

LEGISLATIVE COUNCIL

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

FRIDAY, 3RD 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. **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. W. A. Phang

Mr. C. A. Carter

Mr. E. F. Correia

Rev. D. C. J. Bobb

Mr. H. Rahaman

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. 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. **W. O. R. Kendall** (Member
for Communications and Works)—
on leave.

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

Mr. W. T. Lord, I.S.O.—on leave.

Mr. J. I. Ramphal—on leave.

Miss Gertie H. Collins

Mr. Sugrim Singh

The Deputy Speaker read prayers.

The Minutes of the meeting of the Council held on Thursday, 2nd August, 1956, as printed and circulated, were taken as read and confirmed.

ANNOUNCEMENT

Mr. Deputy Speaker : I have to announce that leave has been granted to the hon. Member for Communications and Works (Mr. Kendall) from today's meeting. He is in Barbice on official business.

NEW DEPUTY SPEAKER WELCOMED

The Chief Secretary (Mr. Porcher, acting) : Sir, before we proceed any further with the Order Paper I would like to take the opportunity, on behalf of the Government and, I am sure, on behalf of all Members of this Council, to congratulate you on your promotion and to welcome you to the Chair. We look forward to being guided by your wisdom and tolerance in our deliberations. (Applause).

Mr. Lee : Your Honour, on behalf of the Members on what I may term the Unofficial side of the table, I wish to congratulate you on your appointment as Deputy Speaker, and to say that we are confident that the high standard set by the Speaker will be maintained by you. We on our part will co-operate to make your acting appointment a success.

Mr. Correia : I cannot allow this occasion to pass without saying a few words of congratulation to you, sir, on your appointment as Deputy Speaker. This side of the Council will certainly miss you and your support as a Member of the "Opposition". We have lost one very good Member through death, and now the Chair has taken another. This part of the Council is therefore very much depleted, and it is therefore

up to the remaining Members to get together and endeavour to keep the Government on their toes, allowing nothing to slip through which would be to the detriment of the people of this country. I congratulate you, sir.

Mr. Carter : Sir, I do not hope that the last speaker is trying to get you, as Deputy Speaker, to maintain your "opposition" in this Council, because he seems to regard you as still another "floor" Member. Yesterday I was asked by another Member who I thought was likely to be appointed to the vacant post of Deputy Speaker, and I replied that in my opinion there was only one other fearless Member of the "floor"—the hon. Mr. Macnie. It seems as if I am becoming a seer all so fast.

I congratulate you, sir, on your appointment. I know that you will conduct the business of this Council in the interest not only of the Government but of the people of this country, because I discovered that you are an ardent Guianese on the occasion of your speech on Federation, in which you were fearless enough to differ from the stand taken by the biggest commercial interest in this country for whom you work.

Mr. Deputy Speaker : Hon. Members, I am most grateful to the Chief Secretary and yourselves, for your kind words of welcome, and for the tributes which you have seen fit to pay me. Let me assure you that I am duly conscious of the honour and the task which has been entrusted to me by His Excellency the Governor at short notice and under tragic circumstances of which we are all well aware, and which we all regret. Let me assure you also that it will be my endeavour in carrying out my duties, while it falls upon me to sit here and preside over our meetings, to serve the country and assist in the deliberations of this Council. It will also be my

endeavour to maintain the standard of dignity in this Council which has been so well established.

The hon. Member, Mr. Correia, has seen fit to refer to my former position as "a Member of the Opposition." Under the Constitution I still retain my right to vote; I am not deprived of my right to vote by this appointment. I was assured of that by His Excellency when he asked me to go to see him, and I have also seen it in the Constitutional Instrument.

There is another point—to me a consolation—that a great deal of the business of this Council is done in Finance Committee where I will be able to resume my ordinary seat. Once again I thank hon. Members sincerely and assure you that it will be my endeavour to carry out my duties to your satisfaction, and to the satisfaction of His Excellency and the people of this country.

PRESENTATION OF REPORTS AND DOCUMENTS

The Chief Secretary: I beg to lay on the table:

The Speech broadcast by His Excellency the Governor on Sunday, 29th July, 1956

GOVERNMENT NOTICES

Widows and Orphans Pensions (Amdt.) Bill

The Chief Secretary: I beg to give notice of the introduction and first reading of a Bill intituled:

"An Ordinance to amend the Widows and Orphans Pensions Ordinance,"

ORDER OF THE DAY

Preservation Of Historical Records

Mr. Phang asked and the **Chief Secretary** laid over replies to the following questions:

Q 1: With reference to the news item in the "Guiana Graphic" of 11th July, 1956, to the effect that insects had been destroying valuable records in the Housing Department Building to the extent that an officer had to use an insect exterminating bomb, will Government give the assurance that the said valuable records were not the files of the old and irreplaceable Colonial Newspapers, the subject of recent questions in this Honourable House?

A 1: Government gives the assurance that the files of the old and irreplaceable Colonial Newspapers stored in the premises of the Housing Department are not the records referred to in the news item in the "Guiana Graphic" of 11th July, 1956.

Q 2: Is Government still satisfied that the irreplaceable records are being protected satisfactorily from damage?

A 2: Yes, Sir.

GOVERNMENT BUSINESS

FISHERIES BILL

Third reading of the Bill intituled:

"An Ordinance to regulate fishing in the waters of the Colony."

Sir Frank McDavid (Member for Agriculture, Forests, Lands and Mines): I would be grateful if this Council would permit the recommittal of this Bill to enable me to make one consequential change.

Agreed to.

Bill recommitted.

Sir Frank McDavid: In the sequence following on the deletion of one clause, clause 34 became clause 33, and consequently it is necessary to amend reference to clause 34 in clause 18 from "clause 34" to "clause 33". I beg to move that amendment.

Question put, and agreed to

Clause 18 passed as further amended.

Sir Frank McDavid: That amendment having been accepted, I beg to move that the Bill be read a third time and passed.

The Attorney General (Mr. Wylie): I beg to second the motion.

Question put, and agreed to:

Bill read a third time and passed.

RICE FARMERS (SECURITY OF TENURE) BILL

Sir Frank McDavid: I beg to move the second reading of the Bill set out in the Order Paper at item No. 3, and 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"

This Bill was published on 30th April this year and the Report of the Inter-departmental Committee on which the Bill was based was tabled in this Council as Sessional Paper No. 6 of 1956, on 27th April. I hope that hon. Members have taken the opportunity to study that Report which clearly sets out reasons for the Committee's recommendations in the light of its terms of reference.

In seeking Council's approval of this Bill it is fortunately unnecessary for me to cover the whole ground or

speak at length. That is so because the principle of security of land tenure for tenant rice farmers with restriction of rents within prescribed maximum limits has already been well established and generally accepted. It will only be necessary therefore for me to explain the proposed new basis on which maximum rents are to be assessed and any significant changes in the relationship between landlord and tenant and also to indicate the machinery which is proposed for regulation and control under the provisions of the Bill.

