to put wire fencing on the land they would burn down his house. They say "you cannot put wire fencing in this open country"—and that is accepted on the Corentyne, too. All these people have their private estates there but wiring does not exist, although there is no guarantee in particular. One may see a few posts up, but that is all. One person may have three rods and the other 60 rods or more, but the fellow with his 3 rods may have as many cows as the fellow with his 60—or more. That is the way it is.

The amendment is to keep things more in line with what is to be regarded as an indigenous system, and I am suggesting that the hon. Member, Mr. Correia, should not pursue his amendment because in fact it would be worthless.

Sir Frank McDavid: I would add this to what hon. Members have said: this clause gave us an enormous amount of thought and I am glad it has been wel-

comed by Mr. Jailal who knows about his business. Indeed, at one stage we had thought it desirable to use, as I indicated before, the provisions of clause 56 in place of the custom of the country. But I have had a lesson in law from the Attorney General, and it may be appreciated that I did not know as much about this thing as I thought I did. He told me these things had special legal meanings and my attempt to infuse it into clause 56 would not succeed. This clause has been very clearly devised to meet the situation, and I think the hon. Member should not add or subtract anything to it, particularly anything about agistment fees and so on. They do not apply.

Mr. Correia: I will use the hon. Member, Mr. Jailal's own argument.

The Chairman: Is the hon. Member pressing his amendment?

Mr. Correia: Yes. The hon. Member has said the landlord cannot think about charging agistment fees for grazing. If that is so, then the landlord should have no objection to this amendment because he would be penalizing the tenant. If the tenant is renting "yearly land" he would have to pay rent twice for that land—the tenant would have to pay for grazing his cattle.

The Chairman: I propose to put the amendment. Does any other Member propose to speak?

Mr. Lee: May I mention something to the hon. Member in charge of this Bill? He specifically spoke about Zone VI and VII. Zone VI is from the right bank of the Mahaica River eastwards to the Mahaicony and Abary Rivers. This means the west bank of the Mahaica will be penalized, whereas in the Schedule—

The Chairman: I have seen the Schedule. A place called Mary's Hope on the left bank has been included. I have been wondering what that means, after reading it carefully.

Sir Frank McDavid: I can think of no better geographical description of the area than that in the Schedule.

The Chairman: Mary's Hope is

above Cane Grove and it includes the area of which the hon. Member is thinking.

Mr. Lee: Mahaica is the outlet at that bank.

Sir Frank McDavid: So it is over the river.

The Chairman: I know: I have the privilege of being born at Mahaica. The question is, that clause 57, which has been circulated to Members, be amended by the insertion of a comma and the words:

“, no order or judgment for the recovery by the landlord from the tenant of any additional rent, agistment fees or other charge shall be made or given”

between the words “landlord” and “or” in the tenth line. I hope everyone is quite clear what the voting is about.

The Committee divided and voted as follows:

For—

Mr. Correia.—1.

Against—

Mr. Jailal

Dr. Fraser

Mr. Rahaman

Mr. Carter

Mr. Tello

Mr. Farnum

Mr. Kendall

Sir Frank McDavid

The Financial Secretary

The Attorney General

The Chief Secretary.—11.

Did not Vote—

Miss Collins

Mr. Lee.—2.

Amendment negatived.

Question put, that the new clause 57 be adopted, and agreed to.

New clause 57 adopted.

The Chairman: There is reference to the Schedule in clause 57. I have asked the hon. Member if he is ready to proceed with the Schedule and the answer is, no.

Clause 56 renumbered as clause 58 and passed as printed.

Mr. Jailal: I want to suggest that an additional clause be put into this Bill,

concerning the duration of the Ordinance. I do not know whether this is the place for it; whether it should come after the repeal clause or before it.

The Chairman: The Attorney General will no doubt comment on it.

Sir Frank McDavid: I would not disagree.

The Attorney General: I think the hon. Member, Mr. Jailal, wants to follow the normal course of doing it before the repeal clause is reached.

The Chairman: Does anyone wish to put forward any arguments on the “duration” proposal?

