LEGISLATIVE COUNCIL

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

THURSDAY, 23RD AUGUST, 1956

The Council met at 2 p.m.

PRESENT:

The Deputy Speaker,
Mr. W. A. Macnie, C.M.G., O.B.E.
—In the Chair.

Ex-Officio Members

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

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

Nominated Members of Executive Council

The Hon. **Sir Frank McDavid, C.M.G., C.B.E.** (Member for Agriculture, Forests, Lands and Mines).

The Hon. **P. A. Cummings** (Member for Labour, Health and Housing).

The Hon. **W. O. R. Kendall** (Member for Communications and Works).

The Hon. **G. A. C. Farnum, O.B.E.** (Member for Local Government, Social Welfare and Co-operative Development).

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

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

Nominated Unofficials

Mr. T. Lee

Mr. W. A. Phang

Mr. C. A. Carter

Nominated Unofficials

Mr. E. F. Correia

Mr. H. Rahaman

Miss Gertie H. Collins

Dr. H. A. Fraser

Mr. R. B. Jailal

Mr. Sugrim Singh

Clerk of the Legislature—
Mr. I. Crum Ewing.

Assistant Clerk of the Legislature—
Mr. E. V. Viapree.

Absent—

His Honour the Speaker,
Sir Eustace Gordon Woolford O.B.E., Q.C.—on leave.

The Hon. the Chief Secretary,
Mr. M. S. Porcher (Ag.)—on leave.

The Hon. **L. A. Luckhoo, Q.C.**—on leave

Mr. W. T. Lord, I.S.O.—on leave.

Mr. J. I. Ramphal—on leave.

Rev. D. C. J. Bobb—on leave.

Mrs. Esther E. Dey—on leave.

The Deputy Speaker read prayers.

The Minutes of the meeting of the Council held on Wednesday, the 22nd of August, 1956, as printed and circulated, were taken as read and confirmed.

LEAVE TO MEMBERS ON OFFICIAL BUSINESS

Mr. Deputy Speaker: I have to announce that I have granted leave to two hon. Members of Council as follows:

(i) To the Hon. Sir Frank McDavid, C.M.G., C.B.E., Member for Agriture, Forests, Lands and Mines, from the 25th of August to the 1st of September, to attend a meeting of the Regional Economic Committee to be held in St. Lucia.

(ii) To the Hon. W. O. R. Kendall, Member for Communications and Works, from Tuesday, 28th August, for one month, as he was proceeding to the United Kingdom on official business.

ORDER OF THE DAY

Rice Farmers (Security of Tenure) Bill, 1956

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

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

The Chairman: When the Council adjourned yesterday afternoon, rather late, we had gone as far as clause 29. We will now resume at clause 30.

Clause 30.—*Adjournment of hearing of application: Stay of execution of order.*

Clause put, and passed as printed.

Clause 31.—*Tenant to be granted time to reap crop.*

Sir Frank McDavid: Before clause 31 is taken I may mention that I have now circulated two additional sheets of amendments, so that those before the Council now are withdrawn. I am very sorry I could not place them before hon. Members before.

The Chairman: We had two sheets undated before, and now we have two dated August 23.

Mr. Lee: Your honour will see that the provision in this clause is for reaping what we call the Autumn crop.

Sir Frank McDavid: It is not dealing with that particular crop at all; it is dealing with the crop that is growing—whether it is Autumn, Spring or Summer.

Mr. Lee: Will the hon. Member allow me to put my point? The Committee will be empowered to say that a tenant cannot leave his holding until after reaping the full crop. In certain areas in this Colony a farmer gets a second crop without planting, and I want to know to whom would that second crop belong and, secondly, if the farmer would have to pay rent which terminates on April 30 of the next year. This clause should be so redrafted as to empower the Committee to give permission to the tenant until the end of the year. I am suggesting that if the Committee desires to give possession of land in a case of fraud or else under the Ordinance, the tenancy should be terminated at the end of the year, be cause many things would be involved. Sometimes the second crop is better than the big crop; it usually starts growing in November and is ready for reaping at the end of December, or early in January. If the tenant has paid for a year's rental which terminates on April 30, how can a landlord say that he cannot reap the crop? Therefore, if the time is fixed at April 30, I think it would be equitable and fair. Why should an Assessment Committee be empowered to deprive a tenant of the opportunity to reap a second crop? In many instances the second crop provides the only profit a farmer gets from his cultivation.

Sir Frank McDavid: I am afraid the hon. Member is confusing himself by having in his mind some idea that a tenant has no right to grow a second crop. That is really behind his criticisms. Let me say again that there is nothing in the Bill which precludes a tenant growing a second crop; he has the right to do it.

The second point is that this provision is nothing new. It exists in the current law in these words:

> "Provided that if at the time of such conviction the tenant has a crop growing on the land the landlord shall not require the tenant to quit until the crop has been reaped."

Simple language. It has the meaning which is sought to be applied in this Bill. If a tenant has committed an offence which makes him liable to eviction, and the Assessment Committee so approves, all the law says is that if there is a crop growing on the land at the time, he shall be allowed to reap it. Why should we want to complicate it by putting in a date? We came to an obstacle yesterday when we were dealing with clause 28. Members will remember that it is the clause which deals with the termination of a tenancy where the tenant himself gives his landlord notice that he desires to quit. That clause reads:

> "28. A tenant may terminate his agreement of tenancy relating to rice land by giving to the landlord not less than six months' notice in writing expiring on the thirtieth day of April in any year."

That is the normal end of the tenancy year. Members requested me to defer that clause in order to consider what the answer was to the problem, that in-between the reaping of the last crop and the 30th of April the land might be left unused, and the landlord would not be able to use it himself or let it to a prospective new tenant. I have found a solution with the assistance of the hon. the Attorney General, but I need not say what it is now. I merely mention that as an analogy of what we are talking about now. Let me repeat that the words mean exactly what they say. An Assessment Committee would not deprive a tenant of the fruits of whatever crop is growing at the time the offence is committed, which makes a tenant liable to eviction, and I cannot see any reason for removing those words and putting in a date instead.

Mr. Jailal: May I help? I think Mr. Lee's point is that, supposing it is the Autumn crop, which is planted late in March and reaped around September or October, and a tenant is caught stealing coconuts on his landlord's estate, and the Assessment Committee approves of his eviction, that tenant would have paid his full rent up to April of the next year. If he is evicted he would lose the opportunity of reaping a "volunteer" crop which might provide his true profit from his labour on the land. It would seem to me that if a tenant has paid his rent for the whole period up to April he ought to be able to remain on the holding until April. If he is evicted before the expiration of the period he should be given a rebate on his rent. But that would be moving from the sublime to the ridiculous. I however think Mr. Lee is reasonable in suggesting that if a tenant has paid his rent up to April he should get the benefit of it.

The Chairman: I would like to ask the hon. Member, Mr. Lee: suppose there is no "volunteer" crop, and your amendment is accepted, wouldn't we have the same problem as we had yesterday with respect to clause 28 which was deferred in order that it might be overcome? The tenant would remain in possession until the 30th of April, and the land could not be planted. The hon. Member is only concerned with the "volunteer" crop, but his amendment would give a tenant the right to retain possession of his holding until the 30th of April, whether there was a "volunteer" crop or not, with the result that the holding could not be let to another tenant, or the landlord could not resume possession of it, so that it would remain uncultivated for a year.

