

LEGISLATIVE COUNCIL.*Friday, 30th August, 1940.*

The Council met at 10.30 a.m. pursuant to adjournment, His Excellency the Governor, SIR WILFRID JACKSON, K.C.M.G., President, in the Chair.

PRESENT.

The Hon. the Colonial Secretary
Mr. G. D. Owen, C.M.G.

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

The Hon. E. F. McDavid, M.B.E.,
Colonial Treasurer.

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

The Hon. W. A. D'Andrade, Comptroller of Customs.

The Hon. N. M. MacLennan, Director of
Medical Services.

The Hon. M. B. Laing, O.B.E., Commissioner of Labour and Local Government.

The Hon. G. O. Case, Director of Public Works and Sea Defences.

The Hon. L. G. Crease, Director of Education.

The Hon. B. R. Wood, Conservator of Forests.

The Hon. L. D. Cleare, Director of Agriculture (Acting).

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

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

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

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. J. W. Jackson (Nominated Unofficial Member).

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

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

The Hon. T. Lee (Essequibo River).

MINUTES.

The minutes of the meeting of the Council held on the 29th of August, 1940, as printed and circulated, were confirmed.

ADJOURNMENT AT MID-DAY.

THE PRESIDENT: Before the Order of the Day is proceeded with I wish to ask the Council to adjourn after lunch today. It is impossible for me to attend this afternoon, and as the Council will have to sit next week in any case I suggest that we adjourn at mid day.

ORDER OF THE DAY.**MOTOR VEHICLES AND ROAD TRAFFIC BILL.**

The Council resolved itself into Committee and resumed consideration of the following Bill:—

A Bill intituled an Ordinance to make provision for the licensing, regulation and use of motor vehicles, the regulation of traffic on roads and otherwise with respect to roads and vehicles thereon.

THE ATTORNEY GENERAL: (Mr. E. O. Pretheroe, M.C.): Yesterday the hon. Member for Central Demerara (Mr. DeAguiar) raised the question of clause 16 of this Bill and pointed out certain provisions which apply to licence fees of \$6 and over. I had not a copy of that section of the law before me at the time, but since then I have read it and I find that the provisions of section 57 of the Tax Ordinance are fully in agreement with many of the provisions in this Bill. That section says that where the amount of the licence duty is or exceeds \$6 the duty may be paid in two moieties, the first before the last day of February and the second on or before the last day of July. Clause 17 of this Bill provides that the holder of a licence for a motor vehicle is entitled to a rebate

of three-quarters of the fee if he surrenders his licence before the 31st of March, and of half of the fee if the surrender is made before the 30th of June. The provisions of section 57 of the Tax Ordinance are however in conflict with clause 16 of this Bill, but the provisions of this clause confer generous rights on the motoring public which have not been enjoyed before. For instance, if the holder of a motor licence leaves the Colony for some time he will be able to get a refund of his licence fee, and of course it is a great assistance to people to be able to pay licence for one quarter. I think the benefits conferred by this Bill outweigh any disadvantage which will be suffered as the result of the repeal of the provisions of section 57 of the Tax Ordinance. I realize that if this Bill is enacted before the 30th of December section 57 of the Tax Ordinance will require amendment.

Mr. DE AGUIAR: I quite appreciate that the benefits will now be greater than those now enjoyed by persons who are able to pay their annual licences in two instalments, and I can see some difficulty if I pressed my point, much as I would like to assist those individuals I have in mind. I refer particularly to those persons who have to pay very heavy licences, such as the owners of motor lorries who are called upon to pay a licence of \$500. Those persons will find it very hard, but at the same time they will have the advantage that if during the year their lorry is destroyed or out of use they will be able to obtain a refund of the licence fee, a benefit which they do not now enjoy. I admit that that is a very generous concession, but it will be a benefit only to a few persons. On the whole I think it is best to drop my point, for the present at any rate, and if later on any distinct disadvantage is suffered I hope Government would be sympathetic, especially if I can make out a stronger case than I am able to do at present.

THE CHAIRMAN: There is another point. The hon. Member referred to the necessity for an increase of the staff of the Police Department. If the system of paying in two moieties was continued it would require a greater staff because everybody would want to take advantage of it.

Clause 17.—Rebate of licence fee paid.

THE ATTORNEY-GENERAL: This is the clause I referred to when I moved the second reading of the Bill, which by an oversight does not include provision for a refund of three-quarters of the annual licence. If hon. Members require that provision to be inserted I would move an amendment.

Mr. DE AGUIAR: I move that sub-clause (1) be amended by (a) the insertion of the words "April or the first day of" before the word "July" in the third line thereof, and b) by the substitution of the words "seventy-five or fifty per centum thereof respectively" for the words "fifty per centum thereof" in the last line thereof.

THE CHAIRMAN: The effect of that amendment is to allow of a refund of three-quarters of the licence fee.