Hon. Members will recall that the Committee which was presided over by the hon. Member, Mr. Lee (now termed the Lee Committee), after exhaustive inquiries recommended a change in the basis of rent restriction. The Ordinance which is now in force provides for rent restriction by reference to a base year with certain specified increases. The Lee Committee, as everyone had expected, confirmed that the operation of the Ordinance had become unsatisfactory and inequitable in many respects and it recommended a change in the basic assessment of maximum rentals.

Hon. Members will also recall that the essential feature of the draft Bill prepared by the Lee Committee was the proposed adoption as a basis for fixing the standard and maximum rents of rice lands a percentage of the value of the average yield of padi on individual holdings over the previous three years. This percentage was to vary having regard to the efficiency of drainage and irrigation facilities provided by the owner of the rice land, but not to exceed 20 per cent.

In the Lee Bill, if I may be forgiven for calling it so, the assessment of every individual tenancy of rice land was to have been determined, having regard to these somewhat in-

definite factors — the efficiency of drainage and the average yield of padi and so on — by a number of Assessment Committees working independently. It would appear that on the basis of the highest average yields as we know them, maximum rent in 1955 under the Lee proposals would have been something like \$42 per acre. I was greatly concerned over the general aspects and implications of that draft Bill as well as over the difficulties, both theoretical and practical, which would ensue in giving effect to it.

Consequently, after prolonged consideration in the light of representations which had been made by rice producers I advised Government that a new Bill would be required and that it would be wise to set up an Inter-departmental Committee to prepare a report and submit a draft Bill in the light of certain specific terms of reference. These terms of reference are set out in the Report.

Now, I do hope hon. Members will agree that this Inter-departmental Committee did a good job of work and their Report is an able one which deals with this difficult subject very competently. As indicated in the last but one paragraph in the Inter-departmental Committee Report tribute is paid to the work done by the Lee Committee in collecting a vast amount of evidence and information and they say quite emphatically that that evidence and that information was of extreme value to them in arriving at their own conclusions and recommendations.

The essential features of the new Bill before the Council are these: firstly—the subdivision of the whole coastal area into seven zones of three soil categories based on soil fertility and the expected average yields of

padi of each; secondly — the prescription of a standard or maximum "basic rent" for each zone with variations for the three soil types in certain zones, and with provision for alteration by the Governor in Council when conditions justify this; thirdly — the permitted additions to the maximum basic rent of a proportion of the drainage and irrigation rates where the rice holding falls within the drainage area; fourthly—the permitted addition to the basic rent of a portion of conservancy water rates where such rates apply to any holding, fifthly—the permitted addition to the basic rent of any rates charged by the Local Authority where holdings fall within such areas; sixthly — the permitted addition to the basic rent of estate charges, such estate charges being expenses incurred by the landlord in respect of maintenance of services, such estate charges to be based on a Schedule of maximum rates in four categories which are set out in a Schedule of the Bill; seventhly — the prescription of a fixed rent of one dollar per acre for uncleared land—land that has not been broken down and is covered with scrub and bush which the tenant is expected to remove for himself — for eight years, and lastly among these essential features, the establishment of Assessment Committees for various areas in order to provide the machinery for the public hearing of an application for certifying the maximum rent either by a landlord or a tenant who is aggrieved in respect of the basic rent or any of the permitted additions.

The Bill also makes provision for appeals to the Supreme Court against decisions of the Assessment Committee.

Now, a word about the basic rents. The prescribed basic rents for land com-

[Sir Frank McDavid]

prising clay soil as in the three categories—are \$12, \$10 and \$7.50 per acre, respectively. These are set out in the First Schedule to the Bill and there are also alternative charges for pegasse soils which are in two categories—at \$6.60 and \$5 per acre. Then there is a special category of what is called toxic pegasse soil, and for that the rental in the Schedule is \$2.50 per acre for any area. On the basis of these rates which I have quoted the maximum possible rent of a holding with first class land management and service is \$22 per acre, plus drainage and irrigation and other rates, or alternatively, Local Authority votes where these apply. The Bill, sir, embodies all the things to be found in the existing law which secures a tenant from being deprived of his holdings by his landlord. It also includes some new provisions which are intended to safeguard the tenant from being unnecessarily burdened by what are called "specified conditions". Under the existing law a landlord might tie a tenant to him in respect of his produce. That is to say, he might create as part of the tenancy a condition that all the produce derived from planting must be sold to the landlord, or must be delivered to his rice mill.

Under this Bill that would no longer be possible except under a separate agreement which is outside the tenancy agreement and such an agreement, if made, must have certain conditions and must be registered with the District Commissioner before this subsidiary agreement becomes legal and effective. There is a further new provision in the Bill which entitles a tenant to keep under certain conditions two oxen for every five acres of his land, without any extra charge. It has been a grievance of the tenants that whereas they

have to get at least two oxen in order to work their lands, they do not have anywhere to keep them and if they keep them on the holding they are charged additional rent for such a privilege. The Bill contains a provision under which every tenant would be permitted to keep two oxen for every five acres of his holding for the purpose of ploughing the land and harvesting the crop.

The Bill further embodies certain variations to the provisions of the existing law which are designed to safeguard the right of a landlord with respect to the prompt payment of rent and the termination of the tenancy under certain specified circumstances. There is one point which has exercised the minds of some Members, I know, and that is the question of the application of this Bill to sugar estate lands. The Inter-Departmental Committee did have some difficulty in dealing with this matter. For the most part, the lands used for rice cultivation on sugar estates are assigned, more often than not, to employees. Under the existing law all such lands are excluded from the application of its provisions. Under this Bill that exemption applies only if the maximum rent of such holding does not exceed \$6 per acre. Of course, this exemption would apply not only to sugar estates, but to other estates which are used entirely for the cultivation of crops other than rice.

In order to simplify what I have said I will point out that in the case of tenants of sugar estates, part of the land is not used for the growing of rice, and such lands would not come under the Security of Tenure Ordinance under which land is rented by these Committees. If the rent exceeds \$6 per acre, then the provisions of this law would apply. The administration of the

Ordinance is not going to be difficult. I understand some people felt that this Ordinance would create an immense amount of difficulty. It would not, because the rent, under the law, will be ascertained in accordance with prescribed formulae as set out in the Schedules of the Ordinance. I feel that the duties of the Assessment Committees to be set up under the law would not be onerous because there would be a provision for any tenant to make application to the Department as regards the maximum rent that would apply to his holdings on the estate. One consequence of this particular set-up in this Bill is that there is likely to be land reform and certainly much less so than under the indefinite procedure which was suggested in the Lee Committee report.