Sir Frank McDavid: Indeed the landlord would lose rent for a year.

The Chairman: Merely in order that an evicted tenant might reap a "volunteer" crop the Colony should lose the benefit of the cultivation.

Mr. Lee: I am here to protect the tenants. I have not studied legal draftsmanship, therefore I have to take the language used in the Bill which gives an Assessment Committee the power to terminate the tenancy of rice lands on the reaping of the existing crop.

The Chairman: And you are worried about the "volunteer" crop.

Mr. Lee: Yes, I am worried about the "volunteer" crop. I see Your Honour's point that the land would not be cultivated, and that there might not be a "volunteer" crop, but I have to protect the tenant because I know that a second crop is reaped from half of the rice lands in the Colony. If the rice industry is to progress the Rice Development Company will be compelled by necessity to plant two crops. When the drainage and irrigation schemes come into operation no rice tenant is going to plant one crop only. Therefore I suggest to the hon. Member for Agriculture that it would be wise to protect the tenant farmers now. Even if a landlord should lose one year's rent from his land he would be satisfied, because the holding is worth more than a year's rent. The goodwill is worth more than $20.

The Chairman: I am not worried about the landlord; I am concerned with the Colony.

Mr. Lee: If land settlement is pushed this Colony will be the granary of the West Indies. With mechanization we will be able to compete with rice from the

[MR. LEE]

East. If this Bill is really for the protection of rice tenants the clause should be amended as I have suggested.

Mr. Jailal: The hon. Member for Agriculture has told us that his amendment to clause 28 might bear some relationship to the question of the ending of the crop year in April, and I would suggest that it might clear the issue in respect of this clause if he told us now of the amendment he proposes in respect of clause 28.

Sir Frank McDavid: I do not know of any problem at all in the first instance, and I have no amendment to suggest as regards clause 28. The answer is in clause 29 (2) (b) which reads:

> "29.(2) No order or judgment for the recovery of possession of any holding to which this Ordinance applies, or for the ejectment of a tenant therefrom shall, whether in respect of a notice given or proceedings commenced before or after the commencement of this Ordinance, be made or given unless—
>
> (b) the tenant has given notice to quit and in consequence of that notice, the landlord has contracted to sell or let the holding or has taken any other steps as a result of which he would, in the opinion of the committee, be seriously prejudiced if he could not obtain possession; or"

What that means is that where a tenant has given notice to quit the landlord can obtain possession if he has contracted to let the holding to a prospective new tenant. So that provides the answer to the problem raised yesterday of the land lying idle between the reaping of the crop and the 30th of April. Nevertheless, under the clause we are discussing now the tenant is still protected inasmuch as the Assessment Committee, although wanting to give possession to the landlord because he is about to let to somebody else, that possession is not given until the tenant has reaped whatever crop is on the land at the time. So that in circumstances in which there might be a Spring crop actually on the land, the landlord shall allow that crop to be reaped.

What the hon. Member is talking about now is the protection of an evicted tenant, and he is carrying it much too far. In fact he is condemning the prospective tenant and the whole country to possible loss in order that the evicted tenant who has committed some offence, should get the benefit of a "volunteer" crop. In the course of his argument the hon. Member referred to the economics of the industry. How often is a tenant evicted through committing an offence? Land is at a premium in British Guiana, and tenants as a rule take care not to lay themselves open to eviction under any one of those obligations. They pay their rent. I am told that in some cases in Berbice they get away with it, but as a rule tenants are very careful to pay their rents, and I do not think the hon. Member need be too worried about being benevolent to the evicted tenant.

The Attorney General: May I raise another point, that even if there is not one of those tenants to which the hon. Member has made reference there is nothing to stop the Assessment Committee from giving the tenant more time. Clause 30 (1) (b) states that the Committee may:

> "stay or suspend execution of the order or judgment or postpone the date of possession for such period as it thinks fit, and from time to time grant further stays or suspensions of execution and further postponements of the date of possession."

If it was not just, in any case, the Committee will not order the tenant off before he has had a chance to reap his crop.

Mr. Lee: There is a simple answer to that. If it is to be left to the discretion of the Committee, why has it been put into the Ordinance? If that is to be in the Ordinance, then we must protect the tenant by limiting the discretion of the Committee. I do not know whether the Magistrate will be a rice landlord and that although perhaps the tenant before the Committee may not be his tenant he may be the tenant of a friend or of a member of his family.

The Attorney General: I think those were uncalled-for remarks.

The Chairman: Is the hon. Member suggesting that the time will come when the Chairman of the Assessment Committee, so appointed by the Governor, may also be a rice landlord?

Mr. Lee: Maybe.

The Chairman: I cannot imagine that.

Mr. Lee: You cannot imagine that the Governor will appoint him. I am not saying that from the commencement of the Ordinance it will not be Magistrates who are learned in the law that will be appointed. I do not want to get away from my point, but do hon. Members realize the expenditure that will be incurred with the start of this Ordinance?

The Chairman: What has that got to do with the suggestion the hon. Member is making?

Mr. Lee: Supposing that we make this Ordinance effective for ten years; after two years we do not need to have a learned person as Chairman any more. And what will happen? The Chairman may not be a person with holdings in the same zone. He may have holdings in another zone. Not that I have become suspicious of people in my own country, but I have become by practice generally suspicious. Therefore I am asking for the protection for the tenant.

The Chairman: Doesn't the hon. Member realize that he is casting an extraordinary reflection on the Magisterial Bench?

Mr. Sugrim Singh: Definitely, sir. My friend is a lawyer and he should know that. A Magistrate is appointed to dispense justice. If he takes that view he has to stand by it.

The Chairman: I suggest the hon. Member—

Mr. Lee: I am only pressing my point. I am not saying it will occur, but what I am saying is, we have to protect the tenant in case it occurs. Accidents do occur.

Now let us see if my argument is not reasonable. Provision is made in clause 29 (2) as follows: Unless

> "(k) the landlord has been granted permission by the Committee to resume possession of the land and the landlord has duly complied with the provisions of subsection (2) of section 40 of this Ordinance; or
>
> (l) the landlord has been granted leave by the committee under section 41 of this Ordinance to reduce the size of his tenant's holding."

I am now reading from clause 32 (1):

> "Where an order has been made on any of the grounds set out in paragraph (k) or paragraph (l) of subsection (2) of section 29 of this Ordinance, the assessment committee may award the tenant and any sub-tenant such compensation as it may consider just in the circumstances."

If they do not want to say that there will be a preremptory order by the Committee as soon as he reaps his crop, why do they not state the compensation? Here is a man with a holding of five acres—

The Attorney General: May I rise on a point of order, sir? I do not know if the hon. Member has read this Bill or not. He started off by reading paragraph (k) and went on to clause 32. His whole argument is that the tenant should be allowed to stay, and in effect the whole of clause 29 (2) and others are for the protection of the tenants. I think he should stop wasting the time of this Council and public money.