Mr. C. V. WIGHT: I do not know if the hon. Member has considered the elimination of the words "subject to the payment of a fee of one dollar." Why should a person have to pay \$1 in order to obtain a refund?

THE ATTORNEY-GENERAL: It is a conditional right, and he has to make a small payment to help to meet the expenses of working the system.

THE CHAIRMAN: That is quite common.

Clause as amended put, and agreed to.

Clause 19.—Alteration of motor vehicle occasioning higher licence duty.

Mr. PEER BACCHUS: Is it intended by this clause that motor cars used by biscuit factories and by small milk vendors should pay licence as goods carriers?

THE ATTORNEY-GENERAL: The answer is "yes."

Mr. DE AGUIAR: I am very grateful to the hon. Member for having drawn my attention to this clause. Although I may be accused of personal interest in the matter I must draw attention to a debate which took place some time ago when there was an amendment of the Tax Ordinance and a special provision was inserted to meet the case referred to by the hon. Member. It was pointed out at the time

that in cases where an article was produced or manufactured by a company or individuals they should not be required to pay the same licence as was required for a common carrier. The point was also made at the time that in many cases orders were being taken, and that the motor cars were not merely used for the carriage of goods. Provision was therefore made whereby such cars would be exempted from the higher rate of licence duty.

THE CHAIRMAN: Is that in the Tax Ordinance?

Mr. DE AGUIAR: Yes, sir. A special licence duty was imposed on roads along which a railway operates, and it was felt that these cars should not be made to pay the higher licence, although they traverse those districts in which a railway operates. The Council agreed at the time that in such cases there should be a special licence duty. I had interpreted this clause to mean that the higher licence would be required in cases where there had been some alteration in the construction of the vehicle. The clause distinctly states "Where a motor vehicle in respect of which a licence has been issued is altered after the licence has been issued..." I interpret that to mean an alteration in the construction of the vehicle. It seems to me that the matter requires going into.

THE ATTORNEY-GENERAL: The primary object of the Bill is to secure greater safety on the road for the travelling public, and more particularly for the pedestrians. The practice which obtains in this Colony is that people purchase or acquire an ordinary touring car and proceed to remove the back seat for the purpose of using it as a goods van to carry milk cans and other things to the danger of the public. It is a common occurrence for Members of the Council to see ordinary touring cars converted in that manner by removing the back seat and the hood and piling them up with goods. As the primary object of the Bill is the safety of the public it is considered necessary to restrict the amount of load to be carried, and if in fact anybody converts his car into a goods van there seems to be no logical reason why he should not pay the same licence fee as an ordinary goods vehicle. I hope hon. Members will support this clause.

Mr. DE AGUIAR: This seems to me to be a deliberate attempt on the part of Government to stifle industry. The matter was previously discussed in Council, and so far as I am concerned I am not prepared to waste any further time about it. Immediately this Bill becomes law a number of vehicles will be taken off the road, and a number of people will be out of work. If that phase of the matter is of no concern to Government I have nothing more to say. It is absolutely impossible to expect any of the local companies which manufacture biscuits to pay a licence of \$500.

THE ATTORNEY-GENERAL: The licence fee of \$500 is for heavy vehicles on particular roads.

Mr. DE AGUIAR: It may be less in some cases, as shown on page 41 of the Bill.

Mr. PEER BACCHUS: I think the licence duty will be \$500 for any vehicle of 10 h.p. and over, and \$250 for vehicles under 10 h.p.

THE ATTORNEY-GENERAL: That is for vehicles operating on a specified road in competition with the railway.

Mr. DE AGUIAR: That is precisely what I said. We have only two main roads on the East and West Coasts, both running parallel with the railways and where the population is settled.

Mr. C. V. WIGHT: I do not know if the hon. Member has forgotten that there is a road in Essequebo. (laughter).

Mr. DE AGUIAR: I was not referring to roads in districts where there are 300 people. I was pointing out that these vehicles ply on the East Coast, from Georgetown to Rosignol, and on the West Coast, from Vreed-en-Hoop to Parika, and that along each route a railway operates.

THE CHAIRMAN: Will the hon. Member point to the exemption which he says they get now under the Tax Ordinance?

Mr. JACOB: I believe it is going to create a distinct hardship on milk vendors.

THE CHAIRMAN: Nobody seems to know the effect of it yet. I want to know

where is the concession under the present Ordinance.

Mr. JACOB: If this clause goes through, as it is going to, there will be great hardship.

THE CHAIRMAN: The hon. Member cannot tell that yet because he cannot point to the exemption under the existing law.

Mr. PEER BACCHUS: I think we were told by the hon. Attorney-General that this is a new clause which brings in any motor vehicle used for carrying goods.

THE CHAIRMAN: What is the rate of duty on vehicles now carrying those goods?

Mr. PEER BACCHUS: I think it is \$2.50 per h.p.

THE ATTORNEY-GENERAL: The rates are identical with those in the Tax Ordinance. There is no alternation of a single word or figure.

