

LEGISLATIVE COUNCIL

Thursday 17th May, 1945.

The Council met at 2 p.m. His Excellency the Governor, Sir Gordon Lethem, K.C.M.G., President, in the Chair.

PRESENT:

The President, His Excellency the Governor, Sir Gordon James Lethem, K.C.M.G.

The Hon. the Colonial Secretary, Mr. M. B. Laing, C.M.G., O.B.E., (Acting).

The Hon. the Attorney-General, Mr. E. O. Pretheroe, M.C., K.C.

The Hon. the Colonial Treasurer, Mr. E. F. McDavid, C.B.E.

The Hon. F. J. Seaford, C.B.E. (Georgetown North).

The Hon. J. A. Luckhoo, K.C. (Nominated)

The Hon. C. V. Wight, (Western Essequibo).

The Hon. J. I. deAguiar (Central Demerara).

The Hon. H. N. Critchlow, (Nominated).

The Hon. M. B. G. Austin, O.B.E., (Nominated).

The Hon. F. Dias, O.B.E. (Nominated).

The Hon. Percy C. Wight, O.B.E. (Georgetown Central)

The Hon. J. Gonsalves, O.B.E. (Georgetown South).

The Hon. Peer Bacchus (Western Berbice).

The Hon. H. C. Humphrys, K.C. (Eastern Demerara).

The Hon. C. R. Jacob (North Western District).

The Hon. A. G. King, (Demerara River).

The Hon. J. W. Jackson, O.P.E. (Nominated).

The Hon. A. M. Edun (Nominated.)

The Hon. V. Roth (Nominated).

The Hon. C. P. Ferreira (Berbice River).

The Clerk read prayers.

The minutes of the meeting of the Council held on the 16th of May, 1945, as printed and circulated, were taken as read and confirmed.

ANNOUNCEMENTS

BUSINESS OF THE COUNCIL.

THE PRESIDENT: It has been intimated to me that it will be considerably convenient to many Members to proceed to the Supplementary Provisions at some point during this afternoon. I, therefore, suggest that we take the Bills up to 3.15 o'clock and then proceed to take the Supplementary Provisions at that point. We will see how the proceedings go before deciding on that action.

PAPERS LAID.

The COLONIAL SECRETARY, (Mr. M. B. Laing) laid on the table the following documents:—

Report of the Departmental Committee on Salaries of Subordinate Employees of the Medical Department.

Despatches to the Secretary of State for the Colonies regarding the Bonasika Irrigation Scheme.

Despatches to the Secretary of State for the Colonies reporting on the Drainage and Irrigation of the East Demerara area.

Despatches to the Secretary of State for the Colonies regarding the internal drainage of lots 63—74 and the Bloomfield-Whim Area, Corentyne Coast, Berbice.

Report by Dr. F. C. Benham, Ph.D., B.Sc. (Econ.), Economic Adviser to the Comptroller for Development and Welfare in the West Indies, on the economic position of the Sugar Industry of British Guiana.

GOVERNMENT NOTICES

INTRODUCTION OF BILL.

The ATTORNEY-GENERAL (Mr. E. O. Pretheroe) gave notice of the introduction and first reading of the following Bill:—

A Bill intituled "An Ordinance to make special provision in regard to the pension and lump sum payable to Thomas Janki."

ORDER OF THE DAY

TOWN PLANNING BILL.

The PRESIDENT: I have just one comment to make. I notice that we have on the Order of the Day the first reading of the Town Planning Bill, but one newspaper, the "*Graphic*," has stated that the Bill was read a first time yesterday. That is entirely incorrect. What I had wished to say was

that in view of certain circumstances I was not proceeding to bring the Bill formally into the Council, though it was circulated and was on the Order of the Day. I call on the Attorney-General to move that the Council go into Committee.

RICE FARMERS (SECURITY OF TENURE) BILL.

On a motion by the ATTORNEY-GENERAL seconded by Mr. J. A. LUCKHOO, the Council resolved itself into Committee to resume consideration of the following Bill clause by clause:—

A Bill intituled "An Ordinance to provide better security of tenure for tenant rice farmers; to fix the rent payable for the letting of rice lands; and for purposes connected with the matters aforesaid."