Mr. Lee: If the clause gives compensation under "(k)" and "(l)", why is not compensation given—

Sir Frank McDavid: May I help the hon. Member? For the simple reason that under "(k)" the landlord is trying to get compensation for himself, to use the land for another purpose, he has persuaded the Committee as to that purpose and the tenant has to go; he has to get compensation. What the hon. Member is now talking about deals with the tenant who has committed an offence and has to be evicted. Why should we compensate him?

The Chairman: I propose to put the question: That the words, "the crop then growing thereon has been reaped, or until after the date when the crop would normally be reaped in that zone" in the third, fourth and fifth lines of clause 31 be deleted and for those words, substitute: "the thirtieth of April".

The question is, that the clause be so amended.

The Committee divided and voted as follows:

For—

Miss Collins
Mr. Correia
Mr. Carter
Mr. Phang
Mr. Lee.—5.

Against—

Mr. Sugrim Singh
Dr. Fraser
Mr. Rahaman
Mr. Tello
Mr. Farnum
Sir Frank McDavid
The Financial Secretary
The Attorney General.—8.

Amendment lost.

Clause 31 passed as printed.

Clauses 32, 33 and 34 passed as printed.

Clause 35.—*Sub-letting of holding.*

Mr. Correia: I would like to amend subclause (1) by the addition of the words "for more than one year" after the word "holding" in the first line. The idea is to allow the tenant who finds himself in financial troubles, say, the death of his oxen or breakdown in his machinery, to sub-let his land for one year and to allow the sub-tenant to continue planting after that period. It is for the protection of the tenant.

The Chairman: Does any Member wish to speak to that?

The Attorney General: May I point out that already there is a provision which declares that the tenancy is a tenancy from year to year, so as a matter of law no tenant can sub-let for a period longer than a year. It would be committing a fraud to endeavour to sub-let for more than one year because he would not have title to the land for more than one year. What the hon. Member is trying to cover is, of course, possible: if the tenant wants to do it for not more than a year, but the tenant would have to get consent for that.

Mr. Correia: For a year, because the tenant may find himself in a position where he cannot farm the land for that year and wants to sub-let.

The Attorney General: For a year or less.

Mr. Correia: For a year or less.

The Attorney General: I would suggest to the hon. Member that he looks at subclause (2) which states:

> "Such consent shall not be unreasonably withheld by the landlord."

The point has been put before the Court many times: if a tenant brings along a suitable person as his sub-tenant, the landlord has to agree, because consent shall not be unreasonably withheld by the landlord.

Mr. Lee: I would like the learned Attorney General to understand the point of view which is being put forward. Let us assume that he (the tenant) could not plant his holding through illness or lack of financial backing; he would be falling short of the Ordinance and the landlord would be entitled to recover possession. In these difficulties, if he sub-lets, it would be sub-letting for a year. He would be committing an offence if he sub-lets without the permission of the landlord. The hon. Member, Mr. Correia, desires to make the provision so that if the tenant so desires to sub-let for one year he should not fall within this clause where consent of the landlord has to be obtanied.

The Attorney General: Only for one year, or less.

Mr. Lee: He cannot sub-let at all, but if he wants to do so he should be permitted to do so for that short period of less than one year.

Sir Frank McDavid: I am not quite sure about the object of this, but I think I heard the last hon. Member say that if he cannot cultivate for one paticular year he thereby loses the tenancy. That is not so. If the hon. Member looks carefully at clause 29, which has just been passed, he will see, at (2) (c), the magic words "without any reasonable excuse". It is taking a pessimistic view of the intelligence of the Committee to suggest that if a man is seriously ill and he does not cultivate the land, that because of that illness the Committee is going to accept a request from the landlord to turn the man out. No Committee if it is reasonable will do that.

If that is the object, I am suggesting there is no real reason for providing for sub-letting for less than a year. If a man cannot cultivate for a very long time, then that is no excuse: he has to get permission from the landlord to sub-let, or he should give up his tenancy.

Mr. Correia: Unless he applies to the landlord to sub-let, he cannot do so, and what I want is that the tenant should be able to sub-let without the permission of the landlord.

Mr. Jailal: I cannot agree with that.

The Chairman: Does the hon. Member wish to press the amendment?

Mr. Correia: Yes, sir.

The Attorney General: I will just repeat that it will be somewhat foolish to press this amendment. The remedy is to delete the whole clause.

Mr. Carter: I believe the hon. Member (Mr. Correia) is trying to get this amendment through for fear that at the end of the year the original tenant might not get back the tenancy.

The Chairman: Will the hon. Mr. Correia read the wording of the amendment he proposes to make? Is it that the Committee shall not require a tenant to quit any such holding for more than a year?

Mr. Tello: That will be only an addition of words, but it is already provided for.

Mr. Lee: I think what the hon. Member (Mr. Tello) is trying to point out is quite obvious. He desires that the tenant should be able to sub-let within a year.

Mr. Correia: The amendment should provide that if an order is made giving judgment against a tenant (under section 29 of this Ordinance) that tenant should not be made to quit for more than a year.

Mr. Lee: I feel that many Members do not realize the importance of this. We are providing security of tenure and the tenant has a right to possession but his tenancy is only from year to year. If he commits any offence within the year he might be evicted at the discretion of the Committee. The hon. Member (Mr. Correia) is trying to say that if anything happens to a tenant within a year he should not be permitted to sub-let his holding without the consent of the landlord.

The Attorney General: The words proposed have been put in but they do not alter or affect what the clause says. Before the hon. Member considers this clause I would suggest that he considers the law restricting what a landlord can do with his propetry. Under certain conditions the tenant has no right to sub-let and before he does so he has to disclose to the landlord the terms on which he proposes to sub-let. After having restricted landlords, as I have said, we cannot allow tenants to deal with that land as they like. I have already pointed out that subclause (2) is uncommon in any lease. In all normal circumstances the landlord has to give his consent. If he behaves unreasonably subclause (4) comes into operation and the tenant can apply to the Assessment Committee to give consent. In interpreting subclause (2) one finds that if the landlord is unreasonable the tenant can also get consent from the Assessment Committee. I suggest to the hon. Member that nothing could be more fair, because the object of this law is to restrict what the landlord can do with his land. If we allow the landlord to do what he likes the rice industry would suffer; the landlord might hand over the tenancy to somebody else and make a profit on the transaction and that would not be in the interest of the rice industry.

Mr. Correia: I am satisfied with the Attorney General's explanation, sir, and I withdraw my amendment.

Mr. Rahaman: I am asking that subclause (4) be deleted because I feel that a landlord should have the right to sub-let to an approved person. I think that would be the best thing, otherwise we might have trouble-makers on an estate and we do not want that. A tenant might sub-let a small portion of his holding to a trouble-maker and cause very much regret to the landlord.

Sir Frank McDavid: I should like to point out what appears to be a printing error in this clause; the word "his" in the fourth line should be "its".

Clause 35, as amended, passed.

Clause 36, as printed, passed.

Mr. Lee: There is one thing in this clause—36—that should be explained for the benefit of the public and that is, there could be transfer of liability by a tenant.

Sir Frank McDavid: I am very sorry, but the clause has been already passed and I do not think we should pay any attention to what the hon. Member has said.

Mr. Lee: I will raise the point under another clause.