I must draw the attention of the Council to one more point. It arose during the discussion of the resolution which continued in force under the existing law until October 31. At that time I emphasized that under the new Bill, if passed, the effective date for the application of the new rental charges would be May 1, 1956. In clause 2 there is a definition of "a year"—it is the last definition in the interpretation clause. There, "a year" means the 12 calendar months commencing from the first day of May. In clause 4 (1) and (2) it is categorically stated that the basic rent chargeable in respect of rice lands shall, as from the first of May, 1956, not exceed the appropriate amount set out in the Schedule. It follows therefore that the new rates of rentals would apply from May 1, 1956.

This point was well argued during the debate on the Resolution to which I have referred and the consensus of opinion was that it was better that we should make these new rates begin with the current crop year. Every

tenancy is bound by this same retrospective treatment. The proper clause—I think it is clause 5—continues to lay the onus on the tenant to pay his rent on or before the 31st day of December in each year, so that there is still plenty of time between the passing of the law and the end of the year for the tenant to reap his crop and pay his rent for the current crop year.

I would just like to say a word or two about the Assessment Committee. I was referring to what I would call a desirability, in that the Bill provides for the payment to the Government by a proprietor of his assessment by the landlord. The Bill provides for the system by which the Committee should be administered, and also that the members of a Committee should be the District Commissioner, the Senior Government Officer of the District; the District Engineer—whether from the Drainage and Irrigation or from the Public Works Department, supplemented by one landlord and one tenant from each district. I have not myself given any thought yet to the number of Committees that would be appointed, but it is clear that we should have to follow the Administrative districts more or less in appointing those Committees.

Under the Bill the Committees will have a fairly wide range of duties and functions. As I have already indicated, they will accept and determine applications for revision of rents so as to fix and certify the maximum rent under the provisions of the Ordinance. That, of course, will be their main function, and they will also have the responsibility of fixing compensation in those cases where compensation may arise. For example, where a tenant is forced to give up his holding and has done certain work, the Bill provides that certain compensation

[Sir Frank McDavid]

should be paid to him, and if a landlord and a tenant cannot agree it will be the function of the Assessment Committee to fix that compensation.

An Assessment Committee will also deal with cases where a landlord is seeking to recover land from a tenant either through failure of the tenant to comply with his obligations, or for some other reason under the law. There is also provision in the Bill by which a tenant may secure from a landlord more land suitable for rice cultivation which is not being used or likely to be used for any purpose. In such a case a tenant can make application to the Committee to enforce the rental of such land to the tenant.

There is also provision in the Bill for an Assessment Committee to hear applications from landlords for the re-allocation of tenants' holdings. The functions of these Assessment Committees are pretty varied but I do not myself feel that they are going to be very burdensome, because the ascertaining of the rent under this law is not a very difficult proposition. When I am speaking about some amendments which I have tabled I will explain why it is that on the first occasion it will be for the landlord to make his claim, and if the tenant and the landlord agree on the claim the matter will not go before the Assessment Committee at all.

There is one change of some importance in the existing procedure in the present law by which a tenant must not remove his padi from his holding before he has paid his rent. That is a very vexed question, and the Inter-departmental Committee went into it very thoroughly and recommended that the provision is unnecessary and unfair to the

tenant. The tenant is under an obligation to pay his rent, but it is going too far to restrict him from dealing with his produce until he has done so. Therefore there is no such provision in this Bill.

I have circulated a statement of some amendments and I hope hon. Members have their copies. If not I will ask the Clerk to circulate some more copies. These amendments have been introduced partly as a result of representations received. As the first amendment is of some importance in regard to the principle of the Bill I would like to deal with it now rather than in the Committee stage. That amendment refers to clause 5 of the Bill as printed. While a tenant is obligated to pay his rent by the 31st December of each year, he is given the right to lodge with the landlord padi to the value of the rent as security for such rent, and the clause goes on to provide that such padi must be accepted by the landlord. Further it says that if the rent is not paid by the 1st March in the following year then the padi which has been lodged as security may be appropriated by the landlord as payment of the rent. But if the rent is paid before that date the landlord has to return that padi to the tenant.

Hon. Members will realize and appreciate what the Committee were endeavouring to do when they introduced this particular feature in the Bill. Rent ought to be paid in cash, but since a tenant may not have cash but has padi, he should be permitted to hand his padi to the landlord in lieu of cash, and the landlord should accept it as such, but only as security. If the tenant manages to raise the cash before the 1st of March in the following year he should have the right to get his padi back. It is quite obvious that, however desirable such an arrangement might be, it is

quite impracticable and burdensome. Landlords are not all millers, and they do not all have means by which they can store padi which, moreover, deteriorates with storage, and to expect every landlord to undertake the responsibility of keeping a tenant's padi as security for rent is going much too far. So that this amendment will remedy that.

What it does is to give a tenant the right to pay his rent in padi to the amount of the rent, and the landlord has to accept it, but there is provision by which an agreement may be reached between the tenant and the landlord that such padi shall be taken to a mill. What is more important is that there is provision whereby a landlord may refuse padi if it is not up to the minimum standard fixed by the Rice Marketing Board each year. In other words, if a tenant is so incapable of dealing with his own affairs that he cannot raise the cash to pay his rent, and must take his padi to the landlord, all he can expect to get is the minimum price. If he knows that his padi is good he can sell it to a mill and pay his rent in cash, but if he has to pay his rent in the form of padi he must give padi which is at least up to the minimum standard and get the minimum price fixed by the Board.

A proposed amendment to clause 27 is somewhat important because it changes one aspect of the printed Bill. In the printed Bill estate charges had to be fixed by the Assessment Committee before a landlord could claim, but under the proposed amendment a landlord has to calculate the percentage of rates to be added to his basic rent, which is determined by the zone within which his holding falls, and he may also make a claim for estate charges in accordance with the

schedule. The amendment provides that the landlord must, within 30 days of the coming into force of this law, provide each tenant with a statement in writing of the amount which is claimed, and in each year thereafter before the 30th of April. That is only fair, because where it is possible for rent to vary from year to year the tenant must have definite indication of what his rent is.

That is as far as I wish to go in connection with the amendments. I have endeavoured to confine my remarks to what I consider to be fundamental principles of the Bill, because the whole general principle of security of tenure and rent restriction in so far as rice lands are concerned are already accepted. I know there are certain clauses of the Bill which are controversial, and I have no doubt that some Members would wish to speak on them, but I think it would be much more satisfactory if in so far as those details are concerned, Members would make their remarks when we are in the Committee stage. I throw that out as a suggestion—that rather than deal with those details on the second reading, which is concerned with the principles of the Bill, they should defer actual argument on particular clauses to the time when we go into the Committee stage.