Mr. Jailal: Yes, sir. We heard yesterday from the lips of the hon. mover words to this effect, that this Ordinance, this law was really a repugnant one. We heard also, *pro* and *con*, whether there was need for putting this law into force. However, the mover claims that it is because of the present day land crisis that he has undertaken to bring this forward. If it can be admitted that this is at heart a repugnant piece of legislation I think it should only be allowed to be in the Statute Books for such time as it is absolutely necessary.

We have almost come to the close of this debate and it seems that the greater majority of people believe that this legislation is necessary, but I feel we would be well advised to allow this Ordinance to last for only such a period as it is needed. Indeed, if the Development Programme goes ahead at the pace we want it to go (and we should take the current while it serves if we are to get results) I feel that within five years, if our planning is correct, we will see the end of the difficulties that exist with respect to the insufficiency of land. We are going to have some very large schemes coming up and they are going to assist the tenants of private holdings. Very many people will thrive as a result of land settlements and it is my hope that they will make the schemes we are interested in a success. I feel that this Ordinance should not be allowed to exist for longer than five years and that future legislators would be able to say whether

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it should be continued. In section 24 of the Ordinance which we are about to repeal there is a similar provision. We have carefully wrapped the recommendations of the Lee Committee into this Ordinance and I think it would be wrong for us to drop this clause entirely out of the picture. I would like to suggest that this clause 59 provide that the Ordinance would last for a duration of five years. I do not think that should be stressed too much, however, because hon. Members themselves admitted that the Ordinance should not be on the Statute book for very long.

Sir Frank McDavid: I myself am very sensible of the effort behind the hon. Member's proposal. I myself used to ask that the public be given an opportunity to say whether this is a law of which British Guiana would be proud at all. Consequently, I moved a clause in precisely the same terms as this one and in respect of a date I suggested the words "thirtieth of April, nineteen hundred and fifty-seven" with the same proviso—that the Legislature would fix the date for the coming into force of the Ordinance. I have no doubt that, subject to the opinion of the Attorney General, that would be acceptable.

The Attorney General: I have looked at the wording of the clause and I have no doubt that, subject to the opinion of hon. Members, it would be acceptable.

The Chairman: Does the hon. Member (Mr. Jailal) wish to move an amendment?

Mr. Jailal: I move that a new clause 59 be inserted to read as follows:—

"59. Subject to the provisions of this section, this Ordinance shall continue in force until the last day of April, 1961.

Provided that the Legislative Council may, prior to the expiration thereof, by resolution declare that this Ordinance shall continue in force for such further period as may be specified in the resolution and may from time to time prior to the expiration of the Ordinance as continued by any resolution, similarly declare that it shall continue for any specified time."

Mr. Lee: That is really a recommendation of the Lee Committee,

Mr. Correia: I think too much stress was put on the word "repugnant" in this debate. I do not think the Ordinance is repugnant or that the layman has any fear of it.

Sir Frank McDavid: I think the hon. Member has missed the point. I do not own any agricultural land but I feel that there is a certain amount of sanctity in the owning of real property. What I am speaking about is the restriction that this will impose on people who own property. In these days we are very strong on the question of freedoms and one of them is the freedom of property. This will impose all sorts of restrictions on them.

The Chairman: I think the hon. Mr. Jailal used a very good word when he spoke of "constriction".

New clause 59, agreed to.

Clause 57 renumbered as clause 60 and passed as printed.

Clause 58 renumbered as clause 61 and passed as printed.

Sir Frank McDavid: I will ask Your Honour to go back in reverse at this stage—to clauses which we have not touched at all—and then I will take the Schedules next. I hope that Council will agree to recommit clauses 29, 26 and 18. The Attorney General has apprised me of his intention to move an amendment to clause 29 and that is on the sheet dated August 23.

The Attorney General: Clause 29 starts off by providing that an order for the recovery of possession of any holding may be made only by the Assessment Committee, and the hon. Member, Mr. Lee, has suggested that if the Assessment Committee has given an order there should be some way to enforce it. The fact is that possession given by the Assessment Committee can be enforced under the ordinary law—the Landlord and Tenants Ordinance—in the same manner as an order for possession made by a Magistrate.

The Chairman: Does any hon. Member wish to speak on the amendment?

Mr. Lee: I accept the amendment, sir.