Clause 37.—*Bequest of agreement of tenancy.*

Mr. Rahaman: I think that when a person dies the tenancy should expire. I think that is both legal and fair.

The Chairman: Is the hon. Member in favour of tenancy for Crown lands expiring in that way—through death?

Mr. Rahaman: Not as regards freehold property, sir.

The Chairman: I am asking the hon. Member whether he would be in favour of a similar restriction being applied to the lease of Crown lands. I am just putting it to the hon. Member, because I think it would be a dangerous principle.

Mr. Rahaman: I beg to withdraw the suggestion, sir.

Mr. Lee: Clause 37, paragraph (a) reads:

> "(a) the legatee or the executor shall notify the landlord of the testamentary bequest within twenty-one days after the death of the tenant, unless they are prevented by some unavoidable cause from notifying him within that time, and in that event they shall notify him as soon as possible thereafter;"

According to the Deeds Registry Ordinance one has 30 days within which to deposit a will after the death of the testator. Therefore, I think this 21 days should be increased to two months in order to allow papers to be filed and signed by a Judge. I am trying to protect the tenant as regards any dispute between the executor and the legatee in case of death.

Mr. Jailal: In other phases of the Bill the tenant has to obtain the consent of the landlord. A good tenant may well have contentious children, and if we allowed this clause to pass as it is a landlord might inherit a good deal of trouble from his former tenant. I am suggesting that it would be better to make some provision that the prior consent of the landlord should be obtained. After all the land belongs to the landlord, and a tenant should not have the right to pass the tenancy on to another person without giving him an opportunity to approve or disapprove. It would avoid friction if a tenant had to obtain the prior consent of his landlord to his bequeathing his tenancy.

Sir Frank McDavid: I am glad Mr. Rahaman withdrew his amendment for the deletion of the clause, but he made use of one phrase on which I must comment. He said: "This is going too far," and the impression on anyone hearing or reading that statement is that it is something quite new which is being sprung on the Council in this Bill. This clause is word for word exactly what appears in section 11 of the existing Ordinance. It has been in force for the last 11 years, and although I have heard lots of complaints in my official life, I have not heard of any complaints against that section.

What we are trying to do is to encourage tenants to make good use of their holdings, and make them into real farms as far as possible. That is the aim, and it should be so in this country, and it is just because tenants do not have that sense of belonging, that they do not do it. A tenant ought to know, as he does under the existing law, that he can pass on the benefit of the tenancy to his son. To come to Mr. Jailal's point, his suggestion is that there should be some measure of exercise of judgment in the landlord as to whom the legatee is going to be, but the succeeding paragraph (b) implies that the transfer is to have the consent of the landlord, and here again it is a transfer by the executor

to whoever the legatee is, and the paragraph provides that "the transfer to give effect to the bequest shall be subject to the consent of the landlord which said consent shall not be unreasonably refused." However, if it is refused they would then go to the Assessment Committee who would hear the landlord, and of all the troubles Mr. Jailal has been talking about—how the widow is not a very nice person to have on the land—and if the Assessment Committee is satisfied that the legatee is not a proper person to have on the land, then the transfer would not be approved. The same thing applies to transfers between people who are alive.

As regards Mr. Lee's point—he dealt with the time allowed for the notice by the legatee or the executor, and referred to the fact that the executor has a certain period of time for depositing the will. In this instance I am not a lawyer, but a legatee or executor in these circumstances does not necessarily imply the person who actually obtains probate. It is not necessary for the will to be actually probated for notification to be given to the landlord by the executor. Do not let us imagine that it would take 60 days for all the necessary legal proceedings to take place in respect of the will. Although I do not object to 60 days I think it is of no effect at all.

Mr. Lee: The executor need not disclose to the legatee that the bequest has been made. If the executor neglects his duty the legatee would have the right, within 60 days, to see the will.

Sir Frank McDavid: For the benefit of the hon. the Attorney General who has just returned to the Council, I may mention that the hon. Mr. Lee has suggested the substitution of 60 days for 21 days, within which a legatee or executor shall notify the landlord of a deceased tenant's bequest. The main thing is that the landlord should know within a reasonable time. The suggestion of 60 days does not seem unreasonable in view of the arguments Mr. Lee has put up, but I feel that the landlord should be informed as early as possible after the death of his tenant, that there is a legatee who may have a claim to the holding, and a delay of 60 days seems too long. I think the suggested amendment defeats its own object by making too wide a gap.

Mr. Lee: I know of cases in which the executor did not notify the landlord. A legatee can summon the executor for the production of the will.

The Attorney General: Isn't a legatee or an executor protected by the words in paragraph (a)

> "unless they are prevented by some unavoidable cause from notifying him within that time, and in that event they shall notify him as soon as possible thereafter"?

That covers all other cases. Obviously, an executor should report as promptly as he can.

Mr. Lee: I will withdraw my amendment.

Mr. Jailal: As a further protection I would suggest that the landlord should be notified in writing. As the clause stands, a son might say to a landlord "My father is dead. I have a note which says that I must work the land." The son would contend that he has given notice to the landlord of his father's bequest, but the landlord might deny it before the Assessment Committee.

Sir Frank McDavid: I have no objection to the insertion of the words "in writing" after the word "landlord" in the second line of paragraph (a).

Amendment agreed to.

Clause 37, as amended, agreed to.

Clause 38.—*Certificate of non-observance of rules of good estate management or of good husbandry.*

Mr. Lee: I have seen no provision in this Bill for the enforcement of orders for damages made by an Assessment Committee against a landlord for non-observance of the rules of good estate management. Clause 51 which deals with procedure, states:

> "51. (1) Subject to the provisions of subsection (3) of section 3 of the Summary Jurisdiction (Petty Debt) Ordinance, any claim or other proceedings (not being proceedings under the Summary Jurisdiction Ordinances or proceedings before the assessment committee as such) arising out of this Ordinance shall be made or instituted in the Magistrate's Court.

[MR. LEE]

(2) A Committee shall have full powers to rehear any application and to revise any decision in any case in which, in its opinion, altered circumstances make it just that it should exercise such powers.

(3) The law and practice of the Magistrate's Court shall, subject to the necessary modifications, apply to any claim or other proceedings (not being proceedings under the Summary Jurisdiction Ordinances made or instituted under this Ordinance).

(4) Anything contained in the Landlord and Tenant Ordinance to the contrary notwithstanding, the jurisdiction of a magistrate under this Ordinance shall extend to all holdings irrespective of the amount of the rent."

In the Summary Jurisdiction (Petty Debt) Ordinance there is provision for the enforcement of judgments by a writ of execution and otherwise. A certificate issued by an Assessment Committee is not a judgment of a Court which can be enforced in respect of an order for the payment of damages by a landlord. A landlord can be prosecuted criminally for breaches of certain clauses of the Bill, but as regards an order for the payment of damages I suggest the inclusion of a clause for the enforcement of such an order.

The Attorney General: I appreciate the hon. Member's point. It has arisen already in connection with orders for compensation, and the hon. Member for Agriculture did not have the amendment to meet that yesterday. I should like an opportunity to look into the matter and to see whether clause 51 (1) covers it. If it is not sufficient I agree that we should insert a definite provision that orders for compensation or damages shall be enforced through the Magistrate's Court.