THE CHAIRMAN: The hon. Member for Central Demerara (Mr. De Aguiar) said that after a debate in this Council a special concession was inserted in the law dealing with these vehicles. I want to know where it is.

Mr. JACOB: There is another point. The new clause in the Bill says that where a vehicle is altered and used for the conveyance of goods the licence fee will be \$250.

THE CHAIRMAN: Only if there is structural alteration.

Mr. JACOB: I claim that there must be some structural alteration if a car is to convey milk cans. There is no use splitting hairs. The back seat of a car will have to be removed, and that will be termed an alteration. It might be a technical alteration.

THE CHAIRMAN: Does the hon. Member see anything wrong in grossly overloading a car to the public danger?

Mr. JACOB: I have not thought of the public up to this stage. I am pleading particularly for the people in the creeks. I think it is quite clear that the residents in the creeks have to transport their milk, and as tidal conditions are not always favourable they have to use cars for that purpose. My interpretation of this clause

is that the removal of the back seat of a car so as to carry milk cans will be considered an alteration as provided for in the Bill, with the result that instead of paying a licence of \$25 for such a car, a milk vendor will have to pay \$250 for a 10 h.p. car. In short he will be put out of business and a certain amount of hardship will be suffered by him.

Mr. DE AGUIAR: I do not desire to interfere with Government's object in inserting this clause. If Government is satisfied that the indiscriminate use of cars is a positive danger to the public, and this clause has been inserted to meet that, I have no desire to move an amendment. But if Government is satisfied with the point I am making, that in cases where a car is operated by any industrial or manufacturing concern, or by a milk vendor, it should not be penalized by a heavy licence duty, the position might be met by a special provision in the First Schedule of licence fees, and the Council might allow this clause to remain as it is.

I would like to correct a remark I made when I began the discussion, that the special provision I referred to was made in the Tax Ordinance. What really occurred was that when the Council was considering the Hucksters Bill, in which a very heavy licence was imposed on hucksters who travelled around the country, it was pointed out during the debate that the special cases I have just referred to would be included in the heavy licence unless special provision was made to exclude them. The Council was satisfied with the representations made at the time, and it was to meet that class of traders, biscuit factories, aerated water manufacturers, and traders of that kind, that a proviso was inserted in that Bill.

THE CHAIRMAN: Were they specified in that Ordinance?

Mr. DE AGUIAR: Yes, sir, they were all specially provided for in the cases I have referred to.

Mr. LAING: There is a special huckster's licence for anyone manufacturing aerated waters who uses a huckster's van, provided it is not used for transporting goods. As regards the other point about motor cars transporting milk, the position

is that under the Tax Ordinance a motor car is defined as a vehicle for carrying passengers. What actually happens is that milk vendors remove the back seats of cars, place milk cans in them and pay the licence for a motor car instead of that for a lorry. The definition of motor car has been somewhat altered in this Bill, and I would suggest that further consideration of clause 19 be deferred.

Mr. GONSALVES: I think it must be agreed that small local industries should be given as much help as possible, and therefore it would not be wise to penalize them to too great an extent. I agree with the Attorney-General that the mere removal of the back seat of a car would not be an alteration, but the sting in the matter is in sub-clause (2) which states that a motor vehicle which is licensed for one purpose cannot be used for another purpose. In other words a car which is licensed to carry passengers cannot be used for carrying goods. That is where a person who removes the back seat of a car and puts in milk cans will come within the pale of the law. The Attorney-General's reply is correct as regards sub-clause (1), but not altogether helpful as regards sub-clause (2). I think some special provision might be possible when we are dealing with the Schedule, but I also think it advisable to have some control over the alteration of those cars.

THE ATTORNEY-GENERAL: I suggest that clause 19 be allowed to stand as it is at present, and if the difficulty is not settled after consideration of the Schedule I will ask that the clause be re-committed.

Clause 19 put, and agreed to.

Clause 21,—Dealers' general licence.

THE ATTORNEY-GENERAL: I move that sub-clause (3) of clause 21 be amended by the deletion of the full stop at the end thereof and the addition of the following words "or for such other purpose as may be prescribed" at the end thereof.

Clause as amended put, and agreed to.

Clause 22.—Using unlicensed motor vehicle an offence.

Mr. KING: Sub-clause (5) of clause 22 gives the Licensing Authority the right to sell a motor vehicle which has been seized for non-payment of licence. I do not know

whether the hon. Attorney-General has considered the question of legal ownership. In this Bill "owner" is defined as somebody in possession of a vehicle with the right to take out a licence. Is it Government's intention to seize and sell a motor car which is under hire-purchase agreement in order to pay itself the licence that may be due? The alternative to non-payment of a licence is imprisonment. It would not be proper for Government to seize and sell anybody's property so as to obtain a sum of money which it may not be able to recover owing to the poverty or inability of the person to pay. I do not know what the position would be in law.