COUNCIL IN COMMITTEE.

The ATTORNEY-GENERAL: Yesterday when we stopped, we were considering clause 12 and two hon. Members—the hon. Member for North-Western District and the hon. Nominated Member, Mr. Edun—had suggested that the figure "3" of "three years" in that particular clause should be altered to "5." I have had the opportunity last night to look into this matter and, I must say at once, from the figures quoted it surprised me that such a heavy liability should be thrust upon the landlords. I did not realise that. It is contrary to all legislation to keep liability hanging over a man's head longer than is possible. I suggest that the number of years—three—be retained and not extended to five. You cannot keep a heavy liability like that hanging over a man's head. This Bill, as the last clause shows, is experimental and is to be run for two years to see how it works. Therefore, the term itself is one year longer than the possible likely life of the Bill itself. I suggest, therefore, that the word "three" be retained.

In studying that clause I found out two other things which are quite unusual. If hon. Members read paragraph (b); it says:

"Where the land had been broken in for the cultivation of padi by persons other than the landlord or his predecessors in title within three years of the date when the notice is due to expire....."

It is quite possible, therefore, that as it stands now a tenant, who neither has broken in the land himself nor had been put to any expense in the breaking in of the land, may be entitled to receive compensation under this paragraph. That surely could not be intended. The second point is that as the paragraph stands only the opinion of the District Commissioner can prevent three tenants being paid compensation in respect of the same breaking in of the land. During the three years there might have been three yearly tenants. For these reasons in order to avoid these two anomalies I beg to move that the words "by persons other than the landlord or his predecessors in title" be deleted and the words "by, or at the expense of the tenant" be substituted therefor.

Amendment put, and agreed to.

Mr. JACOB: I am at a loss to see what burden there will be on the landlord. The tenant breaks in this land; the tenant spends his money or his labour, and when he is put out the landlord gets the benefit. I cannot understand what burden is on the landlord. The tenant will be deprived of his labour or his money if he does not occupy the land for a reasonable period and be compensated for his expenditure. I cannot understand this reasoning. It seems to me to be lopsided.

The ATTORNEY-GENERAL: The hon. Member does not appreciate the amendment moved. If the tenant did break in the land himself or paid someone else, or paid the previous tenant, he is entitled to compensation and the Dis-

trict Commissioner will allow that amount. The tenant will get it as the effect of the amendment. He is sure to get some compensation.

Mr. EDUN: What will happen in the case of a tenant who broke in his land at his own expense six years ago? He will not be entitled to anything at all. That man will be deprived of the land and the landlord will be able to sell that labour on the land to another tenant. I see the only solution to this problem is to leave the whole matter in the hands of the District Commissioner. If the tenant had the use of the land for ten or fifteen years, the onus should be on him. Why limit it to a number of years when the regular practice is to sell the labour on the land when the tenant is removing?

The CHAIRMAN: You suggest cutting out the time limit altogether?

Mr. EDUN: Yes; and leave the onus on the District Commissioner to say whether this man who had the land for fifteen years and had used the land should or should not get compensation. The whole thing is a question of equity to be decided by the District Commissioner. Why have any period? If it is an experimentation, let it be in the right course. Why say 5, or 10, or 15 years?

The CHAIRMAN: Is there any reason for the time-limit?

The ATTORNEY-GENERAL: There is. The whole question of equity gives way to practical commonsense and practical politics. If you allow a man compensation, for example, who did break in the land fifteen years before, he has to prove his claim strictly, and very few people ordinarily can prove anything done 15 years ago. The effect of that merely is to deprive a man of his right altogether, whereas if you make it a reasonable time of three years altogether, he can produce witnesses to prove his claim. That is the reason.

Mr. EDUN: In the majority of cases you will find that these people broke in the land previous to the war. Where will be the equity when he did break in the land?

The ATTORNEY-GENERAL: Can any hon. Member say how much compensation ought to be paid for breaking in any land in 1882?