Finally, I would like to say that I have deliberately allowed this lapse of time between the introduction of this Bill and its second reading, in order to afford as much opportunity as possible, not only to Members of this Council but to all those concerned, to study the provisions of the Bill and make representations if necessary. Shortly after the Bill was published I had a conference with the Council of the Rice Producers Association at which we discussed it at great length, and I explained exhaustively

[Sir Frank McDavid]

all its provisions. I am pleased to say that so far as the Council of the Rice Producers Association is concerned, as I understand it, the Bill is generally acceptable. I have received from the Council only a very short letter indicating some very minor verbal amendments, and I think I am justified in assuming that they have no general objection to this Bill. I have, of course, received a number of individual representations and, indeed, objections to certain clauses of the Bill.

It is not unnatural that any landlord who finds that his rentals are likely to be reduced under these provisions will not be happy about these clauses. Similarly, any tenant who finds that his rent is going to be increased will feel that it is a bad Bill, but on the whole I think we may assume that the Bill is generally acceptable. Certainly it is a Bill which attempts to do what we were talking about yesterday at great length—to provide the greatest good for the greatest number — and it is certainly an attempt to do justice as between landlord and tenant, and I believe that if it is passed it will provide a very reasonable and just method of assessing rents from year to year, and of being fair to both the landlord and the tenant in this very important industry.

I do not think I need trouble the Council any more on the second reading. I expect some suggestions, criticisms and possibly objections, but I do feel that it would be as well if they were confined to the actual clauses in the Committee stage, otherwise we may have a confused debate which would be very difficult for me to follow. I formally move that the Bill be read a second time.

The Attorney General: I beg to second the motion.

Mr. Rahaman: I know how difficult it was for the members of the Inter-departmental Committee to present their report for the preparation of this Bill which is far from what I would regard as a measure equitable to both landlords and tenants. This Bill regards the landlords as the biggest rogues and vagabonds while tenants are treated as angels. I have the highest regard for two members of the Committee, the Director of Agriculture and Mr. Bayley, who have experience in the rice industry and went around the country, but in my opinion this is not a perfect Bill. There is certainly going to be friction between landlords and tenants.

With your permission, sir: the Inter-departmental Committee in its report states :

“After examining in detail the existing legislation and all previous reports it was clear that the method of fixing rents for rice lands was very confusing to most of those concerned and adjustments of rent to meet changing conditions a most complicated procedure.

“The fundamental consideration in any rental system should be that a landlord obtains a fair return on his capital invested in the land and any essential services which he provides for the tenants, and the tenants pay rents at an economic rate, and they obtain reasonable services in return for their rent.”

The system of paying rent in kind was traditional. I know that in certain districts tenants are still paying in kind, but this system has been largely knocked out and payment is now made in cash. This Bill asks for cash payment. This Committee further states:

“The Committee gave full consideration to the question of how rents should be paid. The traditional system of payment in kind, that is to say, padi, has much to commend it, particularly when many landlords are concerned in the rice trade. There is also the system of

paying a fixed proportion or percentage of the crop actually reaped—a form of share-cropping.”

As I have said, up to this day kind is being paid instead of cash in some areas and there is no grouse by the landlords or the tenants over this. The system of paying in cash means that if there is no crop, then no rent is paid. That is my experience. It is a hardship especially in times of abnormal weather, such as this we are experiencing nowadays. Farmers just leave their padi in the field at reaping time in abnormal weather. If this Bill is passed, they would have to pay every ha'penny in rent, no matter whether they got padi or not.

I do not know why the traditional system has been removed. I am sure it will bring a lot of friction between tenants and landlords, and I know landlords are going to demand their rent. We have had the experience of the Board losing nearly half a million dollars on account of discoloured padi, so affected at the time of reaping.

The Committee states that the landlord should have a fair return from his land, and that means, in rent. The hon. mover has said that the maximum rent the landlord would get is about \$22 per acre. I do not think he is right because there are only two areas, Leguan and Wakenaam, where this is possible. The basic rent he would get is \$12 per acre, and, where his estate is highly maintained, \$12 plus \$5 for estate charges—\$17.

Sir Frank McDavid : I said, the maximum rent possible from a top estate in a top zone. The hon. Member gave an explanation that \$12 is likely to be the basic rent and \$22, in the case of a highly maintained estate. The maximum of \$22 goes together with good drainage, roadways, buildings, etc.

Mr. Rahaman : If they are not in a drainage and irrigation area, they cannot get \$10 in estate charges. So they would not all get a maximum of \$22.

Today an acre of land is worth \$300 at the minimum. If a landlord invests \$300 in an acre of land and he has to pay 8 per cent. per year on that sum, that would amount to \$24 per year. When he rents the land and can get no more than \$10, that would be \$10 against \$24. So that if some landlords sell out they would have an easier time.

As to estate charges, I think they appear in this Bill in the wrong way. Estate owners have spent thousands of dollars to put their estates in order. They have borrowed money from the Local Government Board to spend on their lands and to repay over a period of time, and I am sure, Mr. Deputy Speaker, that as an ex-District Commissioner you are aware of these things.

Mr. Deputy Speaker : If the hon. Member would not mind, I would prefer if he should not refer to that. In my endeavours here, of course, I will try to make my remarks unbiased. I am invited by the hon. Member's remarks to express an unbiased view in regard to the areas to which he refers, but that may be unfortunate to the point he is trying to make.

Mr. Rahaman : My contention is that where the estate is highly maintained but not within a drainage area it should be \$9.50, and \$10 where a lot of money has been spent in bringing the estate up to a good standard and where there is proper drainage and irrigation.

When rice was sold at \$5 per bag rental per acre was \$108. Today rice is being sold at \$16 per bag, slightly

[Mr. Rahaman]

triple the previous cost. The effect of this Bill would be that we would get only \$10 per acre in rental.

The Government-owned estates are running at a loss on a rental of \$12 per acre, as may be seen from the 1956 Estimates: Anna Regina, in 1955: expenditure \$123,296, revenue \$83,800; loss \$39,496. In 1956: expenditure \$93,286, revenue \$62,720; loss—\$30,566. Windsor Forest, La Jalousie and Hague, in 1956: expenditure \$38,850, revenue \$19,400; loss—\$19,450.

Mr. Deputy Speaker: And the rentals, what were they? The hon. Member will find that the rental of the West Coast estates is \$6 per acre. I am just trying to save him from arguing in regard to the wrong estates.

Mr. Rahaman: Yes, sir.

Mr. Deputy Speaker: The hon. Member said \$12 when he started.

