# LEGISLATIVE COUNCIL

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

WEDNESDAY, 22ND 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**

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

*Nominated Unofficials*

**Mr. T. Lee**

**Mr. W. A. Phang**

**Mr. C. A. Carter**

**Mr. E. F. Correia**

**Mr. H. Rahaman**

**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.

**Mr. W. T. Lord, I.S.O.**—on leave.

**Mr. J. I. Ramphal**—on leave.

**Rev. D. C. J. Bobb**—on leave

**Miss Gertie H. Collins**

**Mrs. Esther E. Dey**—on leave.

The Deputy Speaker read prayers.

The Minutes of the meeting of the Council held on Friday, 17th August, 1956, as printed and circulated, were taken as read and confirmed.

EXECUTIVE COUNCIL MEMBERS LATE

**The Attorney General** (Mr. Wylie): Sir, before we proceed with further business I would like to tender to yourself and "floor" Members the apologies of Members of the Executive Council for not being here at 2 o'clock. Actually, I would like to explain that the Executive Council sat until 1 o'clock this afternoon, and that is the reason.

**Mr. Deputy Speaker:** Thank you.

## ANNOUNCEMENTS

**Mr. Deputy Speaker:** I have to announce that leave has been granted to the hon. Member, the Chief Secretary (Mr. Porcher) of absence from today's and tomorrow's meetings, and to the hon. Member, Rev. Mr. Bobb from today's, tomorrow's and Friday's meetings, if we should meet on Friday.

### PRESENTATION OF REPORTS AND DOCUMENTS

**The Attorney General:** On behalf of the Chief Secretary, I beg to lay on the table, the

Annual Report of the Director of Education, 1954-55.

**The Financial Secretary** (Mr. Essex): I beg to lay on the table:

Order in Council No. 50 of 1956 made under section 8 of the Customs Ordinance, Chapter 309 ,on the 25th day of July, 1956, and published in the Gazette on 18th August, 1956.

Order in Council No. 52 of 1956 made under section 8(b) of the Customs Ordinance, Chapter 309, on the 8th day of August, 1956, and published in the Gazette on 18th August, 1956.

## GOVERNMENT NOTICES

### CONFIRMATION OF ORDERS IN COUNCIL

**The Financial Secretary:** I beg to give notice of the following motions:

(i) "Be it resolved: That this Council in terms of section 9 of the Customs Ordinance, Chapter 309, confirms Order in Council No. 50 of 1956 which was made on the 25th day of July, 1956, and published in the Gazette on 18th August, 1956."

(ii) "Be it resolved: That this Council in terms of section 9 of the Customs Ordinance, Chapter 309, confirms Order in Council No. 52 of 1956 which was made on the 8th day of August, 1956, and published in the Gazette on 18th August, 1956."

## ORDER OF THE DAY

### Rice Farmers (Security of Tenure) Bill

**Mr. Deputy Speaker:** Council will resume consideration in Committee 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."

**Sir Frank McDavid** (Member for Agriculture, Forests, Lands and Mines): I beg to move that the Council resolves itself into Committee to consider the Bill clause by clause.

**The Financial Secretary:** I beg to second the motion.

Question put, and agreed to.

### COUNCIL IN COMMITTEE

**The Chairman:** The question is, that clause 9 (*Meetings of assessment committees*) stands part of the Bill.

**Mr. Lee:** Subclause (1) reads:

"Each assessment committee shall meet so often, at such time and at such place as the committee may deem expedient."

In my opinion it should he, as the chairman may deem expedient—not the whole committee—and I move that the word "chairman" be substituted for the word "committee" in the second line.

**The Chairman:** Does the hon. Member have any objection to the amendment?

**Sir Frank McDavid:** No, sir.

Amendment put, and agreed to.

Clause 9 (1) amended.

**Sir Frank McDavid:** May I draw attention to the circulated amendments, dated 25th July, at the penultimate line of page 1. The word "sections" should be substituted for the word "section" in the fifth line of clause 9 (6). It is merely a verbal correction.

Amendment put, and agreed to.

Clause 9 (6) amended.

**Mr. Lee:** In regard to the penalty to be imposed for not attending or co-operating with the Assessment Committees, my opinion is that we should follow Civil procedure. I therefore move that the words "one hundred" be substituted for the word "fifty" in the last line of subclause (7), thus raising the fine.

Amendment put, and agreed to.

Clause 9 (7) amended.

**Mr. Lee:** At subclause (9) I move that the words "make notes and" be inserted between the words "shall" and "keep" in the first line, as in clause 14.

I am asking for an amendment of this subclause (9) to the effect that the Chairman must make the notes of the proceedings for the purpose of record.

**The Chairman:** I think that if the hon. Member looks at clause 18 (1) he would see what is really meant.

**Mr. Lee:** I am asking for the amendment in any case. The Chairman might ask someone else to make the notes but that person might not be versed in such matters, and therefore it should be done as in civil cases where the Magistrate is compelled to make the notes himself.

**Sir Frank McDavid:** The subclause reads:

> "(9) The Chairman of each committee shall keep or cause to be kept a record of all proceedings brought before the committee and of the evidence taken and of the decision arrived at by the committee and of the members taking part in the proceedings."