THE ATTORNEY-GENERAL: I am quite sure I know what the hon. Member has in view. Admittedly this clause is rather drastic, but the position at the moment with regard to hire-purchase vehicles is that if a man is fined for driving recklessly and he does not pay the fine Government cannot seize the vehicle, but if he fails to pay his instalment under the hire-purchase agreement the hirer can seize the vehicle. This clause only proposes to give Government the same power which the hire-purchase vendor has. By exercising his right the hire-purchase vendor prevents Government from recovering its fine. Government cannot help itself, otherwise, but the vendor can. He can include a clause in the hire-purchase contract to cover himself. As the hon. Member says, for the purposes of this Bill owner means the registered owner.

Mr. C. V. WIGHT: I quite appreciate what the Attorney-General has said about putting into the hire-purchase agreement a clause which would cover the hirer who is, after all, the owner of the particular vehicle. There are questions which have been decided in courts of law as to what is determination of a hire-purchase agreement, and when has the purchaser *de facto* the right to determine that agreement if it is in the possession of the hirer or not? When does the hirer exercise his right after the property has been levied upon at the instance of an execution creditor? That question will turn on the decision whether the determination is made before notice is given or after notice is given. It seems to me there will be a conflict between the rights of private parties.

Mr. DE AGUIAR: The hon. Member

for Demerara River (Mr. King) has anticipated me with regard to this clause. Am I to understand that it is Government's intention to defeat the rights of the owner of a hire-purchase vehicle? If that is so I am afraid that Government's morals are becoming as bad as those of merchant traders.

THE CHAIRMAN: I think the difficulty would be removed if the person who sells the vehicle has himself registered as the owner.

MR. DE AGUIAR: If the person who sells a car registers himself as the owner he would become liable for all actions for damages. I think we should leave this clause over for a while. It is very far-reaching. Government proposes to deprive a person of the ownership of his car. I have not carefully considered what suggestions I should make, but it seems to me that if further consideration of the clause is deferred until a later stage we may be able to make some provision for the Licensing Authority to make some inquiry into the ownership of the vehicle that is seized, and if it is discovered that it is the subject of a hire-purchase agreement then the party concerned might be invited to pay the licence or something of that sort. Speaking from memory I think one of the conditions of these hire-purchase agreements is that the person operating the vehicle has to pay for the licence.

THE CHAIRMAN: One of the difficulties is that persons entering into agreements do not abide by them.

MR. DE AGUIAR: A person who sells a car under a hire-purchase agreement protects himself with the power to seize the vehicle. I do not know if the object of this clause is to make things easier for the officers of Government. There are several means of tracing a motor vehicle. After all it has to be registered. It seems to me that we are being asked to make things too soft for Government officers to do their duty. Why should we give Government power to seize a vehicle because the owner fails to pay his licence?

THE COLONIAL SECRETARY: I cannot consider anything simpler than the suggestion put forward by the Attorney-General. Why can't the owner require the hire-purchaser to satisfy him that he has taken out a licence for the vehicle?

MR. C. V. WIGHT: I walk into a garage and find that Mr. "A" has just been convicted for using a car without a licence, and Mr. "B" has seized the car. I purchase the car from Mr. "B" and then a policeman comes along and says that the car has no licence and is going to be seized. Government does not conduct its affairs as a business firm does. A business firm would take particular care as far as it could, to see that it is protected. Government might find itself involved in all sorts of actions as a result of the seizure of a car.

MR. DE AGUIAR: The Colonial Secretary asked what was wrong about the seller inquiring of the purchaser whether he has taken out a licence?

THE COLONIAL SECRETARY: The Attorney-General suggested that it should be included in the hire-purchase agreement.

MR. DE AGUIAR: That is done. When a dealer sells a car to anyone it is registered, licensed and delivered to the purchaser, and so far as the dealer is concerned his duty has ceased. If the subsequent instalments are not paid, it is the duty of the Government to see that they are paid. I can appreciate that now that there are two authorities dealing with the matter, the Police responsible for the registration and the District Commissioners for the issuing of licences, there might be some difficulty in tracing a person who operates a vehicle which he does not own, but in this Bill Government proposes to have one authority to deal with the licensing and registration of motor vehicles. Why then should Government impose an additional burden on people? I warn Government that if this clause goes through it will find itself in difficulty under these hire-purchase agreements, because there are large numbers of such agreements existing in the Colony at present. I venture the statement that out of every 10 cars sold 9 or 8 are sold under hire-purchase agreement.

THE ATTORNEY-GENERAL: Two points have been raised, one by the hon. Member for Western Essequibo (Mr. C. V. Wight) who said, supposing the owner under a hire-purchase agreement seized a car and he walked into the garage and bought the car, would Government seize his property if the car was

not licensed? I would remind the hon. Member of the fact that he must register the transfer of the car within seven days, and that when he went to do so he would find that the registration would be refused. Therefore, under the provisions of this Bill he would not be able to buy that car.

