LEGISLATIVE COUNCIL

Thursday, 25th April, 1946.

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. W. L. Heape, C.M.G.

The Hon. the Attorney-General (Acting), Mr. F. W. Holder.

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

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

The Hon. J. I. de Aguiar (Central Demerara).

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

The Hon. J. B. Singh, O.B.E. (Demerara-Essequibo).

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

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

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

The Hon. Peer Bacchus (Western Berbice).

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

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

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

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

The Hon. V. Roth (Nominated).

The Hon. T. T. Thompson (Nominated).

The Clerk read prayers.

PRESENTATION.

ROYAL HUMANE SOCIETY'S CERTIFICATE.

The PRESIDENT: Our first business is the presentation of an award from the Royal Humane Society which I have great pleasure in making today to Mr. Neville Kennedy. Will he come forward.

I have here a Certificate of the Royal Humane Society, Patron, His Majesty the King, and President, His Royal Highness the Duke of Gloucester. It reads:

> "At a meeting of the Committee of the Royal Humane Society held at Watergate House, York Building, Adelphi, W.C. 2, on the 13th day of November, 1945. Present: Lieut. Colonel V. Vivian, C.M.G., D.S.O., M.V.O., in the chair.
>
> "It has been resolved unanimously that the Honorary Testimonial of this Society inscribed on parchment be hereby given to Neville Kennedy for having on the 7th of June, 1944, gone to the rescue of a woman who was in imminent danger of drowning in the Demerara River at Georgetown, British Guiana, whose life he gallantly saved."

Members may remember it was almost two years ago that this courageous act was performed. In crossing the river on the steamer "Queriman" a

woman passenger fell overboard and drifted some distance from the vessel. A lifebuoy was thrown overboard and Purser Neville Kennedy, observing that it would not reach the woman, and that she could not possibly get to it, plunged overboard, swam to the lifebuoy, took it with him to where the woman was—she was at that time unconscious—and kept the woman afloat with the lifebuoy until they were both rescued by a passing launch.

That was an act which required presence of mind, quick thinking, and courage. We know that our river here has its dangers, and we would all consider this award very justly and properly made. This Council, speaking for the whole community of British Guiana, wishes to congratulate you, Neville Kennedy, and present to you with our very best wishes this Testimonial of the Royal Humane Society. (Applause).

MINUTES.

The minutes of the meeting of the Council held on Thursday, the 28th of March, 1946, as printed and circulated, were taken as read and confirmed.

ANNOUNCEMENTS

PRINTING CONTRACT.

The COLONIAL TREASURER communicated the following Messages:—

MESSAGE No. 18.

Honourable Members of the Legislative Council,

I have the honour to invite Council to ratify the Printing Contract entered into with the Argosy Company, Limited, with the approval of the Executive Council, for the public printing and bookbinding requirements of the Colony over a period of 5 years as from 1st April, 1946.

2. As Honourable Members are aware, the Argosy Company have been the Contractors for Government printing for the past 35 years. The last contract entered into with the Company was for the year 1945, but was voided as a result of the fire in February of that year, and all Government printing has since had to be done as a temporary measure in the open market through a Public Printing Committee.

3. The Contract now entered into with the Company provides for (a) payment of the Company of a sum of $280,000, at the rate of $65,000 per annum for the first two years and thereafter at the rate of $50,000 per annum; and (b) the advance of such sums, not exceeding $100,000 in the aggregate, free of interest, between the date of execution of the contract and the 31st of December, 1946, for the purpose of paying for machinery and/or equipment acquired by the Company for the carrying out of the contract. These advances are to be treated as payments on account of the amount of $280,000 abovementioned; the difference between the aggregate of the sums advanced and the total amount payable to the Contractor being paid in equal monthly instalments spread over the whole period of the Agreement, namely five years.

4. As security for the advances, Government has agreed to accept a floating debenture on the Company's newly erected building and the machinery and equipment now and hereafter installed herein. An undertaking will be given jointly by the Honourable Percy Claude Wight and the Company that the lease of the land on which the Company's new premises have been erected will be assigned if and when required.

5. The Executive Council have agreed to the execution of this Contract on the terms and conditions set out above, and I now accordingly invite this Council to ratify them.

GORDON LETHEM,
Governor.

25th March, 1946.

PURCHASE OF BOOKERS COOPERAGE PREMISES.

MESSAGE No. 19.

Honourable Members of the Legislative Council,

During last year the question of the acquisition by the Government of the premises at Lots 1 and 2, Cummingsburg, Georgetown, adjoining the Railway goods yard and known as "Bookers Cooperage" was revived. Negotiations for the purchase of this property previously took

place in 1922 when the railway workshops were being re-arranged and reconstructed but unfortunately the matter was not brought to a conclusion.

2. The East Coast Railway is at present, and doubtless will be for a considerable period in the future, the principal means of transportation of bulk produce along its route. Terminal facilities now available at Georgetown are unsatisfactory and inadequate; moreover, they are non-continuous owing to the interposition of Bookers Cooperage between the railway goods yard and the old Abattoir premises owned by the Transport and Harbours Department and used as a subsidiary steamer workshop and boat repair slipway.

3. The direction in which any expansion of the terminal facilities of the railway should logically take place is northwards from the present goods depot through Bookers Cooperage to the contiguous area of the old Abattoir. The water frontage which would be afforded by a combination of the three areas totals 160 feet. In addition, there is the large adjoining open expanse of "mud flat" further north on which commodious wharf and storage premises could be constructed if necessary and connected with the railroad tracks by means of the existing siding entering into the abattoir premises. This would constitute an initial step in the future development, as a long range policy, of the whole area extending still further northwards as comprehensive Government Docks for ocean vessels.

4. The acquisition of Bookers Cooperage would therefore represent a valuable addition to the Government property on the river front and increase the value both present and potential of the railway assets.

5. Mr. C. E. Rooke, C.M.G., M. Inst. T. who has recently submitted a report on his investigation of the administration, organization and working of the Transport and Harbours Department, has strongly advised that Bookers Cooperage should be purchased by Government. In a minute dated 18th August, 1945, addressed to the Colonial Secretary on the subject he wrote as follows:—

"I advise, with the greatest empha-
"sis, that the Cooperage should be
"acquired, whatever the circumstances.

"2. The general layout of the
"Railway and Marine workshops,
"together with the Traffic Yard, and all,
"taken together with the wharf or jet-
"ties, is shocking. If anyone had
"expressly set out to model conditions
"which would produce the greatest
"difficulties, congestion under any sud-
"den peak, expense in working and
"general disorder, he could not have
"succeed better.

"3. To this must be added the
"confused and straggling workshop
"layout making "progressing" almost
"impossible and adequate supervision
"difficult.

"4. To cap all this, a main road
"runs through the middle of it all.

"5. The fluidity of volume over
"the wharf, of course, has never been
"recorded, but it cannot be what it
"should in view of the layout, front and
"storage.

"6. Whatever may or may not
"happen to the railway, expansion is
"required. The workshops are as
"important to the steamers as the
"railway, and, in that respect, expan-
"sion, rather than diminution, should be
"provided for.

"7. The wharf front requires expan-
"sion, also the goods yard and sheds
"and the road should be closed.

"8. A final layout and plan would
"depend a good deal on the fate of the
"railway, but, in the meantime, in any
"circumstances Government cannot go
"wrong in acquiring the area and should
"do so. It is to be remembered that the
"workshops and goods yard come very
"much into the picture."