I think it is only in a Magistrate's Court that the Chairman or Magistrate has to make the notes himself, but this does not mean that the Chairman has to keep a record of the proceedings. It implies that he has to keep notes and it goes on to say:

> "(10) Subject to the provisions of this section and of section 12 of this Ordinance each committee shall have power to regulate its own proceedings."

I am only trying to draw out the Attorney General, since the suggestion of the hon. Member (Mr. Lee) is that the clause be amended to provide for the making of notes by the Chairman, in spite of what has been said in subclause (9).

**The Attorney General:** The amending of this subclause is very deliberate, as there has been quite a lot of evidence in court proceedings — especially in appeals. The present law provides that the Magistrate or the Judge shall keep the notes of evidence. A Judge or Magistrate is not permitted to use a typewriter, so he has to write his notes. I have had a consultation with the Chief Justice about this system—to see whether a different system—a modern system of note-taking could be used locally. If anyone appeals and the presiding officer has to take the notes himself there might very well be some delay in the proceedings, and that is not very surprising in view of the circumstances in which the notes have to be taken. This wording has been put here deliberately so that the Chairman should have a Clerk to take the notes which, of course, have to be approved by the Chairman.

**The Chairman:** And the Clerk would be a person competent to take the notes.

**The Attorney General:** The most desirable procedure would be to have the notes typed as the person is giving his evidence. Whether we would get to it I do not know. One objection to the present conditions is that the notes of the presiding officer have to be kept by someone else.

**Mr. Lee:** If the amendments are taken as I have made them, I think we would get through very fast. The Chairman of the Committee would be a Magistrate and the Governor has the right to appoint any person to be Chairman. I do not only want the Chairman to be a Magistrate, but I want him to keep these notes. The record has to be kept by him, but this does not say that the notes have to be kept by him. I want him to take the notes so that he would not be able to say in case of an appeal that the notes were taken by "so and so". He might put down Mr. A's name as having given evidence—perhaps in two or three words —on a certain point, and it would be difficult to get an Appeal Court to accept an affidavit as to what evidence was taken. I want to avoid any conflict between the Assessment Committee and the Appeal Court. There must be words which would make it obligatory on the Chairman to take the notes. I do not want this procedure brought from England where the Judge or Chairman sits and the notes are taken. The Chairman must be responsible for the taking of the notes.

**Sir Frank McDavid:** I rise not to prolong this debate, but to draw attention to clause 26 which sets out what happens

[SIR FRANK MCDAVID]

when there is an appeal. It says (in part):

> "(3) Where the appellant has complied with the requirements of paragraph (b) of subsection (2) of this section within the time therein specified, the chairman of the committee shall, within twenty-one days after the written notice of appeal was lodged with him, transmit to the Registrar of the Supreme Court—
>
> (a) one copy of the evidence recorded by the Chairman of the committee, duly authenticated by his signature; ...

The words "recorded by the Chairman" are very important; they are the crux of the clause we are now considering. What is more is that the lesser act of taking the notes need not be done by the Magistrate who will be the Chairman. That will be done by his clerk whom we hope will be a judicial officer, but the record will be authenticated by the Chairman. He adopts the notes and they become the record. I think that the hon. Member (Mr. Lee) is overconscious about this particular matter.

**Mr. Lee:** I am saying that I want the Chairman to make the notes and not merely to authenticate the record. If a clerk takes the notes and the record goes to the Magistrate at say week-end, unless he has a marvellous memory he would not be able to say whether they are correct.

**Mr. Sugrim Singh:** I think we are really drawing a thin line in this matter. Clause 9 draws this distinction between "record" and "record of evidence". If there is any ambiguity, I think the section referred to by the hon. Mover of the motion clears it up. One copy of the record could be made by the clerk and duly authenticated by the Chairman. So far as I know, I do not think it is incumbent on the Chairman to take the notes for the record.

**The Chairman:** The Attorney General said deliberately that it is not incumbent on him to do so.

**Mr. Sugrim Singh:** If we look at the Ordinance we would see. If he does not take the record how is he going to authenticate it ?

**The Chairman:** I do not agree that this section is worded so that it is incumbent on the Chairman to take the notes of evidence. I think there is one reason behind Mr. Lee's amendment which he has not mentioned and that is, people in this Colony feel a great satisfaction when they see a Magistrate or a Judge before whom they are appearing, write down what they have said. I know that as a fact. On the other hand, I know of some Magistrates in the past who were unable to read their own handwriting. In a certain case which the hon. Member (Mr. Lee) knows, I remember that there was only one person in the office who was able to read the Magistrate's handwriting—and yet he was a very good Magistrate. There were embarrassing moments and delays in this respect. I now propose to put the amendment—that the words "make notes and" be inserted between the words "shall" and "keep" in the first line of subclause (9).

Amendment put, and the Committee divided and voted as follows:—

*For—*

**Mr. Jailal**
**Dr. Fraser**
**Mr. Rahaman**
**Mr. Correia**
**Mr. Carter**
**Mr. Phang**
**Mr. Lee.—7.**

*Against—*

**Mr. Sugrim Singh**
**Mr. Tello**
**Mr. Farnum**
**Mr. Kendall**
**Sir Frank McDavid**
**The Financial Secretary**
**The Attorney General.—7.**

Amendment negatived.,

**Mr. Rahaman:** I desire to move an amendment to subclause (8)—for a reduction of the fine mentioned therein. I am asking that the sum of $250 be substituted for the sum of $500.