Mr. SEAFORD: As far as I see, the wretched District Commissioner will be occupied all his time with this Bill. Are you going to add more responsibility to him? I cannot see how it is possible for him to carry out this without a fixed time-limit. Further than that, I think the ordinary rice grower will be very much better off without it than he will be by this. In the past he broke down the land when there was only an annual rental. Now he has security of tenure of the land for three years and, therefore, he does get the benefit of that spread over three years.

Mr. JACOB: It is not quite correct to say he only had it for one year. There was the question of equity, the question of mutual arrangement between landlord and tenant. I admit there are some rapacious landlords, but if a tenant has broken in the land a landlord will certainly not put him off the land after a year. After one, two or three years it is unreasonable. I am not going to argue the matter, but it is certainly unreasonable for a landlord after a tenant has broken in the land to put him off the land after three years.

The ATTORNEY-GENERAL: Read the first Schedule to this Bill!

The CHAIRMAN: Was there any specific recommendation in the Committee's Report?

The ATTORNEY-GENERAL: The Bill reproduces the Committee's Report.

The CHAIRMAN: Mr. Duke, Mr. C. V. Wight, Mr. Lee, Mr. Cleare and

others made this specific recommendation!

The ATTORNEY-GENERAL: It is the last recommendation in the Report.

Mr. HUMPHRYS: Before leaving this point, I do think it is going to be a very difficult thing for the District Commissioner to deal with. I feel that while Your Excellency is trying to get through this Bill we are rushing it and passing bad law inconsistent with commonsense and not in the interest of the rice industry. On what basis the District Commissioner is going to say a man is entitled to compensation for breaking down land two years ago? What experience has he got? These are matters to be enquired into with care so as to arrive at what the man suffers. On what basis is he going to work to arrive at the compensation to be given? I think we are stirring up among the rice farmers and the landlords a lot of trouble. I am not going to oppose it if Government feels fit to pass it, but we are not doing much good if we do not go into every detail. I sympathize with the Law Officers in this matter. As I heard one lawyer say, one is expected to do the impossible. I agree with Your Excellency that the matter has been pending a long time, but on that count must we go along and pass anything which will lead to endless litigation and involve the District Commissioners in all sorts of difficulties? I think we should go far more slowly.

The CHAIRMAN: We have been actually three years at it!

The COLONIAL TREASURER: I do suggest that this is in no way difficult. Surely the District Commissioner will assess for himself the average cost of breaking down land in his district. Let us assume that he finds it is \$30 per acre, if this Bill passes for three years that means the cost is \$10 per acre per

annum. If there is a year more to go, he would work on the average cost in the district. I do not think this particular clause will give any difficulty. I think it is the simplest of the lot.

Mr. EDUN: Yesterday I spoke about the question of cost of breaking in the land. I made enquiries this morning and it was told to me that lands that have trees and stumps will cost as much as \$80 to break down, and land with sugar cane beds will cost about \$40, while the ordinary land will cost about \$25 per acre. Those were the prices in pre-war days. As I see in this Bill, there is a spirit of conciliation, a machinery created which will endeavour to bring landlord and tenant together. I do not see anything punitive at all. I do not see any provision for penalty on anybody. All I see it is bringing two units of the rice industry together in order to settle their difficulties. Therefore, the essential ingredient in this Bill ought to be equity, and equity to the tenants more so because they are the weaker of the two. However, I think, this three years period will be a danger. I am agreeable to accept it as a matter of experimentation. Let us have experimentation on the basis of five years, and see how it will work. I know all lands were broken in before 1940, so equity should be in favour of the weaker unit. For that reason I say let us have it for five years.

Mr. J. A. LUCKHOO: As I understand this clause, it is really to give compensation to the tenant if he is called upon by the landlord to vacate possession of the land which the landlord desires to resume possession of for some other purpose. The matter is by no means easy, but I am inclined to the view that we should have no period at all. For instance, if a tenant five years ago took lands which were full of bush and at great expense to himself cleared the lands of that bush and brought the lands into a cultivable state—probably at the cost of \$80 per acre which, I

believe, is the likely amount computed for doing that—the out-going tenant ought to have fair compensation assessed for the state of the land when the landlord resumed possession. In other words, the landlord will be getting the standard rent for the last five years as provided by the Ordinance and therefore ought to pay the out-going tenant for the improvement that tenant made to the land in order that some compensation might be afforded that tenant for the expenditure incurred by him in bringing the land to that cultivable state. I see that it will be left to the District Commissioner to assess the value of the improvement made to the land which has been handed over to the landlord by the tenant. I do not think, speaking personally in this matter, we should have any term at all. If the length of time the land has been worked is taken to be ample compensation to the tenant for the initial expenditure, then the amount of compensation should be very little. I desire to move the deletion of the term.