Mr. Lee: I accept that.

Mr. Jailal: At clause 38 (4), I would like to ask the hon. mover to explain to the Committee what is going to happen in respect of lands now occupied and which were broken prior to the coming into force of this Ordinance. Can the persons who broke those lands go to the Committee and ask for a valuation of their holdings?

Dr. Fraser: May I ask the hon. Member what he means by the breaking in of land: whether he means ordinary ploughing of land to obtain a crop?

Mr. Jailal: No. I am talking about making cane beds into rice fields, clearing forested areas to make them into rice fields or empoldering and doing everything necessary to make lands into rice fields. Where good savannah land has been ploughed and watered for rice planting, no Assessment Committee will ever accept that as breaking land. What I have in mind too, is the preparation of old yam banks or old cattle land on which a bulldozer has had to be used.

The Chairman: Does the hon. Member include bunderie land?

Mr. Jailal: Yes, sir. It costs $75 an acre to clear land by machinery; to give Members an idea.

The Chairman: What is meant by 'breaking in'?

Sir Frank McDavid: If Members will read subclause (4): these words are specifically used—

"Where land has been broken in for the cultivation of padi..."

So in that case we are dealing with lands which have to be cleared, and in this clause we are talking about breaking in. I myself am not quite clear whether the one includes the other.

I had hoped that when we come to this cause to invite the inclusion of a few words, "made fit for." Mr. Jailal, during the second reading, gave us a long history of the rice industry and while I intended to issue a few words of warning I omitted to do so. I wanted to say that history is a very difficult subject and any future historian who wanted to write the history of British Guiana by reference to what he read in the *Hansard* should be extremely cautious before he accepts the whole picture Mr. Jailal has given as the necessarily complete and true history of the rice industry. I hope he will forgive me for giving that description. I would not say he was deliberately unfair, but there are certain aspects of the industry which would have to be investigated very thoroughly and such interpretation would produce a picture very different from what Mr. Jailal said on that occasion.

However, he did talk quite a lot about

the procedure by which tenants had broken in lands in co-operation with landlords, and he himself gave some indication of what that meant. If I remember rightly, he described graphically that particular operation. Now here in this clause it is left to the Assessment Committee: they have got to assess the nature of the operation, to assess damages. It may not be the same operation in different parts of the country. Breaking in in Essequibo might be a different thing from breaking in on the Corentyne. It is a question of fact for the assessment of the Committee of what is the nature of the operation and therefore what can be the nature of the damage. One cannot be too precise in laws of this nature.

The Chairman: I do not want to be pedantic, but I think that the word is "break", not "break in." That is how I heard it first. Initially, it meant breaking the cane bed, as the hon. Member, Mr. Jailal, has said. So the phrase was often used, "I broke the land".

Sir Frank McDavid: Forgive me, sir, but the hon. Member, Mr. Jailal, had used the phrase "break in". I should continue by saying that my interpretation of the clause is that it can apply where the tenant claims compensation for breaking in land in the period before the coming into operation of this Ordinance. Is that what the hon. Member is asking?

Mr. Jailal: Yes. People who have broken their land since 1928 and 1932 would be able to get some benefit out of their undertaking now that land prices have caught up. Land prices today reflect to some extent the value of their labour. If I may be permitted, there is no clause in this Bill which exempts the owner of rice lands which have been broken in since in 1945.

Mr. Lee: If that is so, we are going to bring in all those lands which have been occupied and broken before 1945. Would it be right or wrong? I do not know what is the intention of the Bill.

The Chairman: No amendment has been moved. The question is therefore that clause 38 stand part of the Bill.

Agreed to.

Clause 38 passed as printed.

Clause 39.—*Re-allocation of lands by landlord.*

Dr. Fraser: Subclause (4) states:

> "An application under subsection (1) of this section shall be accompanied by a plan drawn to scale by a sworn land surveyor and approved by the Commissioner of Lands and Mines and the Registrar of Deeds showing the existing lots of the cultivation and the lots of the proposed re-allocation."

Is it not going to be rather too expensive to the landlord if the plan has to be approved by the Commissioner of Lands and Mines before he proceeds? If a small land surveyor is employed and he makes a plan the Committee would have it before them and there would be enough time to be sure about it. It seems unnecessary that approval should also be had from the Registrar of Deeds before the land can be re-allocated. It is time-wasting, and I am moving the deletion of the words "and the Registrar of Deeds" in the fourth line.

Mr. Lee: I was watching to see whether these landlords would let this pass, because if one engages a surveyor to survey his land he has to submit a plan to the Commissioner of Lands and Mines. As regards the aspect of approval by the Registrar of Deeds that is only for the purposes of housing, as he has to see that the plan is in accordance with the Deeds Registry Ordinance. If the 'Minister' in charge of the Bill is thinking of the resumption of land compulsorily and the details of the plan have to be submitted to the Registry in order to prevent certain things from occurring, then I will agree to it. Otherwise I will agree with my friend, Dr. Fraser.

The Chairman: The hon. Member, Mr. Lee, realizes, of course, that this clause deals with the re-allocation of land and not resumption. It is the next clause that deals with resumption.

Does the hon. Member, Dr. Fraser, accept Mr. Lee's suggestion that the purpose of taking a plan to the Registrar of Deeds is related to housing requirements and smaller matters?

Dr. Fraser: I only brought this up to see where the procedure can be shortened, but if it is the law, then I have no objection.

Sir Frank McDavid: I have no objection. I know that a plan has to be submitted to the Commissioner anyhow, so I do not think it would change anything if the words "Commissioner of Lands and Mines" remain.

Amendment put, and agreed to.

Clause 39 passed as amended.

Clauses 40, and 41 passed as printed.

Clause 42.—*Tenant desiring to secure additional land for cultivation of padi.*

Mr. Rahaman: I beg to move the deletion of this clause. Its principle is not in accordance with this Ordinance. If the tenant has the right to acquire additional land then I think the landlord should have the right also to acquire additional land. It is no use our letting—

The Chairman: The landlord has been given the right of resumption—in clause 40.

The Chairman: You say that the landlord should be given a right of resumption?

Mr. Rahaman: Yes; this is a new clause.

Dr. Fraser: I am a bit confused; aren't we discussing clause 40?

The Chairman: We are at clause 42 now; the hon. Mr. Rahaman has moved the deletion.

Dr. Fraser: I support the motion for the deletion of clause 42. This Bill is loaded with political dynamite; this clause is unfair and unjust to an important and responsible section of the community and I think it is unworthy of a Government which has the welfare of all the people at heart to permit a clause like this to appear on the Statute books of the Colony. The implications and ramifications of the clause are wide, because it interferes with the good relationship between landlord and tenant, and it also interferes with a wide variety of works and makes it more difficult for the private owner to administer his land. It will interfere with the Government's policy for extending rice cultivation and increasing the production of rice. It also tends to make much more difficult the general political atmosphere in the Colony. If one reads this clause 42—and with your permission I will read it, sir,—it says:

> "42. (1) Any tenant who desires to secure additional land for the cultivation of paddy may apply to the assessment committee in writing for leave to give his landlord notice to make available to him as rice land any land or any portion of such land which forms part of the landlord's estate and which is not then used or likely to be used for any purpose. The committee after giving the landlord an opportunity of making any representation he desires to make may, if it is satisfied that such additional land would be beneficially occupied by the tenant, and after considering any claims that may be made by any other tenant of the same landlord, grant the tenant leave to give the landlord notice to make such land or such portion of land available to him for the cultivation of paddy within such time as the committee shall specify. Such time shall be stated in a notice given by the tenant to the landlord....."