**Sir Frank McDavid:** I hope the hon. Member would not press his proposal, because this is a specific offence in this Bill although it is a general offence otherwise.

Amendment withdrawn.

**Mr. Lee:** As regards subclause (10), I think regulations should be made to regu-

late the proceedings of the Assessment Committee so that a tenant moving from one part of the country to another—say from the West Coast, Berbice, to the Corentyne Coast—would know what proceedings they would have to follow before the Committee.

**The Chairman:** Regulations made by whom?

**Mr. Lee:** By the Governor in Council. We might have the Assessment Committee saying one thing and the Magistrate saying something else as regards the proceedings. I think the matter should be regularized and the proceedings laid down definitely by the Governor in Council or some other body.

**The Attorney General:** I agree with the hon. Member (Mr. Lee) that there might be some general matters in respect of which regulations might be necessary, and I suggest that the words and comma "and of any regulations made under this Ordinance," be inserted between the words "Ordinance" and "each" in the second line of paragraph (iii) in this subclause. The Governor in Council is given power to make Regulations to carry out the provisions of the Ordinance.

**Mr. Lee:** I will accept that. I think we have come back to the same point. An Assessment Committee in Berbice cannot add or subtract from any Regulations which lay down the assessment procedure. I am suggesting that there should be a regular procedure in every district. If Committees are permitted to make Regulations governing their own proceedings I think that would be a wrong procedure.

**The Chairman:** Will the hon. the Attorney General please look at clause 51?

**The Attorney General:** The hours of sitting may be peculiar to the Committee's district.

**Mr. Lee:** Clause 51 (3) does not clarify the point. Subclause (10) of clause 9 gives an Assessment Committee the power to regulate its own proceedings, and for that reason it can vary the practice and procedure of a Magistrate's Court. If each Committee is given the power to regulate its own proceedings, would there be uniformity in the proceedings of the Assessment Committees?

**The Chairman:** That is why the hon. the Attorney General has suggested the addition of the words "and of any regulations made under this Ordinance" between the words "Ordinance" and "each" in the second line of subclause (10).

**Mr. Lee:** I accept that.

Clause 9, as amended, agreed to.

Clause 10.—*Appointment of officers, servants and payment of allowances and expenses to members of assessment committees.*

**Mr. Correia:** I move the substitution of the word "shall" for the word "may" in the sixth line of this clause.

**Sir Frank McDavid:** That is quite wrong. The word "may" connotes all that is necessary in a provision of this nature.

The Committee divided and voted:

*For—*

**Mr. Jailal**
**Mr. Correia**
**Mr. Lee.—3.**

*Against—*

**Mr. Sugrim Singh**
**Dr. Fraser**
**Mr. Rahaman**
**Mr. Phang**
**Mr. Farnum**
**Mr. Kendall**
**Sir Frank McDavid**
**The Financial Secretary**
**The Attorney General.—9.**

Amendment negatived.

Clause 10 passed as printed.

Clause 11.—*Powers and duties of Committees.*

**Mr. Lee:** Paragraph (1) entitles an Assessment Committee to exercise "any power or duty incidental to the carrying out of any such power and duties," but I see no provision giving a Committee the power to enforce its orders. If, for instance, a landlord or a tenant refuses to carry out an order of an Assessment Committee, what power has the Committee to enforce that order? A landlord may refuse to produce his books. There are penal clauses under which a person

[MR. LEE]

may be fined $50 or two months imprisonment, but I see no provision whereby the Chairman of an Assessment Committee can sign a warrant to commit to prison a person who fails to pay the fine. There should be some provision for the enforcement of these penal clauses.

**The Attorney General:** Would the hon. Member point to any clause which empowers an Assessment Committee to impose a fine of $50 on any person, with an alternative of two months' imprisonment?

**Mr. Lee:** We have just passed a clause in which I suggested that the fine should be $100. I refer to clause 9 (8).

**The Chairman:** The hon. the Attorney General has asked the hon. Member to point to a clause which gives an Assessment Committee the power to impose penalty.

**Mr. Lee:** All proceedings will go before the Assessment Committees.

**The Attorney General:** Does the hon. Member, who is a lawyer, tell this Committee that a clause which says that a person who wilfully gives a false statement to any question material to the subject of investigation in the course of any proceedings before an Assessment Committee, shall be guilty of a summary conviction offence, gives the Committee the power to hear the charge and impose a penalty on such a person? The clause which the hon. Member has just read states that a person who does these things shall be guilty of a summary offence and is liable to conviction thereof and a fine of $50. The question I ask the hon. Member is, whether he is, as a lawyer, putting it to this Committee that that means that the Rice Lands Assessment Committees can convict people for summary offences.

**Mr. Lee:** That is what I am trying to point out to this Government. If a person refuses to give evidence necessary before the Assessment Committee he can be prosecuted before that Committee or before a court.

**The Attorney General:** I take it that the hon. Member is aware that there is on the Statute Book a Summary Procedure Ordinance dealing with such offences which are tried by a Magistrate in a Magistrate Court.

**Sir Frank McDavid:** So far as the question raised by the hon. Member is concerned, where a person is required to give evidence and fails to do so there should be some sanction of power to proceed and power should be invested in the Committee, there is no such sanction, but in clause 16 specific power is given to the Committee to proceed. In other words, if the landlord or agent deliberately fails to give evidence it is also certain that the case is going to go against him by default, because the Committee is going to be saying no, and it would be at their discretion to issue a certificate.