6. In considering this matter Government has also had in mind the expectation of the necessity in the near future for the expansion and improvement of storage and wharfage facilities especially for rice as the present arrangements under which this product is handled for export at the premises leased by the Rice Marketing Board are unsatisfactory and uneconomical.

7. With the advice and concurrence of the Executive Council, Government has accordingly accepted an offer by Messrs. Booker Bros. McConnell and Company Limited to sell the Cooperage premises, including all the buildings and erections thereon (but excluding two steam and two hand cranes with the rails on which the machines operate) for the sum of $180,000, subject to the approval of the Legislative Council and the Secretary of State for the Colonies. Council is invited to approve of the purchase and of the provision of the necessary funds by an allocation from the loan raised under the Public Loan Ordinance, 1945.

GORDON LETHEM,
Governor.

6th April, 1946.

HYDROGRAPHIC SURVEYOR AND ASSISTANT.

The ATTORNEY-GENERAL communicated the following Message:—

MESSAGE No. 20.

Honourable Members of the Legislative Council,

In 1934, one of the three posts of First Class Pilots, Transport and Harbours Department, was re-designated "Hydrographical Surveyor and Pilot." As the post of "Pilot" was already shown as pensionable in the Schedule to the Transport and Harbours Ordinance, 1932 (No. 25 of 1932), it was not necessary to add the new post to the Schedule.

2. As, however, the function of this post is in fact to perform hydrographic surveys and the holder of the post is not employed as a Pilot, the Board of Commissioners of the Transport and Harbours has now recommended that the post should be re-designated "Hydrographic Surveyor" and that the new title should be added to the Schedule to the Transport and Harbours Ordinance, 1932, in order that the officer holding the appointment may have pensionable status.

3. The Board also recommends that the office of "Harbour Surveyor", which is shown in the Schedule to the Ordinance as a pensionable office, should be re-designated "Assistant Hydrographic Surveyor," and that the Schedule should be amended accordingly.

4. The Board's recommendations, which do not involve any alteration in the emoluments of either of the posts concerned, have been approved in Executive Council, and in pursuance of section 4 of the Transport and Harbours Ordinance, 1932, the Council is invited to approve their adoption.

GORDON LETHEM,
Governor.

15th April, 1946.

PAPERS LAID.

The following documents were laid on the table by the COLONIAL SECRETARY:—

Administrative Report of the Director of Agriculture for 1944.

Annual Report of the Director of Medical Services for the year 1944.

Report of the Director of Education for the year 1944.

Report of the Department of Labour for the year 1944. (The Colonial Secretary).

Report of the Select Committee on the Letting of Houses (Implied Terms) Bill, 1946. (The Attorney-General).

GOVERNMENT NOTICES.

INTRODUCTION OF BILLS.

The ATTORNEY-GENERAL gave notice of the introduction and first reading of the following Bills:—

(a) A Bill intituled "An Ordinance to amend the Customs Duties Ordinance, 1935."

(b) A Bill intituled "An Ordinance to amend the Tax Ordinance with respect to the annual duty payable by a person or company or the agent of a person or company carrying on Accident Insurance business."

(c) A Bill intituled "An Ordinance to amend the Transport and Harbours Ordinance, 1931, by abolishing the Board of Commissioners constituted thereunder and vesting in the General Manager all the powers now exercised by the Board."

The COLONIAL TREASURER gave notice of the introduction and first reading of the following Bills:—

(a) A Bill intituled "An Ordinance to apply the provisions of the Income Tax (Amendment) Ordinance, 1944, to assessments to the tax in respect of the year of assessment nineteen hundred and forty-six, and to amend the Income Tax Ordinance, Chapter 38, to provide for the making of Regulations by the Governor in Council with respect to deductions for exhaustion, wear and tear of property."

(b) A Bill intituled "An Ordinance to amend the Excess Profits Tax Ordinance, 1941, with respect to the standard profits of a trade or business and other matters relating to Excess Profits Tax."

PRINTING CONTRACT.

The COLONIAL TREASURER gave notice of the following motions:—

(a) That, with reference to Governor's Message, No. 18, dated the 25th of March, 1946, this Council approves of the Printing Contract entered into with the Argosy Company, Ltd., on the terms and conditions set out in the Message.

PURCHASE OF BOOKERS COOPERAGE PREMISES

(b) That, with reference to Governor's Message, No. 19, dated the 6th of April, 1946, this Council approves of the acquisition of the premises at Lots 1 and 2 Cummingsburg, Georgetown, known as "Bookers Cooperage" for the sum of $180,000.

The ATTORNEY-GENERAL gave notice of the following motion:—

HYDROGRAPHIC SURVEYOR AND ASSISTANT.

That, with reference to Governor's Message No. 20 dated the 15th of April, 1946, this Council approves of (a) the office of Hydrographic Surveyor, Transport and Harbours Department, being added to the list of pensionable offices shown in the Schedule to the Transport and Harbours Ordinance, No. 25 of 1932, and (b) the office of Harbour Surveyor shown in the Schedule being re-designated Assistant Hydrographic Surveyor, and of the Schedule being amended accordingly.

LEGISLATORS' TRAVELLING ALLOWANCES.

Mr. CRITCHLOW gave notice of the following motion:—

BE IT RESOLVED that this Council is of the opinion that the reasonable travelling and subsistence expenses of Members of the Council resident outside of Georgetown incurred by them in attending meetings of the Council, any Committee appointed by the Council or the Government, or any Statutory Board or other Body should be met from public funds;

AND BE IT FURTHER RESOLVED that this Council recommends to Government that the necessary funds for this purpose be provided on the Estimates.

ORDER OF THE DAY.

DEMERARA RIVER NAVIGATION MARKERS BILL, 1946.

A Bill intituled "An Ordinance to provide for the preservation and maintenance of the navigation markers for the Demerara River and for purposes connected with the matters aforesaid."

The ATTORNEY-GENERAL: It will be seen from the Objects and Reasons which accompany this Bill that the object is to provide for the preservation and maintenance of the navigation markers, as set out in the Schedule, which were erected on various parcels of land along the banks of the Demerara River under Regulation 45 of the Defence Regulations, 1939. Regulation 45 was revoked by the Defence (*Revocation*) Regulations, 1945, (No. 20) which were published in the *Gazette* of the 9th May, 1945.

It will be appreciated by hon. Members that it is desirable that these makers should remain, because they have been of considerable value in the navigation of the river, and as will be seen from the Bill, the idea is that as from the 9th May, 1945, there shall be vested in the Colony the navigation markers which are set out in the Schedule, and the right to occupy the sites of the markers and to maintain them in working order. Obviously it will be necessary to have right of way over each and every of the lands of which the sites form part, as described in the second column of the Schedule. As will be seen from clause 4 the right of way under clause 3 shall be a way of necessity, and shall be exercised by the agents and servants of the Government and by any person authorised in writing by the Commissioner of Lands and Mines for the purpose of going to and from the markers. The position is that Messrs. Sprostons, Ltd., will have the obligation of servicing the lights associated with the markers. They will be authorised under clause 5 to exercise the right of way under clause 3.

It will be appreciated that compensation will have to be paid by Government in regard to the vesting of these rights of way referred to in clause 3, and it is provided in clause 6 (2) that the amount of compensation paid by

Government shall be refunded by Messrs. Sprostons, Ltd. It is not proposed that Messrs. Sprostons should be required to refund the amount paid as compensation in view of the fact that the markers have become the property of the Colony for the purpose of lighting the river. I understand that the sum involved in connection with the erection of the structures is somewhere in the vicinity of $100,000 to $120,000. With those remarks I move that the Bill be read the second time.

Mr. AUSTIN seconded.