Mr. C. V. WIGHT: We took into consideration the whole matter. We suggested three years as equitable in the interest of the tenant. The hon. Member said fifteen years the land was used and rent paid. Is the hon. Member going to tell this Council that the same yield obtainable 20 years ago under constant production will be obtained 25 years after? If so, the hon. Member did not hear the evidence produced before us. There are lands that are decreasing yearly in their yield.

The ATTORNEY-GENERAL: There is one other point about this indefinite period. The landlord may have changed, and if he wishes to build on his plot the money spent in erecting a rice field there is of no use to him. The third generation of landlord by purchase will find this liability cast on him, and it can work most unjustly on the landlord. The

object of the Bill is to secure tenure to the tenant, but the landlord has his rights too. This is one of those subsidiary clauses to protect the tenant. It is not one of the main clauses. It is quite obvious that if the landlord succeeds in getting permission to use his land for another purpose, it must be very good reason put forward and in any such circumstances, as he may not be the person who owned the land when the improvements were made, he may be confronted with this liability. Three years is quite a short period, particularly as the whole matter comes back for consideration in two years' time.

Mr. KING: I am somewhat amazed to hear the statement of the hon. Member for Western Essequibo that rice lands depreciate in value so far as their yield is concerned, as the hon. Member is very closely associated with one of the mills in Essequibo where the yield is altered by five bags over a period of 30 years. Rice lands do not depreciate to any extent. To say that rice lands depreciate in value, as argument against the speech by the hon. Nominated Member, Mr. Luckhoo, is somewhat fallacious from the little experience that I have of rice lands in this Colony. I appeal again to this Council that in my opinion this Bill is a retrograde step. The honourable and learned Attorney-General a few minutes ago before he sat down—

The CHAIRMAN: The hon. Member should confine himself to the immediate point at issue. This Bill is for the purpose of protecting the tenure of the tenants, and this particular clause 12, is one which gives the tenant to some extent returns for the money he is presumed to have spent on his land.

Mr. KING: The Bill is very much in favour of the tenant, and to some small extent it contrives to help the poor harassed landlord by providing

a sort of solatium in clause 12. As one who knows the rice industry, I consider this clause most dangerous to insert in this Bill. Let me try to give the Council an idea of what happens on a rice estate where virgin soil is broken down for the purpose of rice cultivation. The level of the land has to be above that of the water in the trenches, so that the cultivation might obtain drainage, and when the water in the trenches is out it could obtain irrigation. A good deal of the land under rice cultivation is land which had been under cane cultivation and is fairly high, and a good many rice estates were virgin soil to the extent that there were large trees growing on them. The cost of reducing virgin land to the condition in which rice can be planted varies from \$30 to as high as \$100 per acre. I have personal knowledge of land which cost between \$80 and \$100 to break down. There are some tenants who are anxious for me to give them that land to break down.

The usual procedure is for the landlord to give the land rent free for one, two, and as many as three years so as to enable the tenant to recover to some extent the expenditure he has incurred. A tenant has taken perhaps 5 acres of land and has spent anything from \$300 to \$500 in breaking it down. Two and a half years later the landlord decides that he cannot afford to rent his land as a rice estate, and it is going to happen that landlords are going to find it uneconomic to continue their estates as rice estates. A landlord who finds himself in that position would tell his tenant that he proposes to empolder the land and convert it into a pasture, from which he would get from 1/- to 40 cents per head of cattle per month. What happens to the unfortunate tenant? Although I do not read it into clause 12 I accept the Colonial Treasurer's statement that in such circumstances the tenant is only entitled to one-sixth of the expen-

diture he has incurred, a loss which he would be unable to stand. It might mean his ruin. I am talking hard facts and I defy anybody to contradict what I am saying.