**Mr. Lee:** I am only trying to draw the Government's attention to it. I am not asking for any further amendment. They say that it is in order; let them proceed.

**Mr. Rahaman:** I am asking for the deletion of subclause (c). As Chairman of a Local Authority for 16 years I can tell of the trouble we have in the villages. Some of the lands are swamped; at the time of planting people would go and open the sluices and flood their area. We cannot perform miracles by getting the land drained in a few hours—drainage sometimes takes days. I would like to know who is the responsible party in such cases: is it the Drainage Board or the Local Authority, the landlord or the tenant? This I think is a dangerous clause. It may not be the responsibility of the landlord when the rice is under water for weeks and no drainage can be got.

**The Chairman:** If the Local Authority or the Drainage Board is responsible the landlord would not act for it.

**Mr. Rahaman:** This clause states it is the landlord—not the Local Authority or the Drainage Board—and I am asking for the deletion of this clause.

**Mr. Lee:** If the landlord is to charge for drainage and irrigation and the like, he should protect the tenant. My friend has got the squeeze. He knows that he as a

landlord would be liable to the Committee for a tenancy that has been swamped out, even though it is not due to his own fault.

**Mr. Rahaman:** The landlord dares not touch the outlet kokers or he would be charged. People who have high lands go at night and open the intake kokers to irrigate their lands.

**The Attorney General:** May I help the hon. Member by saying that in subclause (c) the landlord is responsible for his own acts and not for those of the Drainage and Irrigation Board or anyone else; he is liable under this for damage to a sluice, or non-observance of any of the conditions of good estate management. Where he has to execute works for which the Government or the Local Authority is not responsible, all he has to do is to make sure the tenant pays for it. In other words in those areas with which the hon. Member is concerned, he is only responsible for his charges.

**Sir Frank McDavid:** I would like to supplement what the Attorney General said by bringing to hon. Members' notice that paragraph (c) of clause 11 merely sets out the power and duty of the Assessment Committees, but the real question of assessment in regard to the non-observance or otherwise of the rules of good estate management derives from clause 38. In that clause, the tenant may apply to the Assessment Committee for a certificate if the landlord has not been observing the rules of good estate management, and secondly, the landlord may apply for a certificate that the tenant has not employed the rules of good husbandry. It is all in 38 and it is in 38 that the Assessment Committee will fix damages. So that paragraph (c) is not vital to the issue of power which the hon. Member is trying to bring up. May I say at once that it is quite improper in this existing law suddenly to remove at the stroke of a pen in this way this type of provision because of the criticism which the hon. Member has levelled at the Drainage Board.

**Mr. Rahaman:** I was bearing in mind the fact that there are some fellows who would go to court at every little thing. That is my experience.

**The Chairman:** Does the hon. Member wish me to put his amendment? The question is, that clause 11 be amended by the deletion of subclause (c).

**Mr. Rahaman:** I withdraw it, sir.

Amendment withdrawn.

**Mr. Lee:** I will deal with paragraph (d). The provision it seeks is unfair.

**Sir Frank McDavid:** These are merely the powers of the Assessment Committees, and if the hon. Member wishes to criticize the actual conditions under which they are allocated, he may do so; this only sets out what the Committee may do. But if the hon. Member wishes to attack the principle he must wait until clause 39 is being considered.

**Mr. Lee:** I am attacking the principle, and I am moving the deletion of the paragraph. It says:

> "to grant certificates of non-observance of rules of good estate management or of good husbandry."

If a landlord's land near the public road is occupied by his relatives and he wishes to reallocate his land in their favour by giving them additional land at the back, occupied, on the other hand, by ordinary tenants, he can ask his tenants at the back to take up some other area which has little facilities for the transportation of padi and poor yield. The land occupied by his relatives may be better in facilities than that occupied by the tenants and he can use in his argument for reallocation that his tenants are not observing the rules of good husbandry—and the Committee can grant him a certificate. That is unjust and inequitable. The tenant can also go to the Assessment Committee and ask for a reallocation, giving him land which produces more bags per arce than the land which he is tenanting.

**Mr. Jailal:** I cannot see that deleting it would serve any useful purpose. The landlord must be able to reallocate his land, and if he cannot do that, he will not be able to make proper provision for mechanisation. The hon. Member is quite wrong. He knows it is sometimes necessary to 'regroup' the land. The position is very well clarified in clause

MR. JAILAL]

39 (1). Nobody expects that a landlord will be allowed to push a tenant back into the bush in order to give land to his relatives.

**The Chairman:** It can make for more efficient production.

**Sir Frank McDavid:** I think one of the greater evils is extensive fragmentation. As I happen to know, on a single estate a man can have two acres here and one acre about a mile away. If the hon. Member will turn his attention to clause 39 (1) he will see that the provisions set out there for such reallocation are not only clear, but extremely equitable. It states:

> "A landlord who desires to re-allocate the holdings of his tenants into single blocks may make application in writing to the assessment committee of the area in which the holdings are situate for leave to give his tenant notice of his intention to re-allocate the holdings. The assessment committee, subject to the provisions of this section, and after giving any other tenant of the said landlord an opportunity of making any representations he may desire to make, may, if it is satisfied that the application is made in good faith and that, having regard to the scattered nature of the holdings and any other consideration which the assessment committee considers relevant, it ought to be granted, give leave to the landlord to re-allocate the holdings aforesaid."