Mr. ROTH: Is there any provision by which the lights on the markers will be kept burning? It has been stated that the recent stranding of a steamer in the Demerara River was due to the fact that certain of these markers were not lighted at the time. It seems to me that if Government is going to take over these markers there should be some statutory provision that they be kept in order.

The ATTORNEY-GENERAL: If the hon. Member refers to clause 5 he will see that it shall be the duty of Messrs. Sprostons, Ltd., to service the lights and by their agents they will have power to exercise right of way so far as maintaining the markers themselves as distinct from servicing the lights.

Question put, and agreed to.

Bill read the second time.

COUNCIL IN COMMITTEE.

The Council resolved itself into Committee to consider the Bill clause by clause.

Clause 6.—*Compensation.*

The ATTORNEY-GENERAL: In view of the remarks I have made in connection with this clause—that there will be no refund required of Sprostons of the amount of compensation to be paid by Government in view of the heavy initial cost of the structures which are being taken over by Government, I beg to move the deletion of subclause (2) of this clause.

Clause 6, as amended, agreed to.

Schedule—

The ATTORNEY-GENERAL: This Schedule was prepared from the Schedule under the Defence Regulations to which reference has been made. There is an omission of one marker—No. 6 situated on the south bank of the Demerara River. The way to that marker is by the river, the land entry not being involved at all. It is necessary to include it in the Schedule because of the fact that if there is any interference with that marker or for the purpose of servicing the light Messrs. Sprostons will have the responsibility. Consequently I move that between markers 7 and 6R the following be inserted:

"6. On a soil bank in the Demerara River about 400 feet from a point approximately 1,000 feet above marker No. 6R at Plantation Hermitage."

Schedule as amended agreed to.

The Council resumed.

The ATTORNEY-GENERAL: I move that the Bill be read a third time and passed.

Mr. AUSTIN seconded.

Question put, and agreed to.

Bill read a third time and passed.

LETTING OF HOUSES (IMPLIED TERMS) BILL.

The Council resumed the debate on the following Bill—

A Bill intituled "An Ordinance to provide that houses let for human habitation shall be and shall continue to be in repair and in all respects reasonably fit for the purposes of letting."

The ATTORNEY-GENERAL: When this Bill was last before the Council several hon. Members expressed their views with regard to the desirability of having some provision such as this on the Statute Book. In introducing the second reading of the Bill I referred to the fact that this Bill sought to restore a position which had obtained for several years in this Colony and for some reason was omitted from the laws of the Colony. It may have been an oversight, as I understand it was the intention that this provision should be put in another Bill, either the Public Health or the Local Government or a comprehensive Landlord and Tenant Bill. Owing to certain circumstances there has been a considerable amount of discussion and agitation with regard to having a Bill with a provision of this nature brought forward immediately. Consequently the hon. Nominated Member, Mr. Critchlow, on many occasions emphasized the necessity of Government taking steps to introduce a provision of this nature.

After the debate had taken place in this Council a Select Committee was appointed and that Select Committee, as will be seen from its report, sat on three occasions and discussed the various aspects of the matter, particularly having regard to the representations made on behalf of the landlords in a petition submitted to Government by 120 landlords and also on behalf of the ratepayers by the Werk-en-Rust Ratepayers and Tenants' Association. The upshot of the discussion was that the Select Committee decided not to make any change in so far as the suggestions go.

Three reasons have been set out in the Committee's report, and the main one is with regard to the question of Notice of Defects by a tenant to a landlord. As I emphasized when the Bill was first before the Council, notice is provided for by the Common Law and I cited the case of *Morgan v. the Liverpool Corporation.* Consequently it will be appreciated not only by the legal Members of this Council but by other Members as well that we already have a provision in the law by way of the Common Law, and outside the Common Law it is inadvisable to disagree with that. I would suggest to hon. Members that so far as that is concerned we leave it well alone. Following from that point, if notice is a prerequisite then the whole position resolves itself into this: When once a landlord receives Notice of Defects in respect of his building, the onus rests with him. If hon. Members keep that one point before their minds' eyes, they would realize that first of all there is a contractional liability, that a contract exists between the landlord and the tenant.

The next point is whether without the notice an action is maintainable. I cannot but emphasize the fact that under the law, as laid down in the well known case of *Morgan v. the Liverpool Corporation,* notice is necessary as a prerequisite to maintaining an action. The landlord must be apprised of the fact of the defect, whether it is in the window or the roof, and should he take no action to remedy that defect then the onus of responsibility is against him. So, I think, hon. Members will agree with me, having regard to the fact that the Common Law already takes cognizance of the question of notice, that it is unnecessary and undesirable to make any decision in the Bill because there are decisions which flow from that. That decision was followed here in the local case of *Jeffrey v. Mendes*

There are other aspects of this question to which reference has been made in the petition. One of those was a suggested proviso to sub-clause (1) of clause 3:

> "That the landlord shall not be liable under this Ordinance for failure by him to remedy defects in any house not wholly caused by wear and tear from the reasonable use of the house as a human habitation."

It is clear that if there are defects of which the landlord is

apprised and some injury arises because of those defects, but the defects themselves were not wholly caused by wear and tear but some small part was caused otherwise than by wear and tear, the tenant would be precluded from maintaining an action. I do not think one's sense of equity would permit our accepting a suggestion such as that. In other words, the defects will have to be without any change at all or any fraction of any other cause creeping in; they will have to be caused wholly by wear and tear.

There was also the question of including a definition for "inmate" and the suggestion was made that "inmate" should be defined as "a person, the tenant himself or any member of his family residing with him in the house or if the landlord permits other persons there residing." I do not think it is desirable to put that in. It may be enlarging what the Common Law considers as an inmate. That was suggested to get away from the decision to which I referred when this matter was last considered. "Family" is a very wide term and includes cousins, sisters, aunts. It may be widened out. So I think from the general point of view the definition of "inmate" should not be troubled but should be left in the same way as the Common Law of England has it in the Housing Act.

There was also a suggestion with regard to the exclusion of the word "property." In other words, liability should only embrace personal injury. One can very well conceive of a rafter becoming rotten and some part of the roof of a house falling in and damaging crockery and wares and other things but no personal injury arising; notice has been given of the defect, but you cannot maintain an action because property is excluded by the suggested term. The same way you can have injury to person you can have injury to property and, therefore, the tenant should have the right to maintain an action.

There was another point that the Bill should set out or make provision for a tenant not recovering in the case of an injury brought about by his own wilful negligence. We have the general law that no man can go and recover having himself committed a negligent act which brings about his own injury.

Then there was the further point of a written notice by registered post of the occurrence which was the cause of the injury with details of damage which arose therefrom. By that suggestion you are endeavouring to take away the right of the individual to maintain an action having been injured. In other words, assuming that one of us is a tenant and you have given all notice possible of something being wrong with the floor of the house. Something happens and you are taken to hospital. You are then asked to give notice when you are genuinely ill. I do not wish to be misunderstood, but certain hon. Members, if I understand them, are thinking in terms of people against whom you can never legislate. Those are the people, we appreciate, who will find some device and get the details. We must assume it is a genuine case of injury occurring through the failure of the landlord to carry out repairs. There has been reference to one case where a lady brought an action because of injury. She claimed she had taken so many cases of milk and so on. The Judge laughed her out of Court. That is not a matter for a Legislative Assembly. What we are concerned about is to put on the Statute Book a law that is fair, a law that says there is equity so far as those who rent houses are concerned and the tenant must receive adequate protection having regard to the rent they are paying and the contract entered into.