This clause is unfair both to the landlord and the tenant. It is impossible for this Council to try to imagine what is going to happen if it has no experience to guide it. I suggest that the Bill be referred to a Committee to prepare something which this Council would be prepared to accept. To tinker with such a very important measure affecting landlords and rice tenants in this Colony is, I consider, a most dangerous thing to do because there are so many difficulties which will crop up one after another. I am appealing to the Council not to take the Bill lightly but to give it very serious consideration. If one could imagine what might happen both from the landlord and the tenant's point of view, one would appreciate that the question of 3 or 5 years, or any time at all, is not the fundamental point at issue.

The hon. the Attorney-General said that a tenant who had land passed on to him by another can recover the expenditure incurred in breaking down the land and pay it over to the original tenant who did the work. I can see no provision for that in this clause which simply refers to land broken down at the expense of the tenant. The usual procedure among tenants of rice lands is that in the case of a tenant who wishes to transfer land on which he had spent say \$300 to break down 10 years ago, the person to whom the transfer is being made pays to the other a sum agreed upon between them as compensation for his labour and expenditure. In that way rice lands pass from one tenant to another. I do not believe there is a single acre of land of which a tenant acquired possession from another without some form of compensation being

paid to the original tenant. In that way a tenant's labour is never lost. The land is an asset to the tenant, and the tenant who is taking over sometimes has to go to a moneylender. This is going to do away with that. It is going to take away from the tenant the right to deal with the land as he does now. Simply for the purpose of punishing one or two rapacious landlords in this Colony who take advantage of the poorer classes, Government is foisting on the rice industry a Bill which is going to do a lot of harm. It gives a landlord certain rights which he may or may not enforce, and it gives a tenant rights which, when he gets annoyed with his landlord, he may endeavour to enforce.

The CHAIRMAN: I think you should confine your remarks to the clause under discussion.

Mr. KING: I am endeavouring to do so.

The CHAIRMAN: No, you are talking very generally about the Bill and landlords.

Mr. KING: Yes, because I am trying to explain that the provisions of this clause are going to cause disharmony between landlords and tenants where there is perfect harmony now. In my opinion the clause is not sufficient.

The CHAIRMAN: You are repeating yourself a good deal.

Mr. KING: Very well, sir.

Mr. SEAFORD: There is just one point I wish to make. I think the hon. Member for Demerara River (Mr. King) in speaking about lands which do not come within a declared Drainage and Irrigation Area, suggested that rice lands could be turned into pasture lands. If such lands happen to

be within declared Drainage and Irrigation Areas there are certain rates levied which pasturage cannot afford to pay.

The CHAIRMAN: We have a specific amendment. Shall I proceed to put it?

Mr. EDUN: With regard to the point made by the hon. Member for Demerara River about the transferring of rice lands I wish to say that nobody can prevent a tenant transferring his tenancy to another person. It is a matter of private arrangement. This is a provision where a landlord wishes to evict his tenant. I think it is in the interest of all parties to have an open question, so that the District Commissioner would be able to intervene.

The CHAIRMAN: I put the amendment that the words "within three years" be deleted. Those in favour of the clause as it stands will say "Aye."

The Committee divided and voted:—

For—Messrs. Ferreira, Roth, Jackson, Humphrys, Gonsalves, Percy C. Wight, Dias, Critchlow, de Aguiar, C. V. Wight, Seaford, the Colonial Treasurer, the Attorney-General and the Colonial Secretary—14.

Against—Messrs. Edun and J. A. Luckhoo—2.

Did not vote—Messrs King, Jacob and Peer Bacchus—3.

Amendment lost.

Clause 12 as amended put, and agreed to.

Clause 13—Standard Rent.

The ATTORNEY-GENERAL: During the debate on the second reading many hon. Members said they could not make sense of paragraph (3) so I

have endeavoured to extend Dr. Benham's idea at some length, and I think all Members have copies before them.

Clause 13 put, and agreed to.

Clause 14.—Restriction on increase of rent and recovery of excess padi.