Therefore it is hedged around by safeguards, and one of the three safeguards is good faith. No Assessment Committee is going to permit a landlord to apply merely on the ground that he wants to give his land to some relative and to push him far away. I think we should leave it to the Assessment Committee to exercise some judgment in what is a very proper provision in a Bill of this nature.

**Mr. Lee:** I will not press the amendment, sir.

**Dr. Fraser:** I should like to ask for the deletion of paragraph 11 (j). Subclause 42 (1) is relevant to this clause and I should like to ask that it be taken now.

**Sir Frank McDavid:** May I give an undertaking that this clause will be recommitted and that the hon. Member (Mr. Lee) will have an opportunity of convincing the Council that subclause (1) is undesirable.

Clauses 11 to 13 passed as printed.

Clause 14.—*Hearing of application.*

**Mr. Lee:** I should like to refer to subclause (4) which reads:

> "(4) The committee may take into consideration any relevant facts which were found to be proved in some investigation under section 12 of this Ordinance, notwithstanding the absence of formal proof of such facts:....."

I think that formal proof is necessary. Let us assume that an Assessment Committee holds a meeting in Georgetown and we have to apply for a copy of the proceedings in order to show the Magistrate that the house of a certain farmer was seized previously. If we do not get a copy of the proceedings the plaintiff in the matter might say that he had no knowledge of the incident. I am asking for the deletion of the words "notwithstanding the absence of formal proof of such facts." so that the Committee might take into consideration the question of formal proof of evidence.

**Sir Frank McDavid:** Let us not assume that there is nothing to facilitate the proceedings of the Committee. As the hon. Member knows, the First Schedule sets out certain elements which include the zone in which the holdings happen to be, and the nature of the soil. Secondly, it is based on a priority of the drainage rates and, thirdly, on the estate charges of the whole estate. If one tenant of a single estate applies to the Assessment Committee for a certificate of the basic rent, all these factors are taken into account—the kind of soil, the basic rent and the rates for the year—all composite facts relating to every holding in that same estate. Nevertheless, Mr. X might, out of sheer ignorance or cussedness, appeal against the Committee, and it would be a sheer waste of time for a record of the proceedings to be established in solemn form before a Committee in the manner in which the hon. Member is suggesting, because the Committee would have determined all these facts already and where these facts are established it is not necessary to have further formal proof. Indeed, I am hoping that these appeals would be far and few between. I

think that if one tenant appeals the moment he does that all the relevant facts would apply to all the tenants on the estate. I hope the hon. Member would not press this amendment.

**Mr. Lee:** If that is the explanation, sir, we have to accept it.

Clause 14 passed, as printed.

Clause 15.—*Inspection of holding.*

**Dr. Fraser:** I beg to move an amendment of this clause by the insertion of the words "a landlord or" between the words "require" and "any" in the first line. It should be remembered that the land is not owned by the tenant; he only has an interest in the lease.

**The Attorney General:** The person who has a right to possession under the lease is the tenant, and he is the person to permit the inspection when required to do so. The landlord has given up possession to the tenant.

**The Chairnam:** I think Dr. Fraser's point is that the Committee might not be able to get access to the holding except through the landlord.

**Sir Frank McDavid:** I think we might compromise by adding after the word "tenant" the words "or where necessary any landlord..."

**The Chairman:** I think there ought to be some amendment and that the hon. Member (Dr. Fraser) is very right.

**Dr. Fraser:** The landlord is responsible for the dams in or out of an estate. It is possible that the Committee might want to get into a particular holding and might find the gate locked. In most cases one would wish to see the landlord proper.

**The Attorney General:** I think we could just insert the words "or landlord", but that does not altogether cover the hon. Member's point. All that is required is for the tenant to enter the holding. It does not necessarily mean that the land lord would be permitted to go somewhere else.

**The Chairman:** I think we should defer this clause for further consideration.

Agreed to: Clause 15 deferred.

Clause 16 passed as printed.

Clause 17.—*Witness expenses: Costs.*

**Mr. Lee:** Being a lawyer, I must see whether this Council would not permit fee to counsel to be awarded on the hearing of any application. If this Council could reimburse anyone for paying fees to a lawyer I think it should be done here, and I ask that this clause be amended to include the words "fee to counsel" under the heading of costs.

**Mr. Tello:** I do not think the hon. Member should introduce an amendment of that sort. I do not think he should use this Council in order to seek fees.

**Mr. Lee:** The hon. Member (Mr. Tello) is a layman and does not speak legal language. An applicant before the Committee would have the privilege of retaining counsel and fees would have to be paid. The Magistrate has a discretion to award fees in such applications and the Chairman in his discretion would be able to grant out-of-pocket expenses to witnesses, therefore I am asking that he be permitted to add fee to counsel to those costs where necessary.

**The Attorney General:** I do not think that in legislation of this kind it is intended to protect persons concerned in setting up a tribunal like this. I think it would be an unusual provision and it would work out very hard on a tenant if a more or less fashionable counsel is retained by a tenant and a landlord has to pay the fees.

**Mr. Lee:** I am not satisfied with the explanation and I am going to insist that the words "fee to counsel"—meaning Solicitor or counsel—be included in clause 17 (1).