The object of this Bill is to ensure to the tenants a reasonable amount of security—and that is a very good object—but I submit that this clause goes very much beyond such an object. It infringes and interferes with the inherent right of private ownership. Moreover, it tends to promote and foster ill-will between tenant and landlord, because it gives any ne'er-do-well tenant the right to apply to the Assessment Committee merely to obtain more land. It causes the landlord to appear before the Assessment Committee time and time again—as often as any ne'er-do-well tenant feels he could bring him. This clause even goes further; subclause (3) states:

> "(3) Any landlord who refuses or neglects to make such land or portion of such land available to the tenant within the time stated in the notice referred to in subsection (1) of this section shall be guilty of a summary offence and shall, on conviction thereof, be liable to a penalty not exceeding five hundred dollars and to a penalty of ten dollars for each day in respect of which the offence continues.",

This is a most humiliating clause to any landlord, as it tends to destroy or undermine authority. For his own land he might

be made to appear before the Assessment Committee and be subjected to examination by any worthless tenant. That would not promote any good feeling, and it is only human that the landlord, in retaliation, would endeavour to get rid of such a tenant at the first possible opportunity. There is no excuse for this clause, as there is no national crisis of war where the exigencies of the moment might demand drastic conditions. Even in a much more civilized and developed country, like England, such conditions are not now found. During the war there was an Agriculture Development Committee for each county or district that appeared to be backward, but the onus is first placed on the landlord if it is found that he is not producing crops in a husbandlike manner. I do not know if the same conditions obtain at present, but that was so in a national crisis—during the war where the people had to survive. There is no national crisis in this Colony at present; therefore this clause is most unmoral and would not promote good feeling. It is unmoral because of the object underlying its introduction. It is not in the previous Land Tenure Bill of 1945, but reference is made to it at page 48, paragraph 59, of the Lee Committee report.

I have been endeavouring to arrive at some proper reason for the insertion of this clause but there is only one I can properly arrive at and that is, there is a desire on the part of Government to expand and increase rice production. But, sir, they are adopting an inefficient tenantry system in order to do so. It is inefficient because the tenant is unskilled in the use of tractors and other things necessary in the practice of good husbandry. He looks around and sees the same system of poor husbandry all around him and realizes that his fellow tenant has much more time through using mechanical equipment, and so he seeks employment on a sugar estate or some other place to supplement his income. The landlord is not concerned with the poor husbandry of his tenant. He receives the basic rent applicable to his reason and is precluded by other clauses in the Bill from either extending or resuming his own land for rice purposes where he would be able to set a much better standard of husbandry—one which by personal incentive produces more paddy per acre with better economic results. He is precluded in every clause from resuming land for rice cultivation. He could only resume land for other crops.

The system of drainage for rice land is, naturally, adapted for rice conditions and not for any other dry land crop that requires better drainage and would be impossible unless the landlord spends more money for improved drainage. Land adapted by drainage conditions for rice cannot grow any other crop but rice, so it would be foolish to expect that rice lands given to tenants would be able to grow anything else but rice. Government has not sought the co-operation of the landlords—Government is not helping the landlord to develop the land in order that it might become more economical to produce rice and extend production, or to improve cultivation standards for the benefit of the peasants in the rural areas or districts. That is a point I would specifically like to make—that whereas landlords have improved the standard of husbandry in some districts so that the tenants would have some better standard of cultivation to go by, Government has lost the opportunity to establish these improved methods. In their search for increased production they have encouraged an inefficient tenancy system of poor yields per acre, and uneconomical production, especially in view of the demand for rice for the West Indian markets.

The hon. Member for Agriculture was very much concerned about the remark made by Mr. Jailal last week--about the uneconomic nature of the rice industry. Mr. Jailal himself has had a long and practical experience in the rice industry and he knows that we have not been able to supply the West Indian markets with their full requirements in rice. Although there has been an increase in the acreage cultivated last year there was a drop in the yields. This year we have a greater increase in the acreage under cultivation, and the evidence is that we might still have a lower yield of rice. I would invite the hon. Member for Agriculture to consider the points I have raised and to withdraw this objectionable clause.

The Chairman: Before I ask the hon. Member for Agriculture to reply, I would ask whether any hon. Member wishes to speak on this clause.

Mr. Jailal: This is one of the clauses I referred to during the course of the second reading of the Bill as being objectionable and I am rather surprised to hear my hon. Friend (Dr. Fraser) speaking against it at this stage. Let us not forget that this Government is one with responsibilities and that we cannot shelve our responsibilities and throw them on the shoulders of other people. That is what we are seeking to do now—pushing our responsibilities with respect to land tenancy on the landlords. Government owns today nearly as much rice land as that owned by private interests, and I can name some of these lands that have been lying idle for a long time. We are not under pressure. There is absolutely no need to hurry to do this. Under this clause a tenant would be able to sit back for six years and pay a rental of $1. There is no protection for the landlord in this respect.

I do not want to appear to be a defender of the landlords, but this clause is a travesty of their rights. When this Bill becomes law landlords will no longer be anxious to retain their lands. Every landlord on the Essequibo Coast is anxious to sell his land to the Government. Of course it will be said that they are anxious to sell for the best price, but they are not even offered tbe best price. A proposal has been made to farm out to tenants at Leguan a certain estate which Government considered too extensive. A suggestion was made that the farmers themselves were prepared to buy it back if Government would purchase it, but it is still left in the hands of what is referred to as a rapacious landlord. After he has cleared the land at considerable expense some tenant will be able to say that he wants more land so that his son, who was probably not very successful at school, may be able to make a living from rice farming.

This clause is objectionable; it is wicked, and savours of a kind of socialism. It seeks to break down and to destroy; to ruin more than we are hoping to build. I therefore commend to hon. Members to throw it out, because it can do this country no good—not even the tenants themselves, because the landlords will see to it that they do not get those lands. When Government brings forward its Land Acquisition Bill I will suggest that lands which are lying idle should be taxed, but that unfortunate thing is going to happen to nobody else but the proprietors of rice lands. In the North West District there are lands which were put under coffee cultivation and forgotten; nothing has been done about them. But in this particular instance Government is introducing a peculiar kind of class legislation. It is worthless, to say the least.

Mr. Lee: I will say what was the effect of the evidence given before the Lee Committee, and then express my personal opinion. Tenants told the Lee Committee that there were lands available for rice cultivation which they could not get from the landlords, and they suggested that Government should seek power to enable them to rent holdings from such landlords. That was the evidence given, and the Committee reported accordingly. But I do not live in a totalitarian State; I praise God for that. I would prefer to depart this life. I tberefore do not think Government should have adopted the totalitarian attitude as proposed in this clause. If this clause is enforced there will be trouble even on the Government settlements, for there is no exemption of Governemnt estates in this clause. Some mischievous persons may get on a platform at Anna Regina and tell the people that there were three sections of land on the Government estate which they should demand for rice cultivation, and they would have to be rented those lands at $1 per acre for six years.