The ATTORNEY-GENERAL: This clause was drafted with the view that the Bill would have been enacted last year. I move that the words "January" and "forty-five" be substituted for the words "April" and "forty-four" in the second line of sub-clause (4).

Clause 14 as amended agreed to.

Clause 19.—Contracting out of Ordinance.

Mr. HUMPHRYS: I do not know whether it is intended, but it seems to me on the reading of this clause, that if there is an agreement between a landlord and his tenant which contains any provision whereby the tenant purports to contract himself out, the whole agreement would be void. I am sure that is not the intention. The agreement may be perfectly good in other respects.

The CHAIRMAN: I think the insertion of the words "Any provision in" at the beginning of the clause might meet the case.

The ATTORNEY-GENERAL: I accept that.

Clause 19 as amended agreed to.

Clause 21.—Appeal.

Mr. C. V. WIGHT: I am wondering whether this appeal in writing to the Governor should remain. The Governor has his time fully occupied. Is he going to read through all appeals? I think he would have a very busy time if the trouble anticipated by some Members materializes.

The ATTORNEY-GENERAL: If that happens the Governor would delegate his power.

Clause 21 agreed to.

Clause 22.—

The ATTORNEY-GENERAL: I move the insertion of the following new clause 22:—

22. (1) Subject to the provisions of this section, the Governor may, by Notice published in the Gazette, appoint a person to exercise any of the powers vested in, and to perform any of the duties assigned to, a District Commissioner by this Ordinance.

(2) Any person appointed under this section may exercise the powers vested in, and perform the duties assigned to, him in respect of rice lands in any part of the Colony and it shall not be necessary to appoint him to any specified District.

(3) The duty to accept, endorse and file agreements of tenancy under sub-section (1) of section sixteen of this Ordinance shall not be assigned to the officer appointed under this section.

Agreed to.

Clause 7.—*Termination of tenancy by Landlord.*

The ATTORNEY-GENERAL: The hon. Member for Western Berbice (Mr. Peer Bacchus) moved an amendment to par. (f) of this clause which was accepted, but I have re-written it as follows:—

(f) if, where a landlord has constructed or maintained any dam, trench, drain or koker run, the tenant by any wilful or negligent act or omission causes damage to any such work; or

I have taken those words from the definition of "good estate management".

Mr. PEER BACCHUS: I accept the new amendment.

Clause 7 as amended put, and agreed to.

Title and Enacting Clause.

The ATTORNEY-GENERAL: In the long title I beg to move that the word "limit" be substituted for the word "fix" in the second line. The Bill does not fix the rent but limits the maximum rent.

Amendment put, and agreed to.

Title and enacting clause passed as amended.

Clause 11—*Bequest of agreement of tenancy.*

Mr. HUMPHRYS: As regards the tenant giving the landlord notice of bequest of agreement of tenancy, I think it was suggested by the hon. Nominated Member, Mr. Luckhoo, that the legatee and executor should notify the landlord. That carries the matter no further but puts more difficulties in the way still. There you have both, and if one notifies and not the other it would be of no use. This matter is going to give rise to great difficulty so far as the landlord is concerned. I feel very strongly that there should be a definite time fixed. Unless unavoidably prevented it should be 21 days, or 60 days or 90 days but a definite period should be fixed within which the legatee or executor must notify the landlord. Unless you do that you are bound to have great difficulty in the operation of this clause. I appeal to this Council. It is a matter of commonsense. After a certain time the legatee must be stopped from putting his claim in. After four years a will purporting to be a will, but very often it is not, cannot be registered and yet a legatee can come and claim. I think this Council would be well advised to say the time must be limited beyond which the right of the legatee will be completely estopped.

The ATTORNEY-GENERAL: After the hon. Member spoke yesterday and to me, I realized it is not quite so bad as the hon. Member pointed out. I have no doubt that all he states might happen in the future, even if not as bad

as he pointed out. The Deceased Persons' Estate Ordinance provides the landlord with much assistance. The main point is to observe (b)—

"the transfer to give effect to the bequest shall be subject to the consent of the landlord which said consent shall not be unreasonably refused."