I pause to emphasize this fact. A long period has elapsed during which there has been no legal provision requiring the landlord to do any repairs. From the time they took over the place they made no special effort to repair, and subsequently the war came along and even if they wanted to do so there was no material available. There has been a long period during which the landlord just received his rent and despite the urging and demonstration of the tenant did nothing to his place. In addition there can be no doubt that there is an acute shortage of housing accommodation, and as one tenant moves out another is ready to move in. I repeat that factor has operated to keep the condition of houses as we find it today. But is it fair to permit the landlord to receive his rent and not give some sort of consideration to the tenant who is paying him rent? We must see to adequate protection for the tenant. I am not unmindful of the fact that the landlord requires protection, but I say in the circumstances the protection enjoyed by the landlord is the result of favourable conditions to him and that has been continuing for a long time and will continue unless some provision is made.

It is a totally different point of view in the argument that because of the nature of a man's work he gets injured and the employer says "send in the doctor" because he has to pay him compensation. The employer gets his doctor who says whether the man is ill and has received injury. In that case the doctor acts as an umpire between the two. The same point was raised in the petition which was sent in and the Committee has said in its report that it is unnecessary. I suggest to hon. Members that they pass this Bill having regard to the fact that throughout the Colony, in many parts of Georgetown and, I take it, other parts of the Colony there is a growing need for repairs to be done to houses and buildings. Consequently I think we should accept our duty and look the facts fairly and squarely, realizing that the tenant at the moment and for some time has been unable to do anything. If there were houses available and the tenant could not get the house he occupied repaired he could have removed. It is a case of Hobson's Choice. I have already made general observations on the second reading of the Bill, but this is particularly in regard to the report which the Committee has submitted. I hope that the report of the Committee will be accepted by hon. Members and they will proceed to pass the second reading of this Bill and move forward with that assistance in a very difficult situation which requires to be settled as early as possible.

Mr. DIAS: I have listened very carefully to the address delivered by the hon. the Attorney-General on this subject, but there is something I thought he was going to touch upon but which he avoided throughout his speech—not deliberately, however. It certainly was overlooked. It is the unusual conditions advocated for the tenant and not for the landlord. There is one thing I have always objected to. I have the experience and any legal practitioner would tell you about the tricks that are played by some tenants on landlords which have beeen brought out in the Courts. I agree that if damage is done or injury caused to a tenant he should be compensated. What I do not agree with is this verbal notice. Why a verbal notice? Can you compel them to give a written notice? There is something in that. That can be done, but several of us have had cases in the Courts where tenants said they had served notice and the landlords said they did not get any and the Court had to decide the matter. There should be some sort of safeguard for the landlord as well if you provide that notice be served. There are many bad tenants which no one can deny. The hon. the Attorney-Gen-

eral used the words "fair play." That is what I stand for. You must give the people something in writing so that they could know what is wrong. I know the suggestion is made by legal men that notice should be served by registered post, but I do ask for more than what the hon. the Attorney-General is inclined to agree to. I am sorry he was on the Committee advocating his own decisions. It looks like the Committee decided the case not on the facts before it. The Committee says you cannot do this or that. That is a matter for the Magistrate to decide.

I regret I have to make some reference to the point made by the hon. the Attorney-General as a reflection on Government. Here again I call on the practitioners present here to confirm that medical practitioners have been seen to go into Court and sware falsely. I know it. I know that in a case of damages a certain medical man went into the witness-box and swore that certain things went wrong by reason of a fall which the person never sustained. That person was a woman, and it was discovered that she had been operated on in hospital for that long before the accident had happened to her. Yet she had a doctor to sware falsely in her behalf. That is the sort of thing which goes on. But the tenant is looked upon as an angel and it is the landlord who is bad. There is wrong on both sides. If we are doing this thing we should have fair play in our minds and must put in the Bill provisions which would act fairly to both sides. I certainly will not vote for anything which says a bare notice is sufficient to make an action-maintainable. I happen to know that case of *Jeffrey v. Mendes* very well. In that case things were claim—a large number of eggs and gallons of milk which were never taken and which were never obtained. My own conviction in this matter is that the tenant should be compelled to give a written notice.

Mr. C. V. WIGHT: I would just like to call Government's attention, as I did on a previous occasion, to the serious lack and shortage of building materials, especially nails, obtaining in the Colony at the present moment. I indicated on the last occasion, but apparently it was lost sight of, that the Mayor and Town Council of the City of Georgetown years ago advocated the re-enactment of this provision. For years they were after Government to do it. In 1941 when I occupied the Mayoral Chair and again in 1942 the Town Council gave the matter consideration. Government is in possession of several letters from the Mayor and Town Council of Georgetown on that point. They advocated it and put forward the necessary amendments. I do desire to suggest that Your Excellency would not give assent to this Bill for a period to be determined by the supply position, and that position is well known or should be well known throughout Water Street. Evidently you do not know it and it should be known by Government, what a serious position the lack of supplies especially nails in a wooden city would mean in the erection of buildings and the carrying out of repairs and such alterations to buildings as may be necessary. I would suggest that you give consideration to the matter in that light. There can be no doubt the situation has to a certain extent allowed the bad landlord to get away with it and, I think, it can be said that the condition of certain properties today has been accentuated by the situation.

Mr. EDUN: I have read the report submitted by the Chairman of the Select Committee and I have carefully listened to what he had to say in this matter. I certainly do congratulate the Committee on the quick work it has done and its very concise and clear report. When the hue and cry about the re-enactment of this Ordinance was raised by the landlords of Georgetown, I thought there was no merit in their volubility at all. This report proves conclusively that the Bill is justified and ought to be en-acted as soon

as possible, and I do not agree with the last speaker when he says there should be a period put as to when Your Excellency should give assent to the Bill. Since 1934 this wise provision was repealed and it brought on its own destruction in this City. Today it has been found that there is no accommodation for the added population, and if we go on delaying work of this nature I do not know what would happen in Georgetown in the near future. For that reason I think I ought to congratulate Government for re-enacting this Bill.

But what has occurred to me—it certainly escaped me when I made my first comment on this Bill in the Council—is whether or how would it affect a tenant at will, that is an inmate who works for an employer for the benefit of living in a room. Would all these provisions in this Bill be in his favour also? I would be grateful if the hon. the Attorney-General would clarify that point. It would affect a large number of persons on the sugar plantations. On the sugar plantations there has been a persistent lack of repairs to the logies or ranges and some cottages, and for that reason I would like a clarification from the hon. the Attorney-General.

Mr. CRITCHLOW: Sir, in my opinion, though some of the landlords put up the excuse that they cannot get materials to effect repairs, in every civilized community of the world proof must be given that application was made for materials and they could not be obtained, so as to obtain exemption from the law. In this country materials can be found to break down tenement rooms and convert them into large houses or into business places. Materials and nails can be found for that. I agree with the hon. Members who said that tenants should give notice to their landlords of defects, and that is why I am glad that the hon. the Attorney-General was there on the Committee to advise us. Provision has been made in the Ordinance for that. I feel that if notice is given, and after a reasonable time is allowed, the landlord should be fined until he does the repairs. Why should we wait until someone meets with a serious accident to punish him for his neglect? He should be compelled to do the repairs within a reasonable time after he has been given notice of defects in his building. I do hope His Excellency will give his assent to this Bill as early as possible. Many tenants are very anxious that this Bill be passed.