Amendment put, and the Committee divided and voted as follows:—

*For—*

**Mr. Sugrim Singh**
**Mr. Correia**
**Mr. Carter**
**Mr. Lee.—4.**

*Against—*

**Dr. Fraser**
**Mr. Rahaman**
**Mr. Tello**
**Mr. Farnum**
**Sir Frank McDavid**
**The Attorney General.—6.**

Amendment negatived.

Clause 17 passed, as printed.

Clause 18.—*Record of Committee's decision; Certificate of maximum rent.*

**Mr. Correia:** After the word "chairman" in the second line of subclause (1), I move the insertion of the words "or acting chairman."

**Sir Frank McDavid:** That is one of a few verbal amendments which were included in the letter sent by the Rice Producers' Association. The inclusion of the words suggested by the hon. Member is not necessary, as "chairman" includes an acting chairman.

**Mr. Lee:** The reason for the amendment is very clear. Let us suppose that the Chairman becomes ill after summoning a meeting of the Committee. The Governor would appoint a member to act as Chairman, but such a person would have to sign a certificate of assessment as "acting Chairman." The interpretation clause defines "chairman" to mean "the chairman of an assessment committee."

**The Attorney General:** The answer to the question is in the Interpretation Ordinance, Chapter 5, section 37 (2) which reads:

> "37(2) If the Governor, in the absence or incapacity of any person holding any public office, appoints any person to act in that office, the person so appointed shall, during his tenure of the office, have and exercise all the powers, authorities, rights, and privileges, and perform all the duties appertaining thereto, and all acts, matters, and things done and performed by that person during the temporary tenure shall be as legal and valid as if done and performed by an officer entitled to hold that office permanently."

**Sir Frank McDavid:** The words "acting chairman" are used in clause 9 (4) to make the position quite clear. Subclause (4) reads:

> "9(4) All matters and questions shall be decided by a majority of votes. In any case in which the voting is equal the chairman or the acting chairman shall have an original and a casting vote."

Quite obviously, the intention there is to make quite sure that any other person who is acting as Chairman has a casting vote even if he is a member of the Committee itself.

**The Chairman:** What is clear is that the members of an Assessment Committee cannot themselves appoint a Chairman. It is necessary to have a Magistrate.

**Mr. Lee:** A Magistrate is not necessarily a legal man.

**The Chairman:** Except in the bad old days, as some people refer to them, when there were lay Magistrates, but Magistrates are now legal men.

**Sir Frank McDavid:** I hope the hon. Member is satisfied with the Interpretation Ordinance.

**Mr. Lee:** If the Chairman becomes ill and the Governor appoints someone to act—,

**The Chairman:** The acting Chairman has full powers.

**The Attorney General:** I move the deletion of the figure 1 and brackets after the figures 18 at the beginning of the clause.

Clause 18, as amended, agreed to.

Clause 19 passed as printed.

Clause 20.—*Effective date of first certificate.*

**Mr. Rahaman:** The reaping of the padi crop will be started in the next three weeks. Will the hon. Member for Agriculture explain what will be the position as regards rents, or when this Ordinance will be put into operation?

**Sir Frank McDavid:** When the Council passed the Resolution which continues the existing Ordinance until the 31st of October, 1956, we agreed that this new legislation should have application as from the crop year which began on the 1st of May, 1956. We published this Bill in full on the 30th of April, 1956, so that everyone should know what is in it. The fact that padi is going to be reaped shortly is not relevant. The payment of rent is not due until the 31st December, and I can assure hon. Members that arrangements have been made to put the Ordinance into operation almost immediately after it is passed. As regards the appointment of Assessment Committees, all that will happen is that the landlord decides what is the actual amount of rent, and the tenant can appeal against it if necessary. The moment the Ordinance is enacted the landlord decides what the rent is. I can assure hon. Members that there will be no difficulty, and that most landlords will get their rent before the 31st December.

Clause 20 put, and agreed to.

Clauses 21 and 22 passed as printed.

Clause 23.—*Permitted additions to basic rent.*

**Mr. Lee:** I do not think it is fair to require a tenant to pay an additional 5 per cent. on his basic rent. It is true that landlords are liable to pay interest on drainage and irrigation and other rates if they are not paid on a certain date, but if a tenant pays his rent on the due date why should he have to pay an additional 5 per cent?

**The Chairman:** Subject to correction, I think that drainage and irrigation rates, if not paid by a certain date, carry interest at six per cent.

**Mr. Lee:** Assuming that the landlord pays his rates when they are due, and his tenant pays his rent by the due date, why should the tenant have to pay an additional 5 per cent?

**Sir Frank McDavid:** The five per cent. does not relate to interest at all. If the hon. Member had studied the Report of the Inter-departmental Committee he would have seen the reason stated at the bottom of page 3 of the printed Report. The paragraph reads:

> "A tenant renting a farm within a declared drainage and irrigation area should contribute towards the rates which are assessed upon the land. The rates shall be assessed on the whole estate of a landlord, but it is usual that tenants, in renting their farms, pay basic rent only on the actual area of their farm. The landlord has however to provide within the estate certain reserve lands for irrigation canals and drainage trenches. Thus, a landlord when summing up the area of all tenancies, does not obtain rent over the total area of land which truly pertains to that farm land rented out in tenancies."
>
> "The porportion of land in an estate so reserved varies. We examined a number of available statistics and recommend that in the first instance the figure of five per cent. can be taken as an average of most estates."