If after 21 days the landlord is not told that the particular land had been passed on to a legatee he can take another tenant. If the tenant starts to hold the land the landlord has reasonable excuse not to remove the tenant. I think on the construction of (a) and (b) in a normal case no real hardship will arise. If the tenant has spent nothing on the land then the landlord can replace him, but if he has spent money on the land and has worked the land then under paragraph (b) it would be held unreasonable to remove that tenant. There must be an exceptional case that these two paragraphs do not provide sufficient safeguards.

Mr. HUMPHRYS: I would like the hon. the Attorney-General to inform this Council whether under that clause the tenancy will pass on to a residuary bequest. It must be a specific bequest or a residuary bequest.

Mr. LUCKHOO: I think the word "legatee" is used in the general sense and not confined to a specific bequest.

The ATTORNEY-GENERAL: It is not even limited to a will or testament. The answer is nil.

Clause as amended put, and agreed to.

The Council resumed.

The PRESIDENT: I propose not to take the third reading now. I am sure the Law Officers would like to go through the Bill in its amended form before it is presented to the Council for its third reading.

TOWN PLANNING BILL

Item 2 on the Order Paper, as I explained at the opening of the meeting, we propose not to proceed with.

The ATTORNEY-GENERAL: I beg to move that the Order Paper be amended by the deletion of item 2.

Mr. J. A. LUCKHOO seconded.

Question put, and agreed to.

SECOND SUPPLEMENTARY ESTIMATE, 1945.

The COLONIAL TREASURER: I beg to move—

"That this Council approves the Schedules of Additional provision for the months of March and April, 1945, required to meet expenditure in excess of the provisions made in the Estimates for the year 1945, which have been laid on the table;

And that the Council resolve itself into Committee to consider the Schedules."

After we resume I shall ask leave to amend "March and April" to read "April and May". The reason for that is that the Schedules for the first quarter have been already approved by the Council.

The COLONIAL SECRETARY seconded.

Question put, and agreed to.

Council in Committee.

FOREST DEPARTMENT.

Mr. FERREIRA: At the Estimates meeting in December we were told that it was planned in decentralizing the Forest Department to set up one officer in North-West District and one in the Berbice River District, but up to now I have heard nothing further. I ask at this stage what is the position and what is being done.

The CHAIRMAN: Is that part of the interior development?

Mr. ROTH : Your Excellency is thinking of the recommendations of the Interior Development Committee by which it is proposed to have three new Forestry Officers. Application has been made for funds.

The CHAIRMAN: That has gone forward to the Secretary of State. The Treasurer has just passed to me a memo here which deals with the salaries of the new Superintendent of Prisons who has just arrived and is assuming duty and the other Superintendent who has not yet left the Colony and still has his leave to take. It is thought very desirable to have the new Superintendent taking over straight-away without an interregnum, and this requires a supplementary provision covering the overlapping of salaries. Incidentally, Mr. Bookham has been put on his maximum salary scale of £375 from 1st January, 1944, and that requires an additional provision of \$960. The new Superintendent's salary for the balance of the year will require an additional provision of \$2,500. He was appointed at the same figure as Mr. Bookham—\$2,640 x \$120—\$3,600. As regards his House Allowance, \$30 only is required as Mr. Bookham's house allowance will be available from the date he goes on leave. So the Council is asked to accept these three charges—\$960 for Mr. Bookham's salary, \$2,505 for the salary of the new Superintend-

ent and \$30 part of the House Allowance—as additional to the Schedule for May.

Question put, and agreed to.

Schedule amended accordingly.

The Council resumed.

The COLONIAL TREASURER: I beg to move the approval of the Schedules with the amendments as indicated and the substitution of the words "April and May" for the words "March and April" in the second line.

The COLONIAL SECRETARY seconded.

Question put, and agreed to.

Motion passed.

The PRESIDENT: We have now come to the end of our business, and our next business is the Town Planning Bill which, I have said yesterday, everyone concerned will give expeditious attention and so come into this Council which will have to decide on this important subject. We will meet tomorrow at 10 o'clock for the purpose of taking two resolutions standing in the name of the Deputy President which end our activities and action taken in connection with the cessation of war in Europe. So I adjourn the Council to 10 o'clock tomorrow morning.

The Council adjourned accordingly.