The hon. Member for Central Demerara (Mr. De Aguiar) raised strong objection to Government exercising a right which has been exercised for years by vendors under hire purchase agreements. It is because Government's rights are defeated by those people that this clause has been included in the Bill. There is nothing new in this at all, and any member of the legal profession could sit down and in two minutes draft a clause which would cover the vendor. In any case the worst loss the vendor can possibly suffer is that the Police might seize the car and hold it for one month, in which case the owner could pay one quarter's licence and get it back. I do not feel that that is a very great hardship to impose on dealers. Of course if they neglect to take that obvious course and allow their vehicle to be sold then they would suffer some loss. It must be presumed that they would take steps to protect their own interests.

Mr. DE AGUIAR: I do not think there could be any objection if notice of the seizure was given to the rightful owner of the vehicle. After all the person from whom the vehicle is seized is not the dealer under the hire-purchase

Mr. WIGHT: The hon. Member anticipated me. I would like to know the form of notice which should be given to the legal owner of the vehicle, and whether he should not comply with the notice or whether he should be personally responsible. I cannot agree with the Attorney-General that if a car is brought into a garage and bought a car which had been seized by the dealer, and I went to the Licensing Authority to get a transfer of the registration I could be refused a transfer. It is not a case of stolen property. If that is the argument then the legal owner has committed an offence by seizing that car for failure to comply with the terms of his agreement. It would mean that he has come into possession of his own car by some illegal

method. Surely if he is in legal possession of the car and has exposed it for sale I am entitled to purchase it.

THE ATTORNEY-GENERAL: The hon. Member has misunderstood me. The case he now mentions is quite different from the first one.

Mr. WIGHT: I still find myself in the position of having bought a car for which Mr. "A" had not taken out a licence. I quite appreciate that Government's interest is to receive all the revenue it can from a person of that kind rather than make him a criminal, but I think that might be obviated because in most hire-purchase agreements there is the right in the owner to seize for non-fulfilment of certain of the terms, for example, the non-payment of licence duty. Some provision might be embodied in the Bill to provide that notice be given to the owner of the vehicle of Government's intention to seize the vehicle.

THE ATTORNEY-GENERAL: Personal notice, or notice by publication in the *Gazette*?

Mr. WIGHT: Personal notice.

Mr. LEE: I would remind the Council that when anything is seized by Government there is always publication in the *Official Gazette* of the seizure. If that is done in this case the owner of the vehicle would look after his interest.

THE ATTORNEY-GENERAL: The hon. Member has in view the provisions of the Pound Ordinance, and I quite agree that it would be quite possible for the Police to publish a notice in the *Gazette* similar to that published under the Pound Ordinance. For the purposes of this Bill the owner of a vehicle is the person registered as the owner. I think it would meet both sides if I moved an amendment on the lines suggested by the hon. Member, and with your permission, sir, I will draft it to-day.

Mr. DE AGUIAR: I submit that even publication in the *Official Gazette* would not be enough, and I invite the Attorney-General's consideration of what transpired in this Council not very long ago when we were considering the levying on property for rates due to the Government and the

Town Council, and the question of the rights of mortgagees was raised. Previously the practice was that each property was put up for sale at execution subject to the mortgage, and argument arose around the proposal that properties should be put up for sale without that provision. After a great deal of discussion it was agreed that not only would notice be published in the *Gazette* that a property was being sold not subject to the mortgage, but that notice would be served on the mortgagee at his last place of residence or the address known to the Registrar. It seems to me that that would be quite a simple procedure to follow in this case. Hardship might be created among people who do not read the *Gazette*.

THE CHAIRMAN: People who trade on the hire-purchase system would read the *Gazette*.

Mr. DE AGUIAR: Not necessarily.

THE CHAIRMAN: They should.

Mr. DE AGUIAR: A case came to my notice not very long ago in which a man sold his car to another person who did not have the full amount to pay for it, and it was sold on a hire-purchase agreement. The car was again re-sold to somebody else who in turn took over the agreement.

Mr. C. V. WIGHT: The more one pursues the point the more one sees the difficulty. What is going to happen when a car is seized by Government and put up at auction, and the person who sold it on hire-purchase buys it at auction? Government expects the hirer to recover from the person whom it regards as a man of no substance. How is the hirer to recover?

THE CHAIRMAN: The Attorney-General's point is that he can avoid all that trouble by paying the licence fee.

Mr. WIGHT: Why not state that the hirer shall in all cases be responsible for the licence, instead of reducing the whole thing to an absurdity? That is the object Government is trying to achieve in this indirect way.

Mr. HUMPHRYS: During the debate which has been going on I have read the clause very carefully and I suggest to Government that sub-clause (2) be deleted.