Many people are wet by rain in their houses, the floors of which are broken in many cases. Some landlords have not repaired their houses for many years, and long before the war started the Labour Union has been fighting to get repairs done to the houses. In some instances houses have not been repaired for 30 years—not even a nail driven. I invite Members of the Council to visit some of them during rainy weather and see for themselves. Some landlords will never make application to the Control Board for materials. I agree that if a landlord applies for materials and cannot get them he should be exempted. On May Day the people insisted that I should endeavour to have something done about the repair of their houses. Members of this Council do not go around to see the conditions under which the poor people live. It is a thorough disgrace. These things have been neglected long before the war. In other countries landlords are compelled to return a percentage of the rents to their tenants if they fail to repair their houses. I agree that the Bill should be passed now and let landlords prove that they cannot get materials to repair their houses. It is done all over the world.

Mr. GONSALVES: When I attended the first meeting of the Committee I had the first setback in knowing that I was up against the severe odds of three to one. The hon. Member for Central Demerara (Mr. de Aguiar) was unable to attend the

first meeting, and the Chairman was one of the three I was up against. There were two or three meetings, I think, and right away we were very properly told by the Attorney-General, the Chairman, what the law was on the various points. It will be observed that the report is not signed by all the members of the Committee but by the Chairman, who has the right, I believe, to sign for the Committee. It was what I would describe as a rush report, as it was intended that the Bill should be discussed to-day. There was therefore no opportunity for the members of the Committee to meet and discuss the report. A draft report was sent to me couched in strong language, but after a conversation with the Attorney-General it was toned down somewhat. I would not have signed it as it was originally drafted.

The question of notice was one of the points discussed to some extent by the Committee, and at the meeting which I attended it was agreed that some notice should be given by the tenant. I observe that in paragraph 7 of the Committee's report it is stated:

> 7. It was suggested that the tenant should be required by law to give written notice by registered post of the occurrence which was the cause of the injury with details of damage. The Committee did not agree that it was expedient to require such a notice as a condition of the landlord's liability.

I understood that what was really meant was the point raised by the hon. Mr. Dias, that the notice need not be sent by registered letter. The Attorney-General did say that that was not necessary, and raised the point about some people being illiterate and not being able to give a written notice. I still think that written notice should be given. I have always said so, but perhaps it was at the last meeing of the Committee, which I did not attend, that that decision was arrived at. I did agree that that paragraph might remain in the report. but everyone is entitled to reflect. Even the Attorney-General is entitled to reflect in his chair and change his mind about something he said yesterday. If we agree that there should be notice, but in the Attorney-General's view it should be verbal notice, while others think it should be written, it is a matter for the Council to decide. The original idea was that a landlord should not have any notice, but if we agree that notice should be given it is for this Council to decide whether it should be written or verbal notice. The question of registered post was only raised in order to ensure that the tenant really sent the notice. I understand that counsel who forwarded the petition from the landlords was informed what the decision was, and if my information is correct he tacitly acquiesced as regards the tenant's position. If that is so it is all peace so far as I am concerned.

There is the more serious question as to whether landlords can get sufficient materials for the repair of their houses. I do not know what is the position of Government. I know that Government has advanced a fairly large sum of money for a housing scheme in Georgetown, but from information gathered at meetings of the Town Council it seems to me that Government is powerless to secure materials for the contractors to proceed with the buildings in Wortmanville. This is a scheme sponsored by Government in order to relieve the congestion in Georgetown, but Government has not the influence to secure materials for the contractors to carry on the work. How much more difficult would it not be for the ordinary individual to get materials when he wants them? The answer must come from Government as to the cause of this difficulty in getting materials for the building and repair of houses. If this Bill goes through would it be fair to ask landlords to do substantial repairs or reconstruction of their houses when Government itself cannot get materials to carry through the Wortmanville housing scheme?

There is also the question of the other Bill which Government has been promising for years to bring forward. I suggest that Government should not allow the gentleman who is at present acting as Solicitor-General to leave his appointment before that draft Bill is put into final form.

The ATTORNEY-GENERAL: The officer to whom the hon. Member refers is now engaged in drafting the Bill.

Mr. GONSALVES: I am asking that he should have it completed. There is a difference between having it in hand and completing it.

The ATTORNEY-GENERAL I hope the hon. Member will appreciate that there has been a considerable number of Bills which have had to be dealt with.

Mr. GONSALVES: I appreciate everything the Attorney-Gentral has said. I have always made the statement at the Town Council that it is difficult to get Bills prepared at short notice, because there is a long list of Bills to be dealt with, and there is also the question of priority. I consoled the Town Council by telling them that when the most urgent Bills had been got out of the way those relating to the Town Council would gradually come to the top of the list. That hope I express again today. I hope that if that Bill is in hand it will be taken one step further and completed. I know that if the officer I have referred to goes on leave the Bill would be held up until his return. While there is health, energy and vigour still existing in the Attorney-General's chambers let us get those things through.

Mr. JACOB: Unfortunately I was not present when the Bill was debated on the first occasion, therefore I had not the privilege of listening to the views of the hon. Members who have spoken for and against it, but I have given this matter some thought, and I am of the considered opinion that when this Bill becomes law it will not improve the housing situation. Instead, it will aggravate it. Legislation, regulations and paper expedients will never improve anything. As a matter of fact they do not, and in many cases they aggravate the position. Most landlords will prefer to allow their houses to get into a state of disrepair and then close them.

To say that landlords can get materials for the purpose of converting tenement rooms into cottages is absurd. Members must realize that it pays a landlord to convert rooms into cottages and if people are to be provided with reasonable accommodation they must be able to pay reasonable rents. It is therefore the duty of those people who talk so much about these matters to see that the living conditions of the people are improved; so that they might be in a position to pay reasonable rents. I suggest to those hon. Members who are loud in their criticisms of landlords to go a little further. Some landlords are very bad but some are very good. The trouble is that the people do not receive a living wage to enable them to pay decent rents. Those who think it is profitable business to build a house and rent it at $3 or $4 per month should take a chance at it. It is right that we should look into this matter from both points of view.

It is the duty of Government and the Municipality to find housing accommodation for the working people, but they are shirling their responsibility. I understand that some scheme is under construction, but by the time those houses are completed they will want repair. These things are delayed too long. It is the duty of Government and the Municipality to devise means to secure materials for building and the repair of houses. I have been trying for months to get materials but I cannot get them. I am not a landlord in the sense that I have many houses to let, but I have a few and I find it

exceedingly difficult to get materials. I have written the Forestry Department but I cannot get materials. It is not correct to say that landlords can get materials for the purpose of converting rooms into cottages. There is a shortage of materials and nails. What is Government doing about it? Government controls these things. Surely we can get nails from certain parts of the world, but perhaps Government only wants to get them from certain sources.

The COLONIAL SECRETARY: I would like to inform the hon. Member that we are trying to get nails from other sources, including Brazil.

Mr. JACOB: Perhaps you have started too late. You have to act at the proper time, and that is what Government has failed to do in several cases. In matters of this kind and probably under Crown Colony Government time does not matter, but in business and in the purchase and sale of goods you have to act at the proper time.

I believe the passing of the Bill is going to aggravate the situation. I am not in favour of passing it at the present time. If a new Bill is to come up at a later stage let this Bill remain over until that Bill comes up. I cannot agree with the suggestion of the hon. Member for Western Essequibo (Mr. C. V. Wight) that the Bill should be passed but the Governor's assent should be withheld. Why pass the Bill at all? Why should we hunt with the hounds and run with the hare? We should not sit on the fence. I have an idea that these things are being rushed for certain reasons. I do not know the reasons but I suggest to Government to endeavour to get all the necessary materials, both local and foreign, for the repair of houses, and to do more than that—to try to get the people who are flocking to Georgetown to go back into the country districts. What about the rural housing scheme? What is Government doing about that? I am afraid that this Bill will be a burden on the Statute Books, and I do not think I can support it.