Mr. Rahaman: Twelve dollars for the Essequibo estates. To continue, Vergenoegen, with an expenditure of \$39,966 and a revenue of \$27,562 has shown a loss of \$12,404. If Government-owned estates are losing money, what about the privately-owned estates? How will private properties be able to carry on? We will have any amount of summations and levying on people's properties for drainage and irrigation rates and for local authority rates.

Now, on this question of the collection of rent at the time of reaping, the Bill states, by 31st December rent must be paid and that if the tenant does not have cash he may pay the equivalent in padi. In my experience, if one allows the tenant to go away with his padi after he has reaped it he may never be seen again. Tenants

have been known to come overnight, load the padi and take it away, when they decide not to plant the next year. In 1953 I lost over 500 bags of padi in this way. I am suggesting that rent must be paid immediately after reaping, because if the padi is kept for more than two weeks fermentation takes place and it gets discoloured. That is the trouble in this country—bad rice. And the landlord has to build a bond to store the padi.

Sir Frank McDavid: I took the trouble to explain what the amendments on the sheet of paper implied. I explained that the amendments removed the compulsion in the Bill on the landlord to accept padi and keep it as security. I explained that it is unfair to expect the landlord to build storage bonds to do so, and I explained, too, that the amendment which is before hon. Members now, on the same paper, provides that the landlord may refuse to accept—may I use the very words —

“... in lieu of payment of rent in cash any padi 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 ...”

I hope I am not intervening unduly, but I was trying to keep the hon. Member from going astray on the point.

Mr. Rahaman: But what is the alternative? The landlord is not secure at all, especially if he belongs to the Corentyne Coast where half the total of the Colony's rice is produced. When the tenants cannot get money they will take the padi to the landlord to be kept and the milling of the padi is likely to be delayed. I have visited the Essequibo Coast and seen farmers at Anna Regina being paid \$4.25 per bag for padi while the price being paid by the Rice Marketing Board was

over \$6 per bag. There again, it was a case of friction between landlord and tenant. I have seen cases where tenants took padi to landlords for sale with sand, husks, drippings from cattle and things like that in the bags. I have also discovered that on the Corentyne some tenants do similar things to landlords. I also want to say that there is no provision in the Bill whereby a man who wants land can occupy and plant some of what he has on his own estate. He cannot dispossess anyone who is in occupation, and therefore a man might find himself having to go to another county with his family and live because he cannot enjoy some of the land on his own father's estate.

The Bill states that a tenancy can pass after a tenant's death to his heirs but, in my opinion, that should never be so. Whenever a man dies, his tenancy should die also. If a man should re-possess any land for his personal use, I think that should be regarded like the occupation of a house in the City; the assessor would give a man possession if he wants it for his own personal use, but not otherwise. A similar condition should exist with respect to rice lands.

I should also like to deal with the question of cattle. The Bill permits a tenant to keep two head of cattle for every five acres of land or part thereof, but in some districts there is only one crop per year—the Autumn crop—and I refer particularly to Blocks I and II on the Corentyne. The keeping of these cattle causes very much distress—not only to the owners of the cattle but to the landlords who have to look after such problems as controlling the water on the land. That is what is responsible for the high fees being charged at present for the agistment of cattle. I do not think a tenant should be permitted to keep cattle on the land where there is other

cultivation besides rice existing, or after the rice planting has been finished. Only at the time of reaping or threshing should cattle be kept on the land.

I know that certain landlords have disposed of their cattle, but yet they would take other people's cattle on their estates and receive agistment fees from them. I know from experience that these things happen. Further, I do not know how the drainage and irrigation rates are going to be met under this Bill, because these rates are payable in four moieties and if one moiety is not paid all the others become due. The landlord would need to have capital in order to pay these rates and to wait on the tenants for rent when the millers can give them certificates of milling. When there is heavy rainy weather I do not know how these rates are going to be paid, and some of these estates would probably be sold out because they could not pay.

Sir Frank McDavid: May I ask the hon. Member to elaborate on that, because I do not follow it. The landlords have to pay rates in any case. All this Bill seeks to do as regards the payment of rates is to make sure that the landlord recovers the appropriate part which the tenant has to pay. It makes no change whatever in the present position.

Mr. Rahaman: No security whatever is given to the landlord under the penal clauses of the Bill, and every landlord would have to cover the tenant. I think that when the Bill is being discussed in Committee I will have something more to say on the point.

Dr. Fraser: I rise, sir, to support this Bill in principle. I think the rice tenant does require some security for the land he leases. I think it is only

[Dr. Fraser]

right that the land should be secured to the tenant so that he could cultivate it, provided he has paid his rent and will conduct himself in accordance with the terms in the Bill. I do feel that the landlord has been rather heavily penalised by restrictions and penalties in the Bill and I hope that in the Committee stage some of these objectionable sections would be removed or amended to some extent. There is a provision relating to the Assessment Committee whose duty would be to fix the rent and not to fix estate charges or deal with matters of damages and other troubles that might arise between the landlord and the tenant.

I feel that these Assessment Committees will have a great deal of work to do at first, in assessing the amount of estate charges and so on, although the basic rents have been already laid down. Therefore, we must expect some time beyond the 30 days laid down in the Bill for the members to be able to get around and fix tenants' rent and landlords' estate charges. There are clauses in the Bill which give the Committee power to do these things, including the awarding of damages against a landlord. There is no provision in the Bill, however, for penalising a tenant because of bad husbandry on his part, and I feel that in the Committee stage a few amendments should be made to remedy the points to which I have referred.

One of the objectionable features is that a tenant can bequeath his interest in an agreement of tenancy to any person. I think that is carrying the tenant's security of tenure too far. A landlord may rent his land to a man but may certainly object to renting it to his son, his daughter or whomsoever the tenant feels like bequeathing his tenancy. There are many cases in which a landlord would

not rent his land to any other person than his present tenant, and if the tenant has the right to bequeath the tenancy to someone else it is going to cause a great deal of trouble. I do not think we should take away from a landlord the right to terminate a tenancy on the death of his tenant. It is only reasonable to assume that on the death of a tenant a landlord would permit his widow or children to carry on the tenancy if there had been no trouble about the tenancy, but to give a tenant the right to bequeath his tenancy to whomsoever he likes is going to cause trouble. I think that provision should be deleted from the Bill. A rice tenant has no building on the land, so why should he have the right to pass his tenancy on to someone else?

In a later clause (42) a tenant is given the right to approach the Assessment Committee in order to compel his landlord to give him additional land for the cultivation of rice. I think that is also infringing the rights of a landlord. It is carrying this security of tenure legislation much too far. For instance, a landlord may have additional land outside of his rice area for cattle grazing. Is he to be dragged before the Assessment Committee to answer a lot of frivolous questions because a rice tenant says he wants additional land? In the course of my duties I have come across many cases in which a tenant who had ample land wanted more land for rice cultivation. I hope that this objectionable feature will also be deleted from the Bill.