In the case of motor vehicles this particular provision is made for seizing and selling, but in every other instance where a person fails to take out a licence for a cart or something which should be licensed he is fined. A person who is found on the road with a car without a licence is liable to be fined, and if the fine is not recovered he should go to gaol. Why should Government go into the question of ownership and hire-purchase? I do not know of any other instance in which unlicensed property is seized and sold. I consider this clause inequitable, and I move that sub-clause (2) be struck out.

THE ATTORNEY - GENERAL: The hon. Member knows local conditions far better than I do. The great difficulty in this Colony is this: that Magistrates almost invariably, and quite rightly too, give time to people to pay fines, and very extended time. Government's position is this: "A" is the driver of a bus and is charged and convicted for driving it without a licence. He is fined, say \$100, and is given time to pay the fine. To-morrow he drives the same bus again, and if he is caught he cannot at present be fined again. The point is that in the end he never does pay the fine, but he goes on driving. That is the specific difficulty which arises here. It does not arise in any other country, and it is to stop that happening that this clause has been included in this Bill.

Mr. GONSALVES: I have been opposing this sub-clause and I would support an amendment by the deletion of (3) to (7). The debate seen to be centred around the question of a vehicle under a hire-purchase agreement not knowing of the non-payment of the licence duty. Sub-clause (2) that where any question arises as to the owner of a vehicle the Magistrate has power to issue a summons to the owner, and then to determine who is the person liable. If the owner happens to be the seller under a hire-purchase agreement then there is no risk of Government not collecting its licence duty, and the other difficulties about seizure and sale would be avoided.

With regard to the question of seizure and notice thereof I think there is pro

vision in the Crown Lands Regulations that when a seizure is made notice should be given in the *Gazette*. The only other way in which the difficulty might be met is to impose an obligation on the seller of a car on hire-purchase agreement to notify the Licensing Authority that he has sold a car to A.B. under hire-purchase agreement. The Department would then place it on record and would notify the seller if the purchaser does not pay the licence duty on the car. That is the only way in which the Licensing Authority can know that a car has been sold under hire-purchase agreement. To obviate all that I suggest that sub-clauses (3) to (7) be deleted.

Mr. KING: A further difficulty has just struck me. A man buys a car under hire-purchase agreement and takes out a licence for 1939. He drives the car up to the 15th January, 1940, but does not take out a licence for this year. He returns the car to the garage where on April 1 it is sold outright to Mr. "A" who then takes out a three-quarter year licence, but the Police come along and say that the car is liable for a whole year's licence and they seize it.

THE CHAIRMAN: Three months after? The hon. Member is attributing extraordinary perspicacity on the part of the Police.

Mr. KING: The car is sold and from the purchase price is deducted 30 per cent. of the annual licence fee. The car is returned to the garage in January and sold. I buy the car on which a licence of \$50 is due. The amount for which the car is sold is sufficient to cover 30 per cent. of the annual licence. I then get the car licensed for the whole year in respect of which I have only paid 30 per cent.

THE ATTORNEY-GENERAL: For the current quarter. The hon. Member has misread the clause. It has been suggested that this clause be deferred in order that I might discuss it with the various Members interested. That is quite agreeable.

Clause 22 deferred.

Clause 28.—Issue of driving licences.

Mr. DE AGUIAR: It seems to me that there is going to be a certain amount of

hardship created by sub-clause (4) (b) which states:—

if he is by a conviction under this Ordinance or by an order of a court thereunder disqualified from holding or obtaining a licence.

I suggest that those words be deleted.

THE CHAIRMAN: I understand from the Attorney-General that this is the law as it is now.

Mr. DE AGUIAR: I have known of many convictions under the existing Ordinance. There have been a number of complaints in cases where drivers have appeared before Magistrates.

THE ATTORNEY-GENERAL: The hon. Member has misread the sub-clause. It says that he is disqualified by conviction.

The CHAIRMAN: If we put into an Ordinance that certain disqualifications prevent a person getting a licence it is obvious that he cannot get it.

Clause 28 put, and agreed to.

Clause 33.—Restrictions on driving by young persons.

THE ATTORNEY-GENERAL: In sub-clause (5) of clause 33 the draftsman has gone a little further than was intended. I move that it be amended by (a) deleting the words "under the provisions of this Ordinance" in the third line, and (b) by inserting the word "driving" after the word "any" in the fourth line.

Amendment put, and agreed to.

Mr. DE AGUIAR: Under sub-clause (6) a person can be the owner of a motor vehicle at 17 years of age, but under sub-clause (2) a person under 18 years cannot drive a motor car. It seems to me rather peculiar to permit a person of 17 years to be registered as the owner of a motor vehicle and not allow him to drive it.

THE ATTORNEY-GENERAL: It is not an oversight; it is done intentionally. The age at which a person can ride a motor bicycle or drive a motor car under this Bill is identically the same as the law stands now, but the age for driving a motor lorry has been raised from 19 to 21 years. Anybody can legally own a motor vehicle,

but this Bill says that he cannot be registered as the owner until he is 17 years. The only alteration in the existing law is in sub-clause (3) in which the age-limit has been raised from 19 to 21 years.