Clause 29, as amended, passed—with the insertion of the following new sub-clause (3):—

“(3). An Order or judgment for the recovery of possession of any holding to which this Ordinance applies or for the ejection of a tenant therefrom may be enforced as if it were an order for possession made by a magistrate under the provisions of section 46 of the Landlord and Tenant Ordinance.”

Sir Frank McDavid: I now ask that clause 26 be recommitted for an amendment of a similar type.

Agreed to.

Clause 26 recommitted.

The Attorney General: In sub-clause (3) of clause 26 there is a provision which provides that where there is an appeal the Committee shall transmit to the Registrar of the Supreme Court—

“(a) one copy of the evidence recorded by the Chairman of the Committee, duly authenticated by his signature; . . .

Hon. Members will remember that in the clause dealing with the procedure there is provision that the Chairman shall keep or cause to be kept a copy of the evidence. It would be recorded by him or by one of his clerks and duly authenticated by his signature. Therefore I would ask that paragraph (a) of subclause (3) be deleted and that the following be substituted therefor:—

“(a) one copy of the evidence recorded under the provisions of this Ordinance, and duly authenticated by the signature of the Chairman of the Committee;”

Clause 26 (3) (a), as amended, put, and agreed to.

Sir Frank McDavid: Still proceeding backward, the original clause 15 should be taken. It was deferred because of a difficulty which arose in this Council. One hon. Member pointed out that although the Committee could give permission to a tenant to enter another tenant's holding he should still get the permission of the landlord. I have therefore drafted a new clause 15 which reads as follows:

“15. Where an application under subsection (1) of section 12 of this Ordinance

has been made the committee may require the tenant to permit the committee to enter the holding and, where necessary, the landlord to grant the committee access thereto, for the purpose of inspecting the holding and the committee shall record or cause to be recorded the results of such inspection.”

The effect is exactly the same except that the landlord is brought into the picture.

Clause 15, as amended, passed.

Sir Frank McDavid: Again going backward, may I ask for the recommittal of clause 7 and its Schedule. This clause refers to the register of tenancies to be kept by the landlord. If hon. Members look at the Fourth Schedule they will see the form in which it is to be kept. I have heard a criticism outside of this Chamber that the column which is supposed to have the signature or mark of the tenant imposes an unfair obligation on the landlord. I am told that it would be difficult to get the signature of the tenant in every case. Some tenants would definitely refuse to sign while the obligation is on the landlord to keep this feature of the tenancy up to date, including the signature of the landlord.

I am asking for the deletion of “Signature or mark of tenant” (in the penultimate column of the Fourth Schedule); We have imposed on a landlord the obligation to notify the tenant of the rent for this year—this current calendar year—not later than 30 days after the coming into force of the Ordinance, and every year thereafter not later than the 30th of April. The reason is to get the tenant *au fait* with what is in there. I should also like to insert a new column in this Schedule reading “Date of notification of rent to tenant. Section 27 (1)”, and it should be between the columns “Extent of Holding” and “Basic Rental”.

Lastly, if Members would look at the register again they would see that since the rent may very well vary from year to year, particularly in regard to changes in the drainage rates, it would be impossible to keep the register correct, except there is an enormous amount of assistance. What is really intended is that it should be an annual register. I propose that subclause

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(1) be amended by the deletion of the word "a" between the words "keep" and "register" in the first line, and the insertion of the words "an annual", and in the second line the insertion of the word "annual" between the words "the" and "register".

Clause 7, as amended, and Fourth Schedule agreed to.

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

Sir Frank McDavid: The next clause deferred is clause 5, in regard to which there were two amendments which I hope the hon. Members concerned will not press. Mr. Jailal moved at a previous meeting that the words "and a tenant should be allowed to cultivate both Spring and Autumn crops if he so desires" be added at the end of paragraph (a), and there was also an amendment of the same tenor by Mr. Lee that the words "for the purposes of rice planting" should be added.

I hope that Members are now satisfied that those amendments are quite unnecessary. First of all the tenant, in the ordinary course, is bound to use the land wholly or mainly for the cultivation of padi. Secondly, by virtue of the new clause 29, he is bound to cultivate at least one padi crop a year, except for the subclause which we have only recently introduced in connection with Zones VI and VII, by which, where there is an agreement, cattle are allowed to go on the land, and a different situation arises. But normally a tenant must cultivate throughout the year mainly padi, and no one can prevent him from growing more than one crop if he wishes, except under special conditions.