Another point is that where a landlord desires to resume possession of his land he has to give reasons before the Assessment Committee before he can do so. He is not allowed to put that land into rice cultivation; he has to grow some other crop. He is not even allowed a period of years after which he can resume possession of his land. I think that is also a hardship.

There are one or two other minor points. For instance, Mr. Rahaman referred to the payment of rent by the 31st of December. As he rightly said, a tenant reaps his padi, and as he knows he has until the 31st of December to pay his rent, he takes it away, and the landlord has a very difficult time in collecting his rent. I think an amendment should be made to make the rent payable at reaping time, with perhaps an extension to the 31st of December. It is extremely difficult for a landlord to collect his rent after a tenant has removed his padi from the field.

I do not think there are any other aspects of the Bill on which I wish to speak now, but I shall certainly have more to say in the Committee stage.

Mr. Correia: I rise in support of the Bill which I think is long overdue, because its main object is to fix rentals equitable to both landlords and rice tenants. There are certain clauses which impose restrictions on one side or the other, which I propose to discuss in the Committee stage. As far as I can see, the main object of the Bill is to fix fair rentals. The Inter-departmental Committee went very exhaustively into the existing conditions and made certain recommendations for future improvements. In the past rents were paid either in cash or on a share-profit basis. I consider the share-profit system very objectionable, because it provides no incentive to the rice farmer to strive for the highest production and the best quality of padi. On the contrary he is frustrated because he has to share his crop with his landlord. The fixing of a standard rent would be an incentive to a tenant farmer to increase his yield and improve the quality of his padi by the use of fertilisers.

I am in full agreement with the recommendation of the Committee on the question of rentals. I can speak on this Bill with an unbiased mind and express my opinion fearlessly. Certain clauses penalize the rice farmer. I can only listen to persons who are better acquainted with the rice industry than myself, and use my own judgment when the Bill gets into the Committee stage. I am sorry that the rice tenant-producers did not submit a memorandum to this Council in cases where they had a grievance, as that certainly would have helped this Council to make its decisions in regard to this Bill. The landlords submitted a memorandum which I consider most objectionable in parts. They referred to share-cropping in the East, and in these modern days I consider that most objectionable. I think the Committee's recommendation for cash payment for rental is a very fair one.

The hon. Member, Dr. Fraser, brought out certain points to show that the Bill in some ways penalizes the landlord. These can be dealt with in the committee stage, but we also have to consider the 65,000 or more rice farmers who are, in most cases, not a happy lot.

Whether the rental advised by the Committee is an equitable one is for the Council to decide. I will lead my support one way or the other in the Committee stage.

Mr. Lee: I did not intend to speak this afternoon, but I notice that Members are ignorant of this industry which has come under discussion in this Council through this Bill, and I think it would be wise to bring to their attention, so far as my knowledge goes, the reason why all the legislation in connection with this aspect of it was necessary.

There was a time in the rice industry when tenants in what might be called "share-cropping" areas were

[Mr. Lee]

glad that their landlords agreed to share-cropping. But there were tenants in other areas who were complaining that they were hard pressed having to pay rent, agistment fees and interest on loans which they were compelled to take from the landlords. The Duke Committee was appointed to inquire into the existing conditions and I was a member of that Committee. We took evidence throughout the Colony and we found, as the Report would show, that at that time tenants were worse off than serfs. They were only given what the landlord or the miller decided should be the price of their padi and in that way their standard of living was also decided for them. I remember that as soon as the inquiry was concluded many tenants were dispossessed of their holdings and their right to plant on those lands.

At that time rice was being sold at \$5 or \$6 per bag, and at one stage things got so bad that the price went down to \$3 per bag. There was the middleman, who was able to make the farmers suffer, by uniting with other middlemen against buying rice than at certain prices.

The Committee investigated all these things and its learned Chairman, Mr. Duke, having regard to the abundance of evidence framed the Rice Farmers Security of Tenure Ordinance. It was, of course, aimed at giving the tenant security of tenure, provided he was able to pay his rent, and it gave him relief from the serfdom which was his lot. I see the Appeal Court has ruled that unless a tenant pays his rent he cannot remove his padi from the land. That was not the intention of the Duke Committee, nor was it the intention of the Ordinance. Be that as it may, that is the Court's interpretation, and now the tenant is still at the mercy of the landlord or the money-

lender, because if he plants in the area where he has to pay his rent in cash and he does not have the money he cannot remove his padi from his holding. And if he does have the money the landlord sees to it that he pays charges for transportation of the padi—sometimes exorbitant charges.

Mr. Duke introduced his Bill into the Legislative Council. It was passed—I was not there, but I looked up the Hansard—the Ordinance came into force and continued. The prices of padi and rice went up and the farmers complained that they were not being protected under the Ordinance. Government, after many requests from the landlords and rice millers appointed a Committee to inquire; I will read its terms of reference:

“To examine the Rice Farmers (Security of Tenure) Ordinance of 1945, and in the light of its operation since its commencement to make recommendations.”

Mr. Wight was appointed Chairman but he refused to continue. As a member of the Committee I was approached and I took the office of Chairman.

If the Inter-departmental Committee had examined thoroughly these terms of reference they would not have altered one clause of the draft Bill. The terms of reference gave us the authority to examine witnesses and the operation of the “Duke Ordinance”. All over the Colony rice planters were examined and their evidence taken verbatim, therefore we were in a position to suggest necessary alterations in the Ordinance.

But what do we find? We find that the hon. Member for Agriculture does not seem to be *au fait* with the evidence taken throughout the Colony, but asks this Council to consider the Report of an Inter-departmental Com-

mittee. What were the terms of reference given to that Committee?

The terms of reference were :—

- “(i) To examine the problem of fixing rents of rice lands and in the light of the Committee’s study
 “(ii) to recommend an appropriate new basis on which standard rents may be prescribed in the various rice-growing areas for various categories of land (with permitted variations where necessary) in replacement of the existing statutory basis by reference to the rent paid in a basic year.”

The report of the Inter-departmental Committee ignores entirely the evidence taken throughout the Colony with respect to the rent chargeable by landlords and payable by tenants, and the Committee was asked to fix the basis of rent. The members of the Committee were to find a way to change the method by which the Lee Committee reported. The third term of reference of this Inter-departmental Committee was :

- “(iii) Further, to recommend a suitable form of operative machinery for regulation and control, and.....”

Wasn’t there in the Lee Committee report reference to the questions of “regulation and control”? All of those things touch the question of relationship between landlord and tenant, and the nature of the relationship was mentioned in the Committee’s report. The last term of reference given to the Committee reads :

- “(iv) to prepare and submit the draft of a new Rice Farmers (Security of Tenure) Ordinance which, while preserving the existing security of tenure afforded to tenant rice farmers would give effect to their recommendations.”