In the old days landlords allowed tenants a period of two years' grace for the breaking of new lands, after which they paid a rental of $5 per acre. Tenants thus secured what is described as goodwill in respect of the land. I regard Government's intention to compel landlords to rent new land at $1 per acre per annum as an attempt at forced labour, with which I will never be in agreement. I therefore cannot support this clause.

Sir Frank McDavid: I have listened

to a most intriguing argument since this debate began this afternoon. For hours I have listened with great patience to the hon. Member, Mr. Lee, insisting that we should adopt the recommendation of what we refer to as the Lee Committee.

The Chairman: Is the hon. Member, Mr. Lee, finished? I was about to say something.

Mr. Lee: I was not quite finished, but I will conclude my remarks in a few minutes. I have termed the purpose of this clause totalitarian; it is a totalitarian policy and I cannot agree with it. I think that in cases where land is not being beneficially occupied the District Commissioner should have the power to take the landlord before the Assessment Committee with a view to having such land taxed. That is no totalitarian method; it is used in democratic countries where lands which are not beneficially occupied are penalizsed by the imposition of special taxation. It is an indirect way of forcing a landlord to occupy his land beneficially.

The Chairman: Hon. Members, in this position I have to be rather careful, but I have no hesitation in saying that if I were in my accustomed seat I would have supported every word that has been said against this clause. Since I have had this position thrust upon me I have been careful not to exercise my vote, but I have made the same note that Government would find themselves in an embarrassing position if this clause is passed, because it is well known that on Government land settlements there are lands which are not occupied.

But my main object in speaking is to invite the attention of the hon. mover of the Bill and this Council to the fifth paragraph on page six of the Inter-departmental Committee's Report, and to ask that it be compared with the clause under discussion. In that paragraph the Inter-departmental Committee states:

> "Where, however, an estate contains an area of land suitable for rice, which is not being used for the main crop of the estate, there should be little difficulty in renting out the land under the normal provisions of the Ordinance, granting security of tenure to the tenants and charging an economic rent for the land. Provision has been made for the land to revert to the main crop if after a period of years the landlord so desires. It would be necessary to show good cause to the Assessment Committee, but if the reasons are sound there should be no objection on the part of the Assessment Committee. A good deal of land now lying idle could be put to profitable use if these provisions are wisely and carefully used."

It is true that to some extent that hangs on the question of lands which are in the main being used for other purposes, but the word to which I wish to invite hon. Members' attention is the word "suitable." I can find that word nowhere in clause 42 of the Bill. What I would like the hon. Member for Agriculture to explain, if he can, is this: Let us suppose that the proprietor of an estate which is devoted mainly to rice cultivation and is rented for that purpose, has other land either within the empolder or immediately outside the empolder, could anybody come along and say to him "You must make that land available to me for rice cultivation" whether it is suitable for rice cultivation or not? And would it be incumbent upon the landlord to provide the land with drainage and irrigation in order to make it possible for the tenant to cultivate rice? That is a point that has occurred to me.

We know of cases where a man owns a piece of land but does not empolder the whole of it. A tenant who occupies a portion of the land within the empolder says he wants some of the land outside the empolder for rice cultivation. Is the landlord to extend his empolder to take in that unempoldered piece of land? I am not referring to land within a drainage area or under the control of a Local Authority who provide the drainage system.

I am endeavouring to maintain an unbiased position and I do not propose to vote at any time as long as I occupy the Chair, so that the Government need not be afraid of my voting for or against it. I am not afraid to, but as long as I am in this position I shall never vote for or against the Government, although I have the right to vote.

Sir Frank McDavid: I think you have managed very astutely to maintain your unbiased position.

The Chairman: I hope the hon. Member will endeavour to answer my question.

Sir Frank McDavid: Just before you began to speak, sir, I was referring to the satisfaction which the remarks of Mr. Lee gave me, because I sat here for many hours during the debate in which he has been insisting that we should follow the recommendations of the Lee Committee's Report. Of all the recommendations in that Report this is the most famous or, in the words of Dr. Fraser, the most intriguing. It flows directly from the words used in the draft Bill submitted by the Lee Committee which are in a very large measure totalitarian. I do not know why Mr. Lee should assume that all this is wrong; that somebody called "the Government" is to blame for it, when he, Mr. Lee, is quite safe and secure from blame—if there is blame to be attached—merely because it flows from the evidence taken by his Committee.

The point that struck me during the debate was the emphasis which was laid on the two words "under pressure." There is no war now. But the whole reason for this Bill is because there still is "pressure"; there is substantial pressure for land, and rice land. That is the reason for repugnant legislation of this nature; it is because there is all this pressure for land. This clause is analogous to our general policy of trying to put into use land which is not in beneficial occupation. That is all there is to it. From the Reports which have been tabled Members know at any rate that it is the policy of Government to try to recapture land not being used, and to try to put it into beneficial occupation. Here is an oppottunity (which was seized by Mr. Lee's Committee) to get land quickly into occupation by direct means—not by the Government taking it over from the landlord who is not using it and passing it on to his tenant, but by directly bringing the landlord and tenant together and arranging that land not in use is properly used for rice cultivation.

That is all it is, and if Members look very carefully at the Bill they will see that a landlord is being given the right to resume for other purposes land which is now being used by rice tenants. If some other crop is more economical and a landlord wishes to embark on its cultivation, that would be good reason for his going to the Assessment Committee and establishing that he should have the land back for that crop.

It would be a matter, of course, for evidence, and that the Committee should be fully satisfied on the point. There it is, a provision for the satisfaction of the landlord. I do not know that it is quite so ill-considered. It says, and I am going to quote the words, "where land is not used and not likely to be used for any purpose." That is the first criterion.

Next comes the application that has to to made by the tenant—and not by any other person; there is already a relationship between the tenant and the landlord. It is the tenant who has got to apply and the landlord who has the land which is not used for any purpose; and moreover the clause provides this safeguard, that if the case is heard by the Committee, the Committee has got to be satisfied that the additional land would be beneficially occupied by the tenant. That is to say, he should (a) not have enough land already, and (b) he should be in a position to use the land satisfactorily. Again, the Committee has got to be satisfied that no other tenant can use the land better than the tenant who has made the application. So I do submit that there are lots of restrictions and limitations in this particular clause.

I myself feel that all this legislation is bad. There is no doubt about it. It cuts right across all the ordinary law about property as we used to know it when we were young. All these ideas about compelling landlords to do this or that with their lands are new developments, but very necessary developments; still no one can say he likes to be sitting down passing legislation of this sort. I do believe myself that there will be legislation of this kind which this Council might be asked to pass again before it dies, so I do not offer any apology whatever for bringing forward this particular clause to this Council. I am not standing behind Mr. Lee, but when this Bill was drafted it flowed from Mr. Lee. The Interdepartmental Committee adopted it, my

Ministry supported it, it went to the Executive Council where this matter was thoroughly discussed. As I see it, it is Government's policy. I do not know that I can usefully add more.