Mr. PEER BACCHUS: I did not intend to take any further part in the debate on this Bill but I observe that Government is determined to put it through. I agree that tenants should be protected, but I also feel that landlords should be protected From the landlord's point of view I am at a loss to know how the two Bills will operate. If a landlord wishes to repair his house and applies for possession in order to do so but is refused possession, whose responsibility it would be if the tenant suffers any damage? If Government takes the responsibility of deciding whether a landlord should or should not be given possession of his house for the purpose of carrying out repairs, then the responsibility will be Government's if the tenant suffers injury as the result of the disrepair of the house.

It is within the knowledge of everyone who has anything to do with building, that it is well nigh impossible to get materials. I have been trying to get a few galvanized sheets for my house for the past 10 months, and although notice has been served on me by the Yellow Fever Service to have the work done, the Controller has been unable to supply the sheets or to give any indication as to when he would be in a position to do so. I know of people in the country districts who are suffering most terribly on account of the disrepair of their houses. Applications for materials have been lying in the Controller's office for over a year but they cannot yet be supplied with materials.

I agree with the hon. Member on my right (Mr. Jacob) that the passing of this Bill will aggravate the situation. That is within the knowledge of Government, because in his opening remarks the hon. the Attorney-General said that

repairs to houses had been neglected for the past 12 years. Admitting that that is so, the fact remains that a large percentage would have had to be vacated in order to be properly repaired, and the tenants would have had nowhere to go. I think Government would be well advised to defer this Bill until supplies of material become normal, when it could be put into effect without any hardship.

The ATTORNEY-GENERAL: There are two arms to the argument put forward. One point deals with the question of notice to the landlord, while the other deals with policy — whether it is desirable to pass this Bill having regard to the situation in connection with building materials. That is the position as I see it. On the one hand hon. Members are in favour of the Bill in principle with a limitation that notice should be given in writing, and on the other hand hon. Members while in favour of the Bill consider that the time is not opportune to have it passed and put on the Statute Book because it will aggravate rather than assist the situation. Both of those points one has to face squarely. So far as the first point is concerned in relation to the Bill itself, the hon. Member for Georgetown South considers that the notice should be in writing but not necessarily to be sent by registered post. It also follows the line of argument addressed to this Council by one hon. Member who is not with us at the moment (Mr. Dias). It is all a question of proof, and the fact is that the hon. Member is taking away the suggestion of registered post and reducing the notice practically to the same position as a verbal notice where the tenant says "I sent a written notice" and the landlord says "I did not receive it." The position remains the same unless you have a registered notice whereby the registration slip showing that you have registered a letter containing the notice can be produced and be taken as notice having been given.

What I suggest to hon. Members is this: In the case of *Jeffrey v. Mendes* the Judge did not regard the evidence given by the plaintiff that notice had been served. Any Judicial Officer, or Magistrate, or Judge by his years of training will be able to appreciate whether notice had been given or not. It is not because a witness says it is so that makes it so. This does not preclude the tenant for his own protection from sending a notice in writing and registering it. The tenant who is suffering, I suggest to hon. Members, from conditions such as we are envisaging at the moment will take the precaution to send his notice in writing, but we should not preclude the tenant who may not be able to read and write from asking a Rural Constable to go with him to the landlord to witness that he is informing the landlord that the floor is broken. In precluding a tenant from doing that, I suggest, is whittling down the right of that individual. Ultimately the emphasis is that it is purely a question of proof for the Court one way or the other. This is my answer to the hon. Member, and I am sure hon. Members of this Council would appreciate the point of view that we are not precluding the tenant from sending a written notice and registering that written notice, but we are saying that the law provides for a notice.

So far as the other aspect of the matter is concerned, that is purely a question of policy and availability of materials, whether in the circumstances the over-riding consideration shall be the availability or otherwise of materials. Is it not a fact that by doing something we are manifesting our intention and saying that is all we can do from this point of view? That is to say, we are not allowing the landlord who has no care for his building, who has no care for the tenant who is paying rent for the building, to sit by with folded arms and do nothing in relation to the tenant from whom he is getting an income on the building, otherwise it means that a large num-

ber, who make an effort not to make big structural alterations but just to keep their buildings watertight, will just fold their arms and adopt an attitude of *laissez-faire,* and then nothing at all will be done. We absolve ourselves of our responsibility to the community and to the tenants themselves by saying "We must make an effort by doing something and, if necessary, with our collective views we will push further action." But do not let us sit down and say "We will take the line of least resistance", forgetting that we have to take our courage in our hands at some time or other. The landlords who have not done their duty for all these years expect to derive an income and benefit from the people who, as the hon. Member says, find it difficult to pay their rent. The landlord is deriving that benefit and the tenant is not getting his *quid pro quo.* I suggest to the hon. Member to view it from the point of view of individual and collective responsibility.

The next point is, following on the arguments of the hon. Members for North-Western District and Western Berbice, "Necessity drives the wolf out of the woods." It means that in their making an effort, in their saying that something is being done or in their attempting to do something in the interest of the tenants and ultimately of their own houses, then something further will have to be done. I suggest to hon. Members that it is not a question of having a pitched battle between the landlord on the one side and the tenant on the other side. What we are suggesting is a policy of fair play, fair dealing and equity. The tenant is paying for something; he has to find that money to pay otherwise he will have to get out. Then let him have the consideration in regard to what he is paying for. I again appeal to hon. Members to pass the second reading of the Bill and let us proceed.

There is only one other point, and that is the hon. the Fifth Nominated Member, Mr. Edun, referred to the question of a tenant living on a premises as part of his remuneration. He is not a tenant at will because he is being paid in kind. It is not a question of 5/- a day plus living on the premises. He is brought there specifically by the landlord for the landlord's convenience. That answers the hon. Member's point. There is an agreement between them that he should live on the premises as part and parcel of his remuneration.

The PRESIDENT: We now come to the question, that the Bill be read a second time.

Question put, and the Council divided and voted:

For: Messrs. Thompson, Roth, Edun, Jackson, Gonsalves, Austin, Dr. Singh, Critchlow, de Aguiar, C. V. Wight, the Colonial Treasurer, the Attorney-General, the Colonial Secretary —13.

Against: Messrs. Jacob and Peer Bacchus—2.

Motion passed.

Bill read a second time.

COUNCIL IN COMMITTEE.

The Council resolved itself into Committee to consider the Bill clause by clause.

Clause 3—*Conditions to be implied in the letting of houses.*

Mr. JACOB: It is clear from the proviso of sub-clause (1) that the poor tenant who has not a lease will get absolutely no protection from this Bill, and that is one of my reasons for stating that this Bill is going to be a burden on the Statute Book and will be of no value to the poor tenant whom certain Members of this Council are attempting to protect. The hon. the Attorney-General

in his very able speech in reply to the speeches made, used the same words — Government is attempting to do something. I am going to ask Government to stop this attempting and do something tangible, and get down to the job of having houses for these unfortunate tenants. I am afraid the hon. the Attorney-General misunderstood my remark that this Bill is going to be a burden if passed. The principle is definitely wrong. The principle of making this Bill law and burdening the Statute Book is definitely wrong at this time When imported materials are available and land is available there will be no difficulty in tenants obtaining houses. If Government finds that the ordinary workingman cannot afford to pay the rent the landlord is asking for a decent house, then it is for Government and the Municipality to build houses and give those people as is being done in Trinidad and other West Indian Islands. While this Government is attempting to do something in effect clause 3 is going to do absolutely nothing for the unfortunate tenant except he is able to get a lease for three years.