Now, what do we find? On this Inter-departmental Committee there are no rice farmers. The names of

the members of the Committee are W. E. Belgrave — Executive Engineer, Drainage and Irrigation Department; C. A. Cole—Supt. of Lands, Lands and Mines Department; G. L. B. Persaud —Legal Draftsman (ag.); H. P. Bayley —Manager, B.G.R.M.B.; A. F. Mackenzie—Director of Agriculture (Chairman); H. S. Burrows—Acting Deputy Commissioner of Local Government; A. D. Thompson—Assistant Director of Land Settlement; and W. Roberts —General Manager, B.G.R.D.C. On the other hand, who were the members of the Lee Committee? They were myself, Dr. Jagan, Mr. T. P. Jaundoo—President of Rice Producers’ Association; Mr. F. D. Cleare for whom Mr. Kennard the Deputy Director of Agriculture substituted, and there was also Mr. W. U. Mapp, District Commissioner, West Demerara, who had experience in all the various areas in this Colony, and Mr. R. E. Davis, a rice planter and miller, along with Mr. D. Nath, Secretary to the Committee.

When one looks at the composition of the Lee Committee with its terms of reference, and compares it with that of the Inter-departmental Committee, can this Council say that the latter Committee can make recommendations for a change of the Ordinance with respect to the production of rice and the renting of lands to tenants? I think the Committee (Inter-departmental) could not do otherwise than to state in its report :

“We wish to place on record our indebtedness to the valuable work of the Lee Committee. The immense amount of evidence and information contained in the report by this Committee has proved invaluable in our deliberations, and we have drawn heavily on their recommendations for much of our report.....”

Can’t it be seen that the terms of reference of the Inter-departmental Committee were a foregone conclusion

[Mr. Lee]

before it started to inquire into whether it should change the report of the Lee Committee? It was already settled that the Committee must do certain things, and if one looks at the report of this Inter-departmental Committee it would be seen that the intention was to change everything except the system of fixing rents. Therefore, I would draw this Council's attention to the manner in which this Bill has been drafted and the manner in which the Lee Committee reported to the Government. I think that there should be a Committee whose duty it would be to assess rents.

At this stage I must go back to the point where the hon. Mr. Rahaman was trying to impress this Council about the evidence taken by both the Duke and the Lee Committees in the various areas extending from the West Coast, Berbice, to the Corentyne. There was evidence showing that many tenants were glad to adopt the system of share-cropping, and some of them bargained for 25 per cent of their crop while others bargained for one-third for themselves. Both landlords and tenants said that they were satisfied with the idea of share-cropping because the landlords in that area did not give to the tenants protection by way of drainage and irrigation, and the tenants had to depend on rain and water from the creeks in order to get their crops. The tenants were asked whether they would prefer to pay more rent and be given protection by way of drainage and irrigation, and they said they preferred to retain the share-cropping system. One landlord also pointed out that he once hired a punt in order to facilitate the tenants, but did not make any extra charge for it.

All the tenants agreed with one voice that share-cropping was an

equitable form of tenancy as it did not exhaust more than 20 per cent of their total earnings. In view of the evidence given by these people, is this Council going to say that there should be a change in the system because the price of padi has gone up? Let us assume that the price of padi will go down; the soil will remain the same and therefore the tenants will have to pay the same rental they are paying now. That would be good for the landlords but not for the tenants.

Sir Frank McDavid: One of the provisions of the law is that the Schedule of basic rents is alterable by the Governor in Council. If there is a reasonable drop in the value of padi, the Governor in Council can alter the Schedule of basic rents. That provision would apply in those cases.

Mr. Lee: That is the excuse. When an application is made by a tenant to the Assessment Committee the Committee has to report to the Governor in Council who will then make an Order in Council. During that time the tenant reaps his padi and disposes of it. Where there is an agreement between a landlord and his tenant that his padi should be milled at the landlord's mill, or at a mill which the landlord stipulates, the tenant is in the hands of the landlord or the miller, especially if he has borrowed money from the landlord. I really do not see any protection for the tenant in this regard in the provisions of the Bill. In the Duke Committee's report there is protection for the tenant who could sell his padi anywhere and at any time, so long as he paid his rent by the 31st of December. Why is it proposed to remove that protection from the tenant? A tenant farmer does not run away from land which he has prepared. An acre of land at Windsor Forest cannot be obtained for

rice cultivation except on payment of \$500 as goodwill. Would a tenant run away from his holding and lose \$500?

The Inter-departmental Committee has recommended that farmers should be penalized for obtaining a greater return from their cultivations by fixing the rentals according to the quality of the soil. Can the hon. Member for Agriculture say that the soil in Wakenaam and Leguan is better than that on the West Coast or on the Essequibo Coast? The only members of the Committee who knew something about rice were the Director of Agriculture and Mr. Thompson. Is it fair to discriminate between rice lands in Wakenaam and Leguan and those in other parts of the Colony? When pegasse lands are burnt they yield as much as any other soils after two rice crops have been reaped. That has been proved at Canal No. 2 where they did not burn the pegasse but ploughed it into the soil. The farmers there are getting 25 bags of padi to the acre, which is a very good yield. The Committee has recommended that the rental of rice lands at Wakenaam and Leguan should be fixed at \$12 per acre. How can this Council accept such an illogical recommendation by a Committee, the members of which are not rice farmers?

Here we have the published Bill, No 22 of 1956, which states, at clause 8 (1),

"The Governor may establish for the purposes of this Ordinance, as many assessment committees as he thinks fit and shall specify in relation to each committee the area in regard to which it may exercise the powers conferred and duties imposed by this Ordinance.

It continues, at subclause (2):

"Each committee shall be appointed by the Governor and shall consist of—

- (a) a chairman who shall be a magistrate;"

Compare this with the recommendation of the Lee Committee, which states, at page 17:

"These statutory authorities, we recommend, should be called the 'Rice Farmers (Security of Tenure) Assessment Committees', and a Committee should be appointed for each district. The Governor in Council should be empowered under the Ordinance to divide the rice producing areas of the Colony into districts and a Committee should be appointed by the Governor for each district.

Each Committee should consist of—

- (a) one person who shall be its Chairman;"

Members will see the dissimilarities in the recommendation of the Committee and the Bill. Further, in regard to the composition of these Committees, the Bill provides:

"(b) three persons who are members of the public service of the Colony;

(c) one person who is a landlord of rice lands in the area in respect of which the committee is appointed;

(d) one person who is a tenant of rice lands in the area in respect of which the committee is appointed."

That is what we find after the Lee Committee had recommended, on the basis of the evidence it had taken, the following:

"(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."