I know Your Honour has asked me two specific questions. There is nothing in this Bill or this clause which is going to make a landlord incur capital expenditure to develop and drain or irrigate land. We cannot interpret this particular clause in this way. I know what has been worrying Your Honour. Now, if a tenant applies for land and gets it, is his landlord going to be compelled to make it into rice land? Obviously not. The Bill provides for the renting of land that is not rice land at all, so we cannot imply that the landlord can be expected to take virgin land and make it rice land. I may not have answered the questions exhaustively, but I have tried.

Mr. Lee: May I tell the hon. Member, I forgive him because he is not a lawyer. As a lawyer I pay due regard to and draw my conclusions from the evidence led. As a public man I come here and say, I do not agree with this or that. So that when I signed the Report, it was on the evidence that was received.

Sir Frank McDavid: I cannot let that pass. When the hon. Member was appointed Chairman of the Committee it was not as a lawyer but because he was a person of sound and sane understanding who could write and make recommendations he could stand up to.

The Attorney General: I rise on a point of order. When Chairmen of Government Committees are appointed it is not expected that they would make recommendations they do not believe in. I would say very sttongly that I have never heard a weaker excuse.

Mr. Lee: I am surprised at the learned Attorney General, learned in the law, pointing out that a Chairman must carry his personal knowledge and principles to his Committee. Is the Committee just to take evidence and not to point out, "this or that is not right"? I am saying that the evidence outweighed, and any true person would have regard to the evidence and say "this or that is correct and should be put before Government".

Mr. Jailal: I wish to—

Dr. Fraser: The hon. Member for Agriculture pointed out that there is pressure on the land. He implies that there is a national emergency and therefore there is pressure on the land. That is the excuse for bringing forward this deplorable clause. Is the 'Minister' saying then, that the pressure on the land must be thrown on the shoulders of the landlord? It is the Government's business to provide drained land for people, and not for the private landlord to provide it. Government has failed throughout the years to provide drainage throughout the Colony and the landlord has been struggling for years under deplorable conditions to provide adequate drainage.

The 'Minister' knows that land which is drained for rice cannot be planted in any other crop because no other crop demands better drainage, so that no tenant taking rice land can turn that land into any other crop, nor can the landlord resume that type of land to put it in any other crop. It is impossible.

Most of the land in the Colony is undrained and is unsuitable for the planting of rice, and if any tenant says to a landlord—if this clause is passed—"I want this land as additional land," that landlord must provide a proper excuse for him not to get it. It is not reasonable that a law of this kind can go on the Statute Books of this Colony.

The Chairman: I propose to put the question.

Mr. Jailal: I would like to draw attention to the fact that Government has already implemented this idea in regard to the resumption of Crown land. Those are the things which the people were talking about in their evidence to the Lee Committee, not transported property.

The Chairman: The question is that clause 42 be deleted from the Bill.

The Committee divided and voted as follows:

For—

Mr. Sugrim Singh
Mr. Jailal
Dr. Fraser
Mr. Rahaman
Mr. Carter
Mr. Phang.—6.

Against—

Miss Collins
Mr. Correia
Mr. Lee
Mr. Telio
Mr. Farnum
Mr. Kendall
Sir Frank McDavid
The Financial Secretary
The Attorney General.—9.

Motion negatived.

Clause 42 passed as printed.

Mr. Lee: Sir, at clause 42 (3)—

The Chairman: Honourable Members should pay attention. Will the hon. Member, Mr. Lee, take his seat? The deletion of the clause was moved by Mr. Rahaman and this was supported by Dr. Fraser. On a division, the motion for its deletion was lost. I immediately then put the question that the clause stand part of the Bill. That was carried, no division being asked for; so there is no room for misunderstanding.

Mr. Lee: I am asking for the recommittal of the Clause so that I may move an amendment to subclause (3), for the reduction of the penalty stated therein to one hundred dollars, and two dollars for each day, instead of ten.

The Chairman: Permission granted

Clause 42 recommitted.

Sir Frank McDavid: May I ask what is the amendment given?

Mr. Lee: I suggest that the words in the fifth and sixth lines: "five hundred dollars and to a penalty of ten dollars for each day in respect of which . . ." be changed to "one hundred dollars and to a penalty of two dollars for each day in respect of which. . ." The offence continues.

Miss Collins: I support that.

Sir Frank McDavid: If we make it a penalty of two dollars for each day the offence continues that may well make the landlord go on for fifty days without doing anything about it, or ignore the order altogether.

Mr. Lee: Yes, it goes on for 365 days.

Sir Frank McDavid: The hon. Member has not got my point. If it is a question of land and the landlord is a fairly well-off person, he can say, "I can stand the penalty of two dollars a day in perpetuity". I entirely appreciate the hon. Member's point of view. I myself do not like having these heavy penalties, but if one makes a law one must make it possible for that law to be carried out.

Mr. Lee: Your Honour will see what I am pointing out. I do not know if the 'Minister' knows, but the landlord will pay. If he knows he is liable to pay $730 a year, does Your Honour think the landlord will continue that?

The Chairman: It might be worth it, especially if he is against it.

Mr. Lee: Then the question of the Land Acquisition Ordinance would come in.

The Chairman: For the continuation of the offence.

Mr. Lee: This is providing a penalty of $10 per day for a continuation of the offence and making the penalty $100.

Sir Frank McDavid: I will certainly accept that.

Amendment put, and agreed to.

The Chairman: It is now 5 o'clock; I do not know whether there are any prospects of finishing today.

Sir Frank McDavid: Can we not go back to any other half-finished clause and see how far we would get?

The Chairman: The question is whether we could go on a little longer with the hope of finishing some of these clauses today. We can go on tomorrow, but I do not know about the third reading

Sir Frank McDavid: No; I would not move that.

The Chairman: If Government has no other urgent measures we can consider, then we can defer the third reading.

Sir Frank McDavid: If there is some time left I would suggest that we might well finish this.

Mr. Jailal: I am sorry I cannot remain; I have to be out at 5 o'clock.

Dr. Fraser: I regret that it would be also inconvenient for me to stay; I have an engagement for a quarter past five.

The Chairman: Suppose we decide to go on until 6 o'clock tomorrow, wouldn't that meet hon. Members? We hope to finish this Bill and adjourn until next week in order to take the third reading. Tomorrow we have a meeting of Finance Committee which has started consideration of the Development Programme for 1956-60. I was wondering whether we could sit until 6 o'clock tomorrow with the understanding that if possible we will go on. I think the hon. Member for Agriculture is anxious to complete consideration of the Development Programme.

Sir Frank McDavid: I am however anxious to get on with this Bill tomorrow.

The Chairman: Is the hon. Member for Communications and Works anxious to go on tomorrow?

Mr. Kendall: Yes sir; I am anxious to go on—I am leaving the Colony on Tuesday next.

Mr. Lee: If the hon. Member for Agriculture is leaving on Wednesday and the hon. Member for Communications is leaving on Tuesday, I think the only suggestion is that Finance Committee should meet tomorrow and give them an opportunity to deal with the Development Programme.

The Chairman: Is that agreed? Then we will sit until 6 p.m. to morrow.

Council resumed.

Mr. Deputy Speaker: Council will now adjourn until 2 p.m. tomorrow.