Mr. C. V. WIGHT: I cannot agree with the hon. Member when he says this Bill, which is a re-enactment of a section of the Local Government Ordinance, is not a necessity to be placed back on the Statute Book. It is absolutely necessary.

Mr. JACOB: May I rise to a point of correction? I am referring particularly to clause 3.

Mr. C. V. WIGHT : If the hon. Member would only turn to the Objects and Reasons of the Bill he would see exactly what is before him. Members who do not understand will always accuse others of not understanding. The hon. Member will see it is a re-enactment of a section and is absolutely necessary. It was in the old Local Government Ordinance. It was an unfortunate omission, one which should never have been made. No one can deny that fact. When it comes to the question of policy or otherwise Government should proceed to give us an undertaking that landlords will be provided with materials and nails as soon as the Bill becomes operative, and I am sure Government would be inundated with applications. Hon. Members would be surprised to know the number of applications made to the Commodity Control for supplies. In my position as Mayor of Georgetown I know what is going on.

In regard to the Bill it cannot be said that Government has not made any attempt to house the people. An attempt is being made now to house forty-eight families estimated at 200 persons at a cost of $100,000. If the hon. Member is so solicitous about the poor people let him put up a couple of houses. It will then be said that he has done something for the people whose cause he is championing. What one can say is that the question of supply does come into force. The Georgetown Town Council has a draft Ordinance which has been already sent to Government asking for exemption for the landlord from additional taxation during these five years for effecting repairs etc., so that the landlord will not be so much penalised. He would get exemption if that Bill is expedited as in the case of the present one. As soon as that Bill is passed the landlord will obtain exemption from all rates and taxes in relation to the repairs he effects. The landlord, therefore cannot complain. The only thing is that we should try and endeavour to assist him. We cannot serve notice on him to repair his building: we cannot leave him there with an action for damages in front of him when he has not the wherewithal to effect the necessary repairs. The landlord will not be exempted from an action for damages and from payment of damages. If he can go to a Court of Law and say "I applied to the Commodity Control for materials and they turned me down," and it is not in the

Bill and is not part of the Common Law, the Judge will not have anything to do with it. So the hon. Member suggests that we should say something in the Bill in relation to that.

It is quite a reasonable suggestion, but the learned the hon. Attorney-General has not touched on that aspect of it at all. Quite like an astute lawyer in a debate he will not touch on it but slides it over hoping that we will all forget. It is not a case as to whether this Bill or the section should be re-enacted. It should be re-enacted. It is necessary and should be inserted in the laws of the Colony. I cannot agree with the hon. Member for North-Western District who is so pessimistic about everything. I do not know if he is so pessimistic about his own business. I do not think his business is a successful one, as I have heard to the contrary. Would the hon. Member show us how to do something? Would the hon. Member show to Government the buildings he has built? It is all right to make destructive criticism, but nothing he has put forward with some constructive idea. Government has made an attempt to relieve the housing situation. The hon. Member knows what the position is. He knows that under the Colonial Development Act money is to be forthcoming, yet he suggests that he knows nothing of the rural housing project, and, I speak subject to his correction, he is a member of the Rural Housing Committee and should know what goes on there. He fully knows what is going on, but he comes here and criticizes for the purpose only of doing so.

Mr. JACOB: Again I must rise to a point of correction! The hon. Member does not know what he is talking about when he refers to the Rural Housing Committee.

Mr. C. V. WIGHT: That does not get away from the fact that the hon. Member is a member of that Committee and yet he comes here and says he knows nothing about what is going on. He is quite pleased and very happy to have every member of the Committee sitting there and doing nothing. That is the position. I think I have answered very well the hon. Member's criticism.

The ATTORNEY-GENERAL: The hon. Member for North-Western District is somewhat under a misapprehension. If the hon. Member looks at the clause to which he refers he would realize that the proviso provides that the condition and undertaking imposed by the clause "shall not be implied where a house is let for a term of not less than three years upon the terms that it be put by the lessee into a condition reasonably fit for human habitation, and the lease is not determinable at the option of either party before the expiration of three years." If you take out the word "not" you would see the other side of the picture. It applies to over three years. I do feel the hon. Member, I am sure, must have appreciated the fact that it is not a question of the Government attempting to do something. The Government is absolutely doing something. The Government has put forward a Bill. The hon. Member is speculating. He is saying definitely that this Bill has little chance of achieving the desired object—that is a matter of opinion—but Government is doing something by putting forward this Bill and seeking by means of legislation that there should be some security so far as the tenants are concerned. That is doing something. According to the hon. Member Government must postpone the doing of this something until some other time, until later on when, perhaps, conditions may be better. I suggest to the hon. Member we ought to stick to it and go forward and try to get things done and get these landlords—the good ones make every effort— to do the right thing. The others would be glad if we postpone it.

Mr. de AGUIAR: I purposely refrained from joining in the debate this afternoon because I had spoken previously on it, but in view of the remarks made

by several Members who have spoken on the question of materials it seems they have allowed themselves to be led into the belief that this Bill is dealing with something other than what is intended. This Bill, as I understand it, does not make any provision in regard to the building of new houses. It merely provides the right of a tenant to recover damages for injury received as the result of some defect in the house in which he lives. I ask hon. Members, if in their opinion the treader of a step is bad and is not repaired by the landlord, is it because the landlord is unable to obtain a treader to repair that step? I ask hon. Members also where a board in the floor is bad, is it because the landlord is unable to obtain a board to effect the necessary repair and so escape an action for damages? I refuse to believe that in those circumstances the landlord is unable to obtain materials to remedy defects which may involve some injury to the occupants of the house.

Let us be very fair and frank. It is not a question of building a house. I agree that if you want to build a house that the larger the house the more difficulty you would undoubtedly experience in obtaining the required amount of materials. That is not the case at all. It is a matter of effecting repairs, and I go further and say that if a house is so bad as to require to be rebuilt that landlord is to be blamed. He had no right to allow that to happen. That is the fault in this country, and that is where the rapacious landlord comes in. To allow a house to remain in a bad condition over a period of years as to reach the stage where it is almost beyond repair, such a landlord I have no sympathy for. So I am in favour of this Bill. That is the question that is involved, minor repairs to defects which may cause injury to a tenant.

I raised the question of notice. I think the tenant should give notice to the landlord of any defect, but I understand the legal Officers have stated that in such a case the question of notice is one of proof. The hon. the Attorney-General has satisfied me that the difficulties I have in mind do not arise. The legal Members of this Council feel that in those circumstances provision should be made for notice and I am prepared to go along with them, but I am not prepared to join in any controversy so far as that goes. Do not let us split hairs by saying that materials are not there to effect repairs to defects which may cause injury. That is why I have got on my feet.

Mr. JACOB: I cannot allow the hon. Member who has just spoken to run away with the idea that he has not been splitting hairs. The hon. Member has forgotten that the war has lasted six years and during all that period it was very difficult to get materials to repair buildings. When it comes to a few pieces of board or tin that may be all right, but when it comes to substantial repairs to buildings which are actually falling down it is another matter. The hon. Member in going around Georgetown must have seen the number of dilapidated buildings. I know one such building fell down in Queen and Holmes Streets, and there are more dilapidated buildings in that area which may probably fall down.

Mr. deAGUIAR: I happen to know the building and the landlord in question, and I happen to know the reason why it fell down. That building had not one nail put in it for the last 30 or 40 years.

Mr. JACOB: I cannot believe my hon. friend is not further attempting to split hairs this afternoon.