Mr. HUMPHRYS: I suggest for the consideration of Government that the age-limit in sub-clause (2) be 17 instead of 18 years. I think it is 18 years in England. As a matter of fact people in this Colony are far more developed than they are in England. (laughter).

THE ATTORNEY-GENERAL: Do you suggest that the age should be 16 years in sub-clause (1) and 17 years in sub-clause (2)?

Mr. HUMPHRYS: Yes.

Mr. C. V. WIGHT: I suggest that the age in sub-clause (3) should be 19 years instead of 21 years. I do not see why a young man should wait until he is 21 years to be able to drive a lorry. Many of these youths serve as apprentices at garages.

THE CHAIRMAN: If there is general feeling among hon. Members that there is good reason to change these ages—I must confess I cannot see it.

Sub-clause (1) and (2) were amended by substituting 16 for 17 and 17 for 18 years respectively.

Mr. C. V. WIGHT: I move that in sub-clause (3) the age be fixed at 19 years instead of 21.

THE ATTORNEY-GENERAL: It is a very strong and unanimous recommendation by the Committee, in paragraph 40 of its report, that no licence should be granted to anybody who is under 21 years to drive a motor lorry or bus. That is the general practice in England, in Trinidad, Jamaica and, I believe, most other Colonies. It is not safe to entrust the lives of other people in the hands of an inexperienced minor, and for the safety of the general public the Council should insist that a man should be in charge of heavy vehicles. It is obvious that by doing so we might possibly put one man out of a job, but it is equally obvious that another will get it. On the ground of public safety the age-limit of 21 years should be retained.

Mr. LEE: I suggest that hired cars can be omitted from this restriction, because there are several mechanics who drive hired cars while under repair although they are not 21 years. The Attorney-General referred to heavy vehicles on the road.

THE CHAIRMAN: As the Attorney-General has said, it was a strong recommendation by the Committee which spent a long time in considering these matters.

Clause 33 as amended put and agreed to.
Clause 46 Power to restrict use of vehicles on specified roads.

Mr. GONSALVES: I see nothing mentioned in this clause about it, but I presume that in the case of Georgetown the Town Council would be consulted before any order is made by the Licensing Authority, because it would be rather conflicting to have the Licensing Authority declaring certain roads and the City Engineer advising the Town Council that the roads declared are not suitable for the traffic proposed.

THE CHAIRMAN: Would consultation have any actual legal effect? The Licensing Authority might not necessarily accept the suggestion of the Council. I do not think there is any difficulty in giving an undertaking that they would consult the Municipality, but I take it that they would consult on any important case. You do not suggest that the Council should be consulted on every occasion?

Mr. GONSALVES: No, sir. I am referring to the question of declaring major and minor roads. The City Engineer has to build roads to suit the particular traffic.

THE CHAIRMAN: I do not think there is any difficulty in giving that undertaking as regards important matters, but not to a diversion of traffic for a couple of hours.

Mr. C. V. WIGHT: This was one of the points I mentioned on which there might be a conflict, but since the adjournment I have spoken to the Attorney-General and it would appear that if things work harmoniously there need be no conflict. There are certain routes laid down by the Town Council in view of its road programme,

and we do not know whether the Licensing Authority will follow those routes.

Mr. GONSALVES: It is to be done with the approval of the Governor in Council.

THE CHAIRMAN: I do not think the hon. Member need have any fear. The specification of routes is a matter which must be governed by the programme of the Town Council for the lay-out of roads.

Mr. GONSALVES: There is no great difficulty at the present moment. Until this Bill was introduced there was a state of chaos as to what was the law as regards traffic in the City. I have mentioned the matter so that it might not be said later that members of the Town Council gave up its rights without having anything to say in the matter of the roads.

Clause 46 put, and agreed to.

Clause 48.—Erection of notice boards, etc.

Mr. LEE: I suggest that the word "shall" be substituted for the word "may" in the first line of clause 48 (1). If signs are not put up visitors to the Colony who are not conversant with our traffic regulations are liable to be charged. This also applies to people coming from the country districts. One-way traffic applies to a certain portion of Main street at certain hours of the day, but there is no sign to that effect, and I have driven through the wrong way myself.

THE CHAIRMAN: I quite agree that in such cases a notice might be put up, but I do not think the amendment you suggest would have any effect.

THE COLONIAL SECRETARY: I can assure the hon. Member that I will take steps to see that signs are erected. I have been prosecuted myself. At certain hours of the day you are apt to forget about these traffic regulations.

Mr. JACOB: It is rather difficult sometimes to know when it is 8 o'clock at night when I am going home (laughter). There is a policeman at the corner to divert traffic, and while it is something I ought to know, I do not think it is fair to prosecute one if he is not reminded of it. A

sign ought to be there, but the difficulty is that one may not be able to read a sign at night. (laughter). I am afraid that hon. Members do not quite appreciate the point. As regards strangers it is even harder still. If Government wants motorists to observe the traffic regulations at the corner of Main and Bentinck streets a policeman should be stationed there or a sign should be erected.