Mr. Lee: I ask leave to withdraw my amendment.

Mr. Jailal: I also wish to withdraw my amendment in view of the back-and-forth argument. What I was trying to do was to avoid litigation, but I doubt whether there would be any cause for litigation.

Sir Frank McDavid: I am very grateful to the hon. Members. Having disposed of those amendments may I ask Members to look at the first amendment sheet circulated in July on which I tried to replace the objectionable features existing in subclause (2) of clause 5. I think everyone now agrees with the idea of allowing a tenant to pledge padi as security with his landlord, and imposing the obligation on the landlord to give it back to him if the rent is paid up to the 31st of March. The new clause allows a tenant the right to pay his rent in padi on his own terms, or by agreement with the tenant a landlord may direct that the padi be taken to a mill.

In so far as valuation is concerned, we have an Order of the Rice Marketing Board which specifies the grades and the minimum price of padi. It will be noted that in this new amendment the landlord is entitled to refuse any padi which is below the minimum standard fixed by the Board. It will also be noted that if a tenant is going to pay his rent in padi he cannot expect to get more than the minimum price. If the tenant is so feckless as to just push his padi on the landlord then, obviously, the landlord, compelled to receive that padi, offers the minimum price. I think that sufficiently safeguards the position for both landlord and tenant. I therefore move the deletion of subclause (2) of clause 5 of the Bill and the substitution of the following new subclause (2); with the addition of a further subclause (3):

"(2) In lieu of payment in cash of the annual rent a tenant may deliver at the premises of the landlord or, by mutual agreement between the landlord and the tenant at a rice factory, paddy to the value of the rent due and the landlord shall accept such paddy in full settlement thereof and issue to the tenant a receipt in accordance with the provisions of paragraph (c) of subsection (1) of this section.

Provided that a landlord may refuse to accept in lieu of payment of rent in cash any paddy the standard of quality of which is not at least equal to the minimum standard of quality for which there is then in force a stated minimum price determined and fixed by the Rice Marketing Board under section 15 of the Rice Marketing Ordinance."

"(3) For the purpose of settlement of rent as between landlord and tenant the value of paddy delivered and accepted under

subsection (2) of this section shall be computed on the basis of the current minimum price for paddy of the same standard of quality sold and delivered by a rice farmer to a purchaser determined and fixed by the Rice Marketing Board under section 15 of the Rice Marketing Ordinance."

Mr. Correia: If a tenant is going to pay his rent in padi I think it would be a hardship on the landlord that he should be allowed up to the 31st of December to pay it. It should be paid some time before the end of the year.

Sir Frank McDavid: I think a tenant, as a reasonable person, would not keep his padi until the 31st of December.

Mr. Rahaman: In view of my experience I would suggest that padi in payment of rent should be handed over to the landlord before the tenant removes his crop. Some tenants go to other districts after reaping their crop, leaving their rent unpaid. Another point is that landlords have to pay their drainage and other rates by a certain date, and it is unfair that they should have to wait until the 31st of December to collect rents from their tenants.

Dr. Fraser: I do not subscribe to a tenant holding his padi until the 31st of December, because that would involve the provision of storage bonds. I think provision should be made for the payment of rent before the 31st of December.

Mr. Lee: The latest decision by the Court with respect to the payment of rent by the 31st December is that a tenant can remove his padi at any time.

The Chairman: He can remove his padi from where?

Mr. Lee: From his holding, but the moment he removes it he has to pay his rent on or before the 31st of December. The Supreme Court's ruling means that a tenant cannot remove his padi before paying his rent, but he can keep his padi at his house.

Sir Frank McDavid: That is a decision by the Supreme Court based on the existing Ordinance, Chapter 251, but that is not the provision in this Bill.

The Chairman: It seems to me it is

a special provision to allow tenancy without payment of rent in advance. Many landlords require payment of rent before occupation of premises, but for special reasons the facility is being granted to rice tenants for the payment of rent after occupation of the land. For further special reasons it is proposed to allow the payment of rent by padi in lieu of cash. I have had some experience of rice farmers, landlords and the Ordinance. There are some just as bad as the others. I am wondering whether, if a tenant elects to pay his rent in padi, he should not be required to pay at the time of reaping. It seems reasonable that he should be required to pay at the time of reaping. I see that, but if the tenant elects to pay, not in cash but in kind, he has to make payment at the time of reaping. It is the case that there are landlords who have no bonds or no interest in mills.