The fact remains that it is impossible to carry out substantial repairs at the present time. You may be able to get small bits of material to do necessary work. I repeat, that this Bill will not help the situation one bit; it will aggravate it.

Mr. GONSALVES: I think the hon. Member will appreciate that this Attorney-General or any Attorney-General is unable to draft a Bill to define "minor repairs." The word "repairs" governs both major and minor repairs. In the case of houses which are tumbling down it would be known which houses are tumbling down. I agree that a landlord should not be encouraged to have his house in such a condition.

Mr. EDUN: With regard to the point I raised about tenants at will, I observe that they are included in clause 3 of the Bill, but I would prefer to have a more definite reply to my question from the Attorney-General, even a non-committal one. Knowing conditions on the sugar plantations as I do I do not want to put difficulties in the way of the proprietors, but in some cases I think there are deliberate attempts to allow the houses to get into a state of disrepair. For that reason I want a clarification of the position of tenants at will in the interest of both sides.

It was very amusing this afternoon to hear the hon. Member for North-Western District (Mr. Jacob), in the role of a landlord, and the hon. Member for Central Demerara (Mr. deAguiar), speaking on behalf of the tenant. I am grateful for the views and sentiments expressed by the hon. Member for Central Demerara, and I hope when the time comes for a motion to be moved in this Council in the interest of the masses—something equivalent to this Bill to benefit them—he will express the same sentiments. It is coming very soon, and I will then test his sincerity with respect to the masses. I do wish the Attorney-General would make a very definite pronouncement on the question of a tenant at will.

The ATTORNEY-GENERAL: The answer to the hon. Member's question was supplied by himself when he referred to clause 3. Sub-clause (1) of that clause reads:

> (1) In any contract for letting any house for human habitation there shall, notwithstanding any stipulation to the contrary, be implied a condition that the house is at the commencement of the tenancy, and an undertaking that the house will be kept by the landlord during the tenancy, in repair and in all respects reasonably fit for human habitation;

I suggest to the hon. Member that remuneration does not always mean cash over the counter.

Mr. EDUN: Thanks for the explanation.

Mr. C. V. WIGHT: The hon. Member for Central Demerara (Mr. de Aguiar) is, as we know, the Managing Director of a firm of hardware merchants which, I suppose, deals in nails. I take it that if anyone wants a pound of nails his firm will supply those nails. To do minor repairs one needs nails. The hon. Member astutely avoids that question, but I would suggest that landlords will go to his firm for nails and see whether they are in the Colony. It is not always that the hon. Member for North-Western District and I see eye to eye. I remember that there was a Defence Regulation restricting the purchase of imported lumber to a limit of $120, and I think it was extended to $300. There was therefore an embargo against repairs at the very beginning of the war.

The hon. Member for Western Berbice (Mr. Peer Bacchus) is quite right that notice cannot be served on landlords to have certain repairs done, because the Commodity Control Board cannot supply materials. I do not think the Commodity Control officers are co-ordinating their efforts with the action being taken by the central Government, and I do hope that when notices are served on landlords and are produced the Control Authorities will

take more care to see that they are complied with instead of issuing directions which are well known to hon. Members. I know that materials are obtainable. I go around the City and it staggers me to see how much building is going on, and the kind of building that is going on, and where the materials have come from, including nails supplied by some of the larger firms.

Mr. EDUN: In this Bill there is no mention of materials. We are dealing with landlords and tenants, and the question of materials is not under consideration at all.

The CHAIRMAN: Yes, we are dealing with clause 3.

Mr. PEER BACCHUS: The question of materials comes in under clause 3. The hon. Member for Central Demerara mentioned about treaders on a step. I placed an order with two sawmills for two treaders about five months ago, but they have not yet been delivered, and they cannot say when they will be able to make delivery. I had occasion to intercede for some nails for a man who is building a house, but I was told that no nails were available and no orders had been accepted abroad as regards future supplies. This man and his children will have to do without a home and continue to beg for lodging. I have known of instances in the country where nails could not be found even for coffins; nails had to be taken from walls for the purpose. Yet we are told that nails can be got for minor repairs.

The CHAIRMAN: I do not see the word "nails" mentioned in clause 3. Isn't it about time we deal with the clause?

Mr. PEER BACCHUS: But I see the clause refers to repairs, and repairs require nails.

Mr. deAGUIAR: For the information of those Members who seem to know so much about the subject I would like to point out that if there is a defective treader on a step, and nails are not obtainable, a new treader can be put in even without nails and be made quite safe. The same thing applies to defective boards in a floor. It may be rubbish to a landlord who is not anxious to do something, but to the landlord who wants to do something a defective treader could be made reasonably safe, and he would avoid having to pay damages to his tenant. That is the story about nails. We know there is a shortage of nails, and the postion is very serious. There is no doubt about it. We are not dealing with the building of a house but with the carrying out of necessary repairs so as to avoid injury to tenants.

Mr. THOMPSON: Lest my silence throughout the debate is regarded as an indication of my agreement with this Bill, I desire to emphasize what the hon. Member for Central Demerara has said. We have before us the question of safety. The unsatisfactory condition of houses has not been brought about overnight; it has come about gradually. If landlords had taken the precaution to stop the rot their houses would not have got into such a condition. I live in the country and my policy had always been to stop a rot as soon as I discover it.

As regards the question of the scarcity of materials, I know that materials have been brought all the way from Crabwood creek in Berbice, yet landlords complain that they cannot get materials. Where there is a will there is a way, and if at the outset an effort was made by landlords to remedy those defects we would not have had this outcry today. Tenants should be protected, and during the time when materials cannot be obtained to do necessary repairs the granting of possession to landlords should be held up. Where a reputable tenant is paying his rent he should be protected,

because there are cases in which landlords do everything possible to get rid of their tenants. During the previous debate I suggested that landlords and tenants should get together, but I find that they have come back with the same story. We should not split hairs this afternoon.

The CHAIRMAN: I have allowed a lot of latitude in the debate on this clause and I think I should now proceed to put it.

Clause 3 agreed to.

Council resumed.

The ATTORNEY-GENERAL: move that the Bill be now read a third time and passed.

Mr. CRITCHLOW seconded.

Question put, and agreed to.

Bill read a third time and passed.

The PRESIDENT: That brings us to the end of the actual items on the Order Paper for today. Would Members prefer to adjourn now, or is there any business we might put through now? With the consent of Members I will allow the Attorney-General to move his motion.

HYDROGRAPHIC SURVEYOR AND ASSISTANT.

The ATTORNEY-GENERAL: Sir, I beg to move:—

> That, with reference to Governor's Message No. 20 dated the 15th of April, 1946, this Council approves of (a) the office of Hydrographic Surveyor, Transport and Harbours Ordinance, No. 25 of 1932, and (b) the office of Harbour Surveyor shown in the Schedule being re-designated Assistant Hydrographic Surveyor, and of the Schedule being amended accordingly.

Hon. Members will have read the Governor's Message No. 20 presented this morning, which deals with the change of title with respect to the posts of Hydrographical Surveyor and Pilot, and Harbour Surveyor which are to be re-designated Hydrographic Surveyor, and Assistant Hydrographic Surveyor respectively. The idea is that the Schedule to the Transport and Harbours Ordinance should be amended to give effect to the suggestions contained in paragraph 4 of the Message, the effect of which is to make the two posts pensionable.

The COLONIAL SECRETARY: seconded.

Motion put, and agreed to.

The PRESIDENT: I think that perhaps the rest of the business might better be taken at a future session. I therefore adjourn the Council until 2 o'clock tomorrow.