So that five per cent. is added in order to reimburse the landlord for the amount of land which has to be used up in canals and trenches, and which of course applies to the estate as a whole and all the tenants. The landlord is only recompensing himself for rates which he has to pay on land which cannot be rented, but nevertheless is common to the whole estate.

**Mr. Lee:** It has happened before and it will happen again. As soon as this Bill becomes law landlords will increase the area of their tenants' holdings to the edge of the dams, because their oxen are kept on the dams, so that the tenants have to pay rent for land beyond the actual area of their cultivations. I therefore do not think it is reasonable to ask a tenant to pay an additional five per cent, except as interest when he does not pay his rent by the due date. The Appeal Court has ruled that a tenant has to pay his rent as soon as he removes his padi.

**Sir Frank McDavid:** There is nothing in this Bill to that effect. Of course it is so in the existing law.

**Mr. Lee:** There is nothing in this Bill which prevents it.

**The Chairman:** What is the hon. Member reading from?

**Mr. Lee:** I beg your pardon, sir. I am reading from a clipping, I cannot say from what paper it is.

**Mr. Luckhoo:** If the hon. Member looks at the back of the clipping he will see that Maggie and Jiggs are there; then he will know what paper it is.

**Mr. Lee:** The "Graphic". But I have not got the date. It says that the tenant cannot remove his padi until he has paid his rent. Before he removes his paid he has to pay his rent. I think the hon. Member in charge of the Bill should delete those things and bring in a proviso whereby if the rent is not paid within the said date an interest of 5 per cent. will be charged, as the landlord has to meet his obligations.

**Mr. Luckhoo:** In the appeal case to which the hon. Member, Mr. Lee, just referred, the position was, that before paying the rental which was due the tenant removed the padi. As a result of that the Appeal Court held that the landlord had every right to serve notice on the tenant to deliver possession of the land. I appeared for the appellant, and in the course of this case the Court took the view that it created great hardship on the person to whom the rent was to be paid, and on that score possession could be sought. The learned Judge in the course of the hearing said he hoped there would be a complete revision of the law relating to all these things.

**Sir Frank McDavid:** I am afraid the argument has got completely confused. It has got to the question of the liability of the tenant not to remove the padi until he has paid his rent. In Chapter 251 of the existing laws in this particular respect there is provision restricting the tenant not having paid his rent from removing his padi. In other words, the landlord is entitled to take the tenant up for possession if he removes his padi before paying the rent due. But let us forget about that and go back to the question of the land itself. This is a simple provision. All it means is that where an area is 1,000 acres it can be assumed that if it is well-drained it is comprised of canals and dams, middle walks and side walks amounting to some 50 acres. If it is divided into 100 10-acre blocks, it is quite obvious that unless the landlord gets something for the 50 acres that are tied up in canals and drainage he would be rather embarrassed by what he is charged for drainage rates. This is to let the landlord charge at 5 per cent. the proportion applicable to his tenant's holding. It does not produce any income for the landlord, but they are paying for the facilities serving them and it is completely fair. I cannot understand why the hon. Member is attacking this.

**Mr. Lee:** If the landlord rents only the planting area, that is, from the commencement of the area under which rice is planted, right on, the tenant cannot carry his bull on the dam, but the landlord will tell him, "you are permitted to carry your bull on the dam and you have to pay me rental for that dam and for the trench, because you are crossing the trench." He would have to pay for unoccupied lands, lands which are not planted with rice: that is what I am saying. If the Member in charge of this Bill feels it is right, I will not say anything further, only that the tenant will insist and I have a voice to advise them. One only pays for the occupation of rice lands which he is planting, and of course, he has to pass his bull over the dam. We cannot impose a toll on him for that.

**The Chairman:** Is the hon. Member pressing the point?

**Mr. Lee:** No, I am not pressing the point.

**The Chairman:** The question is therefore—

**Sir Frank McDavid:** I have an amendment to subclause (1) paragraph (d), sir. In lieu of the printed words in the Bill, substitute:

> "an amount in respect of estate charges if any which shall not exceed the appropriate amount set out in the fifth schedule to this Ordinance."

The difference is quite clear; in the printed paragraph no landlord can get estate charges at all until he first makes application to the Assessment Committee and gets a certificate. Quite obviously that will take an enormous amount of time and the provision therefore is intended to enable the landlord to make a claim, having regard to the maximum which is

put in the Schedule. It is quite conceivable that very many landlords will claim too much, and it is equally conceivable—

**Mr. Lee:** Where is this?

**Sir Frank McDavid:** On page 10 of the Bill, the first paragraph, (d). It is conceivable as well that the tenant will consider the amount claimed too high. They will appeal, but let them appeal. When once the estate charges are set, they will be set for the whole estate, and while for the first few months appeals to the Assessment Committees will be based on this entirely alone the business will settle itself reasonably quickly. However, as I said, the amendment is to allow the landlord to make his own claim for estate charges, having regard to the maximum fixed in the Schedule.

**Mr. Rahaman:** I am asking for an amendment of the Schedule.

**The Chairman:** The Schedule is not yet before the Committee.

**Sir Frank McDavid:** We have taken 4 already. I think it is proper to take them as we go on. I have no objection to the Schedule being taken now.