Mr. C. V. WIGHT: With regard to strangers, do I understand that they would like the signs to be printed in English and some other language?

THE CHAIRMAN: All this is very interesting but it does not affect clause 48.

Clause put, and agreed to.

Clause 58.—Pedestrians, etc., causing obstruction.

Mr. HUMPHRYS: Here we come to the real offenders—pedestrians loitering—and provision is made for a fine of only \$5. Those people are an absolute danger, and I suggest that the fine should be not exceeding \$25. They are a danger to themselves and everyone in a car or on a bicycle, and they remain on the road hoping to be injured in order to get compensation.

Mr. JACOB: I am opposing the hon. Member's suggestion for the reason that I think the public should be taught road courtesy. It would not be fair to increase the penalty now, but later on I think it might be done if there is no improvement.

Mr. DE AGUIAR: In the early cases the Magistrate would be allowed to use his discretion and start off with a fine of \$5.

THE CHAIRMAN: He uses his discretion in any case.

Mr. DE AGUIAR: I think the hon. Member would like the maximum fine to be \$25.

Mr. GONSALVES: Whether those people on the Sea Wall road should not be considered loiterers I do not know.

THE CHAIRMAN: I think so, too, but I am not sanguine about it.

Mr. PERCY C. WIGHT: I am against

the proposed amendment. I think \$5 is a great deal of money to a poor man.

The Committee divided and there voted:—

For—Messrs. C. V. Wight, Lee, Jackson, King, Humphrys, Peer Bacchus, De Aguiar, Gonsalves, Cleare, Wood, Crease, Case, Laing, D'Andrade, Austin, McDavid, Dr. MacLennan, the Attorney-General and the Colonial Secretary.—19.

Against—Messrs. Jacob and Percy C. Wight.—2.

Amendment carried.

Clause 59.—Duty to stop in case of accident.

Mr. C. V. WIGHT: I would like to ask the Attorney General whether he has considered the question of civil liability arising out of breaches of any of the provisions of this Bill being *prima facie* evidence. I know that it has received attention and has been incorporated in certain Ordinances in the West Indian Colonies. The question did crop up in a case in which the hon. Member for Eastern Demerara (Mr. Humphrys) and I were engaged, and perhaps we might discuss it some time with the Attorney-General.

THE ATTORNEY-GENERAL: That point was considered by the Law Officers who consulted a number of people about it, including the Chief Justice, and it was unanimously decided that it should not be adopted in this Colony, and that the present law should continue.

Clause 59, put and agreed to.

Clause 61.—Road service licences.

THE ATTORNEY-GENERAL: I move that sub-clause (1) of clause 61 be amended by the insertion of the words "a motor vehicle" after the word "operate" in the second line. The sub-clause as it stands goes too far.

Mr. LEE: Sub-clause (2) states that application for a road service licence shall be submitted to the Prescribed Authority, but I have seen no definition of "Prescribed Authority."

THE ATTORNEY GENERAL: It means prescribed by Regulations.

Mr. DE AGUIAR: I consider that clause 61 is going to create distinct hardship on a number of people who operate motor vehicles in this country. I refer particularly to people in the country districts, the East and West Coasts, and the Essequibo Coast, because before a man can operate a motor vehicle as a motor bus he will have to apply for a road service licence, and in his application he will have to furnish the particulars mentioned in sub clauses (2), (c) and (d). It is going to be almost impossible for an applicant for a road service licence to provide all those particulars in his application. People who run buses have no regular time-table. If the idea is to create a monopoly in all these services then perhaps these provisions will be all right. It will be impossible for these buses to maintain any regular time-table even if they do submit one. For instance the driver of the bus which plies between Charity and Suddie does not know when he will leave and when he will arrive at Suddie. I do not see any discretionary power given to the Licensing Authority to waive any of these conditions, therefore I take it that they are conditions which are bound to be observed. Government is not only inflicting a burden on the owners of these vehicles but on the travelling public in districts where they have to rely on these vehicles as their only means of transport. I observe that there is provision for an appeal to the Governor in Council, but that is only in cases of refusal of a licence.

THE CHAIRMAN: The whole of this Part of the Bill is of course new and purports to put into force here a system of control of bus traffic, and there may well be differences of opinion as to the need for this system of control in this Colony. It is quite an open question for the Council to discuss whether it thinks the system of control suggested is necessary or advisable at this stage or not. It is a question on which Government will be guided by the opinions of the Council without any official vote. The experience of Members of the Council and their knowledge of local conditions will be valuable, and I would suggest that it be left over until after the adjournment so as to give Members time to think it over.

The Council resumed and adjourned until Tuesday, September 3, at 11 a.m.