Do hon. Members think that the people's interests would be served by the appointment of three members of

[Mr. Lee]

the Public Service to the Committee? I leave it to them to judge. My own opinion, I humbly submit, is that the person in the district, the rice planter, would be a better person to serve than all these officials put together in one bundle. Can the hon. 'Minister' say whether or not he recognizes the Rice Producers Association? Here is a statutory body consisting of representatives elected by the rice people—the tenants, landlords and millers — through which the Lee Committee was seeking to work. Let us assume that the Governor may use his judgment and discretion and be advised, if he were acting according to the Lee Report, that the person whom he appoints has experience and knowledge of this industry; but according to this Bill he will have to be led by the 'Minister', and if the appointee is a landlord he will toe the line —

Sir Frank McDavid : I must protest against that. I think the hon. Member is saying the 'Minister' (and I suppose he is referring to me) will have favourites in these districts and will seek to secure their appointment to these Committees to carry out his will. I can assure him that is far from the truth. What he is suggesting is right, I have no doubt, that the Governor will take advice from the Ministry through the relative body, the Rice Producers Association, but then, it is quite unnecessary to put that in. This is the only difference between what he is saying and what is in the Bill.

Mr. Lee : When the cap fits anybody's head he pulls the string. I am merely comparing what the Lee Committee stated after considering the evidence with what this Bill proposes. I respectfully contend that if the Government recognized the Co-operative Societies and made it statutory, why

should not these people be put to judge matters on the Assessment Committee? Can we say that a person who is not appointed according to the recommendation of the Lee Committee would not be at the will of the sponsor of his appointment? I think Clause 8 should be altered to give effect to the Lee Committee's recommendation.

I am not saying there should not be Assessment Committees, but let them be appointed according to recognized policy. While it is true that sooner or later the status of the Rice Producers Association will be amended as Government has recognized that it is not fulfilling the voice of the people, the industry has recognized it as the rightful body to represent it. I myself have said that the constitutions of both the Association and the Rice Marketing Board should be amended to give better representation to the people in the industry.

The Lee Committee's recommendation that membership of these Committees should include one person recommended by the Director of Agriculture has been exclusively left out in the present Bill. I ask hon. Members which of the two compositions set out would make a better Assessment Committee? I respectfully submit that the Lee Committee's is the correct one. We want people whom we can trust. That is why we followed the evidence and asked that a Magistrate be the Chairman of each Committee. The Magistrate will hold the scales of justice; he will hear the evidence of the people and be advised by a member of the Department of Agriculture. Three members of the Public Service are not needed to listen to evidence along with the Magistrate (the Chairman) as he alone can do that. It is done in Georgetown by the Assessment Committee. The hon. mover remarked when he tore up the

Lee Committee draft Bill that its provisions were too expensive, but here we have a Bill that proposes a bigger Committee which would mean the payment of allowances and other expenses.

We had the greatest of trouble with people who gave evidence when it was suggested that an Agricultural Superintendent of each area might be appointed by his Department to serve on the Assessment Committee, because they felt this Superintendent would "join with the landlord and impose conditions on us tenants." We had to convince them by argument that if the person recommended by the Department of Agriculture does not do justice to them he can be changed.

I want to deal with the question whether the assessment of rent for any agricultural land should be based on the yield of that land, or on the type of soil to be found in the area in which the land is situate. According to reports which I have in my possession — and which can be seen by the hon. Member for Agriculture within whose portfolio this matter comes — it has been conclusively proved in places like Burma, India and Japan that the assessment of rent based on the yield of the land, is more equitable to both the landlord and the tenant. The argument raised to this effect was sound and logical and I could not pick a hole in it. Let us assume for the sake of argument that a landlord encourages his tenants to build dams, dig trenches and plant along scientific lines; if the yield from the land is high he would get more rent, and if the price of the produce goes up he would get still more rent. On the other hand, if a stable price is put on the product or if it drops, the landlord would get less rent. Therefore, since there is security of tenancy the tenant is

being given an opportunity to get the most benefit from his labour.

I would like to know whether landlords are claiming higher rentals because they want a standard rent, or because they want the share-cropping system. If they want this latter system, then we can leave them alone and it can be adopted in the East Coast, the Essequibo and other areas. There is nothing in this Bill which states that there cannot be a contract between a landlord and a tenant providing that the tenant should give a certain portion of his produce in lieu of rent—providing he gets "so many" bags per acre.

Sir Frank McDavid: I can assure the hon. Member that he is wrong, because it is not so.

Mr. Lee: I only wanted the hon. Member to say so, sir, because it is not in the Bill. I only wanted to hear what he would say. Some tenants informed the Lee Committee that they were giving the landlords 30 bags of padi per acre for land at Wakenam and Leguan—some of the best type of land—and if we work it out we will see that the tenant should be well off in that case. The evidence showed that the tenants on the West Coast, Berbice, and in the Corentyne districts were satisfied with the share-cropping system, and when the hon. Member for Agriculture was thinking of abolishing the report of the Lee Committee I thought he would have introduced something better than this system. How is the tenant to be protected if the present system is abolished under which he is not charged any agistment fees for the oxen which he is allowed to keep on the land. The planting period occupies two months and the reaping period occupies two months also, but no pasture is provided at Leguan or

[Mr. Lee]

Wakenaam for the poor cattle, and how would the poor tenant get on without his oxen? If he carries them to the door of his range he would be charged rental and there is no protection in that.

It would be seen from the evidence in the report of the Lee Committee that tenants on the Corentyne Coast and elsewhere made representations on this point, and they objected to paying agistment fees for their oxen when left on the land. Some landlords charged tenants as much as \$1.50 per month for an ox, and very often they have to pay the whole \$12 (for a year) at once. I think that one of the objects of this Bill as drafted is that the landlord should protect the tenant, and I think the question of reducing the milling fees fixed by the Rice Marketing Board should also be considered.

Mr. Jailal : To a point of correction : The Rice Marketing Board has no milling fees.

Mr. Lee : That is true, but the R.M.B. and the Rice Producers Associa-

tion can, by an Order in Council, make regulations fixing the fees; but they would not do that. These tenants have commonsense, however, and when their padi is bad they sell it as stock feed. They are not fools.

Mr. Deputy Speaker : Is the hon. Member going to speak much longer?

Mr. Lee : Much longer, sir, because I have not started on the other aspects of the Bill as yet. I am only dealing with the Committee and with lands at present.

Mr. Deputy Speaker : Will the hon. Member be able to finish in 15 minutes?

Mr. Lee : I do not think so, sir.

Mr. Deputy Speaker : Will the hon. Member be ready to move his motion relating to a Royal Commission soon?

Mr. Lee : I will be ready on Wednesday, next week, sir.

Mr. Deputy Speaker : Council stands adjourned until 2 p.m. on Wednesday next, August 8.