The Attorney General: I think what Your Honour has in mind is, that if the tenant elects to pay in padi he should so elect before a certain date, before he reaps his padi. But in practice having regard to the provisions of this Bill, no tenant will elect to pay in padi because if he gets all his padi off by a certain date he would not have to pay until December 31st.

The Chairman: If he has good padi he would be losing money by paying in padi.

The Attorney General: These provisions are for the security of the landlord because if the tenant has in mind dodging payment, if these provisions were put into the Ordinance the tenant would not elect to pay in padi and would find his cash.

The Chairman: On the other hand the value of the tenancy is so great that there should be very few dodgers.

The Attorney General: Still I think it is necessary to this whole Bill. There is a shortage of rice land and that is why we have put forward this Bill; because of the danger of losing land and not being able to get it elsewhere.

Sir Frank McDavid: I would like to supplement that by saying this is exactly how those who drafted this Ordinance felt

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about it. The real sanction is, loss of one's holding, and I know that there are cases where, if the rent is not paid by the end of December, the tenant would be told to get off. I am not saying the owner does not want his money. Payment in padi is sought as a last resort; what the Department of Agriculture and those who have a hand in this Bill want is cash payment, but we were thinking of the tenant who is lazy or feckless and just wanted to hand over padi because he is accustomed to doing so or is foolish. So we had to put something in to allow him the right to hand over padi. I live in hope that this will stop.

I do hope the hon. Member will not try to refine it in any way.

The Chairman: Is the hon. Member pressing his amendment?

Mr. Rahaman: All I am saying is that the landlord is not secure.

The Chairman: The hon. Member is not moving an amendment.

Mr. Rahaman: No, sir.

The Chairman: Well, in the absence of any amendment to the clause, I can only put the whole clause.

Question put, and agreed to.

Clause 5 passed as amended.

Clause 4—*Zones. Basic Rent. First Schedule.*

The Chairman: We now go to clause 4 which was deferred in the earlier stages of this long debate.

Sir Frank McDavid: I have no amendment to make to it.

The Chairman: It was deferred at the request of the hon. Member, Mr. Lee, in order that clause 8 should be taken first. That is my note.

Mr. Lee: Yes, sir. I am going to move the deletion of the proviso, and after the word "exceed" in subclause (1) I am going to substitute the words "one dollar per acre for the first five years" for the words "one dollar per acre for the

first six years after the commencement of the tenancy". This sentence should follow: "Such rental for such land shall be fixed by the Assessment Committee." So that—and this is the explanation for my amendment—where land is taken over by the tenant from the landlord or new lands are being broken up by the landlord the rental for such land must be fixed by the Assessment Committee. The landlord or the tenant can then go to the Assessment Committee and say "these are new lands" and the Assessment Committee will fix the rent. I feel that one dollar per acre per year for the first two years would be too harsh and unconscionable.

Sir Frank McDavid: Against whom?

Mr. Lee: Both the landlord and the tenant.

The Chairman: Are you suggesting it would be too hard on the tenant?

Mr. Lee: I will prove it. The tenant nowadays gets three years' grace for breaking the land, at no charge. The first year, if he has broken the land, he gets nothing. Sometimes the rice grows tall and does not bear.

The Chairman: Not in all areas.

Mr. Lee: Not in all areas. The Assessment Committee will know conditions in the area of the zone when it is being asked to fix rent for land which the landlord is to give up. In the case where the tenant takes swamp lands, he tells the Committee what kind of land they are, the Committee fixes the rent and he knows that after two years or a year he must pay his rent. The landlord is bonded and the tenant may be satisfied. To allow the tenant six years' grace: he can seize land from the landlord. It is no kite-flying game for both sides.

Mr. Jailal: I am not inclined to agree with the hon. Member, Mr. Lee. I look at this matter very critically. Let us take land that is not too heavily forested—bunderie land. It takes \$75 an acre to clear bunderie land. Some people are able to get 500 to 600 acres of land from a landlord, and legitimately so,

because they can say that they need the land for rice cultivation. The tenant would have six years to get those lands cultivated and at the end of six years he would not have done much work—just clearing. On the other hand he may block that land for six years and only use part of the land—just devilishness.

The weakness can be on both sides, therefore I think the set price of a dollar is so unreasonable that it would be better to leave it to the Assessment Committee, to watch the land and see what he would do.

Sir Frank McDavid: In order to save time, may I say what I accept? Instead of “one dollar”, after the word “exceed” insert

“such rate per acre as is fixed by the Assessment Committee for five years”.

I think five years is quite suitable because, after all, the Ordinance will be for five years.

The Chairman: May I ask a question on that? That means that they may fix rent for all five years.

Sir Frank McDavid: I thank you Mr. Chairman. The Assessment Committee can have the power to vary it from year to year—I hope hon. Members will support that.

Mr. Lee: Let us take the argument of the hon. Member in charge of the Bill. If the Ordinance is to last for five years a tenant or a landlord can at any time apply for—

The Chairman: That was not my point. Is the Assessment Committee to fix the rent for five years or is it to fix it from year to year.

Mr. Lee: That is what I am saying. The Assessment Committee has the discretion at all times and the landlord and the tenant can at any time apply for a reduction or an increase. That is why I say, leave it to the Committee for the first five years.

The Chairman: There is another point I would like to put to the hon. mover, while not wishing to delay discussion. I notice that the provision refers

to cleared land. The land may already be cleared.

Sir Frank McDavid: I may say that I had intended to ask for the insertion of the words “and made fit” after the word “cleared”, but using the analogy of fitness appearing in the definition of “4”, “cleared and made fit” seems to be too wide.

The Chairman: Make it perfectly clear.

Sir Frank McDavid: Sir, in the definition of “rice land”, rice land is land which at the time of letting was fit for the cultivation of padi according to normal agricultural standards. So that the word “fit” has a connotation.

The Chairman: It is very important. That is why I raised it.

The Attorney General: I would suggest that the last two lines of subclause (1) should be amended to read:

“... not exceed such rate per acre during the first five years after the commencement of the tenancy as may from time to time be fixed by the assessment Committee upon the application of either the landlord or the tenant”.

Mr. Lee: I will accept that, sir.

The Chairman: If the tenancy commences on the last day in the life of the Ordinance?

The Attorney General: The lease lapses with the Ordinance.

The Chairman: Is the Committee quite clear about the amendments.

Question put, and agreed to.

Clause 4 passed as amended.

First Schedule.

Mr. Lee: I desire to move an amendment to this Schedule. The residents of Leguan and other parts of Essequibo pay \$10 per acre, and I am suggesting that the rent here should be the same in other places throughout the Colony. If the hon. Member for Agriculture accepts that I would not say anything more. The question of the fixing of rent is going to be a very controversial one, and it is not

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because some tenants are provided with river water or because they get high yields from their crops, as in the case of Esse-
quibo, that they should be penalised.

Sir Frank McDavid: The reason why the tenants of Wakenaam and Leguan produce a very high yield of rice per acre is because the soil there is exceptionally fertile. The lands there are what is known as riverain lands and are very fertile. I am asking the hon. Member to accept this because throughout this debate he has been referring to his own Bill which would have penalised the tenants in these islands to the extent of something like \$42 per acre. Of course, he had this same cry of inefficient drainage and so on, and this Bill recognizes the poor fertility of certain soils and, assuming that the land is highly maintained, the landlord might be able to claim \$10 extra and the maximum rent would now be \$22. I myself feel that no estate in Wakenaam would be able to win the Assessment Committee's approval for establishing it at more than \$10 per acre.

Mr. Lee: We are fixing a standard.

The Chairman: The word "maximum" is to be inserted before the word "basic" in the amendment which has been circulated.

Sir Frank McDavid: It is in the clause itself. The clause says that these are to be maximum basic rates.

The Chairman: That is so.

Mr. Lee: Perhaps Government will acquire estates in Leguan and Wakenaam for land settlements and, seeing that the land there is so fertile, they might consider charging a little more for it.

Amendment put, and agreed to.

Sir Frank McDavid: I do not think we have considered the other clause—7. There is an amendment for that also: It reads:—

"(i) Delete the word "a" between the words "keep" and "register" in the first line of subclause (1) and insert the words "an annual" therefor".

"(ii) Insert the word "annual" between the words "the" and "register" in the second line".

Mr. Lee: The receipt in the Second Schedule concerns the property and according to the Ordinance, the landlord is renting from year to year. Provision is made only for cattle to roam.

The Chairman: In certain zones.

Mr. Lee: This receipt gives a right to the tenant in occupation of the land which is not in the agreement as drafted. This receipt specifies the property but the Ordinance calls for an annual rental.

The Attorney General: The tenancy is still an annual tenancy, in spite of the right of the landlord to put cattle on the land.

Mr. Lee: Is a tenant on the Corentyne Coast who is only paying rent for land per acre, entitled to plant a second crop? One cannot say no, because the authority is to be set out in the receipt. I am asking Government to recognize the difficulty which confronts the landlord on the Corentyne and also on the West Coast, Berbice.

Sir Frank McDavid: We can easily alter the receipt form in order to correct any possible misconception in the mind of the hon. Member or any other person. It shows that a year runs from the 1st of May to the 30th of April, and everybody will understand that it is only rent for a crop year.

Mr. Lee: That would not clear up the difficulty.

The Attorney General: It is quite necessary to do that. The effect of that second receipt is that there is an agreement between the landlord and the tenant and that the landlord has a right of entry. What we are providing for is agreement between the landlord and the tenant.

Mr. Lee: What would happen on the settlement at Crabwood Creek where there are two crops a year? I withdraw the amendment because Government does not want to see the difficulty.

Sir Frank McDavid: I agree to withdraw the word.

Second Schedule put, and passed with the following amendments:—

- (i) Section 5 (1) (c) was substituted for Section 5 (c).
- (ii) The word "annual" was inserted between the words "for" and "rent".
- (iii) The word "period" was deleted and the words, comma and numbers "year 1st May, 19....." were substituted therefor.
- (iv) The words, comma and numbers "30th April, 19....." were inserted after the word "to".

Sir Frank McDavid: I am sorry to ask Your Honour to allow me to make one change in the definition of "maximum rent" on page 3 of this Bill. It says:—

"maximum rent" means the sum obtained by the addition of the basic rent of any holding to which this Ordinance applies of the increases permitted or authorized under section 23 of this Ordinance."

The words "or authorised" were put in as one of the factors to be authorized by the Assessment Committee before we could calculate any rent at all.

Mr. Lee: Before we deal with the Title and Enacting Clause I would like to draw the attention of Government to what is stated in the report of the Lee Committee on the question of people being induced to settle on certain lands.

The Chairman: I do not think there is any living person who could substantiate any allegation of inducement. I could not do so.

Mr. Lee: Under this Bill those lands would be liable to be reassessed, which would not be fair. If Government insists on passing this Bill without the inclusion of that provision I will have nothing more to say, but Government will probably have to make an amendment of the law.

Sir Frank McDavid: I have already referred to this matter. This Bill does

not relate to the Government estates at Windsor Forest, Hague and La Jalousie. I have already given an assurance, though assurance is not necessary, because legally those people are entitled to continue under their 99 years lease at \$6 per acre, and they will continue to do so., There is no need to fear that Government would seek to do otherwise.

Title and enacting clause agreed to.

Council resumed.

Sir Frank McDavid: In view of the long delay in dealing with this Bill which was published on the 1st of April, and the urgent need there is to get it on the Statute Book, I think I am justified in asking that it be now read a third time and passed. There have been a number of amendments, but I am assured by the Clerk and also by the Legal Draftsman that they will see that they are properly put together in the final Ordinance. I therefore move that the Bill be now read a third time and passed.

The Attorney General: I beg to second the motion.

Question put, and agreed to.

Bill read a third time and passed.

Mr. Deputy Speaker: Council will now adjourn until 2 p.m. on Thursday next, the 30th of August.

On behalf of the hon. the Financial Secretary I wish to remind hon. Members that Finance Committee will meet in 15 minutes from now, and there is some refreshment in the form of tea. It is hoped that all Members who are now present will be present at the meeting of the Finance Committee.