**Mr. Lee:** I think we should wait.

**The Chairman:** The Manual of Procedure says consideration of the Schedule follows consideration of the Clause. I think it has been done both ways.

**Sir Frank McDavid:** I take it you mean immediately after the Bill or after the clause. His point was, the passing of the clause implies the acceptance of the Schedule.

**The Chairman:** I have no objection to taking the Fifth Schedule now. Before we go to the Schedule, I do not know if the hon. Member, Mr. Lee, has followed clearly the amendment proposed in paragraph (d) of clause 23 (1). It is contained in the statement of amendments dated 25th July, 1956 which the hon. Member for Agriculture has circulated, at the top of page 2—a typewritten document.

**Mr. Rahaman:** The rates of estate charges described in the Fifth Schedule should be altered. The Schedule states:

| *"Type of estate* | *Rental per acre* |
|---|---|
| (a) Highly maintained, but not within an area declared under the Drainage and Irrigation Ordinance | $10.00 |
| (b) Highly maintained in an area declared under the Drainage and Irrigation Ordinance | $ 7.50" |

I would point out that where an estate is highly maintained, paying rent for drainage and irrigation and on which thousands of dollars have been spent by the owner to put in intake sluices and outlets and so on, within the drainage area, the rental per acre should be $10.00. In the other case, where the estate is outside of the drainage and irrigation area, it should be $7.50. I think the charges should be the other way around: (a) —$7.50 and (b) —$10.00, because, in the first case, coming under the Drainage and Irrigation Board the landlord will have to carry out all his internal works as that Board does not do these.

**The Chairman:** Who pays for the capital or main drainage and irrigation works?

**Mr. Rahaman:** Money is spent from C.D. & W. funds. To pay for these internal works some estate owners borrow money from Government, and up to this day I know some of them are still paying capital and interest.

**The Chairman:** What amendment does the hon. Member wish to propose?

**Mr. Rahaman:** I wish to suggest that (under Rates of Estate Charges in the Fifth Schedule) the retnal for (a) should be $7.50 per acre and for (b) $10 per acre.

**Mr. Jailal:** I should like to point out that under clause 23 (b) provision has been made whereby a landlord within a drainage area gets a certain figure plus 5 per cent. The differential is based on $2.50 per acre and that is the usual charge—all over the place. If a landlord provides the main works the tenant has to do the

[MR. JAILAL]

internal works and is entitled to have that average figure. If the landlord does not have to do the main works and he pays for them, the tenant has to repay him at the end of the year. Therefore, I cannot agree with the suggestion made. This $2.50 has been put in as an equaliser, and if the drainage rates go up this differential would go up also.

**Mr. Lee:** If the hon. Member looks at the form of receipt relating to basic rent, drainage and irrigation rates and so on—in the Second Schedule—he would see that an estate is allowed $2.50 per acre, but the reverse would apply if the amendment is accepted.

**Sir Frank McDavid:** I am going to suggest that the clause remain as it is, but the answer to the hon. Member's suggestion is quite simple. It is much more expensive to maintain an estate under (a), for the simple reason that the land owner has to provide all the main works. There are several estates in this Colony which are highly maintained but are outside a drainage and irrigation area. These rates recognize that fact and they therefore give an estate that is highly maintained but not in a drainage area the higher maximum.

**Mr. Rahaman:** I am not satisfied with the explanation given, sir.

**Sir Frank McDavid:** Then I will move my own amendment to the effect that the following be substituted for paragraph (d) of subclause (1):—

> "an amount in respect of estate charges if any which shall not exceed the appropriate amount set out in the fifth Schedule to this Ordinance."

Amendment put, and agreed to.

Clause 23, as amended, passed.

Fifth Schedule, as amended, passed.

Clauses 24 and 25 passed, as printed.

Clause 26.—*Appeal from Assessment Committees.*

**Mr. Lee:** An appellant from Essequibo or the Rupununi District is allowed 42 days within which to bring an appeal before the Full Court, because of the distance of such places from the City. I think that an appellant under this Ordinance should be allowed more than 14 days, and I therefore suggest that the word "fourteen" in subclause (2) be substituted by the word "twenty-one."

**Sir Frank McDavid:** I have no objection to that.

Clause 26, as amended, passed.

Clause 27.—*Statement as to basic rent to be supplied.*

**Sir Frank McDavid:** I have an amendment to move here. The clause as printed prescribes that a tenant may request a landlord in writing to supply him with a statement as to what is his rent. The object of the amendment is to put it the other way round—that is to say, that the landlord shall within 30 days of the coming into force of this Ordinance, indicate to all his tenants what is the rent he is claiming and in future he shall, not later than the 30th day of April in each calendar year, supply the tenant with such a state-statement in respect of the rent claimed for the next year. It is quite possible that with the coming into force of this Ordinance certain conditions set out in the Bill might change. The landlord might make his property a highly maintained estate, and it consequently becomes the duty of the landlord to inform his tenants at least within a year, what is the rent. This imposes on the landlord an obligation to notify the tenants within 30 days of the commencement of this Ordinance what the rent for the crop year would be, and in future to do so on or before the 30th April.

**Mr. Rahaman:** The estimates of the local authorities are not passed until May or June of any year, and I should like to know that a landlord would get the figures in in order to let the tenants know what they should pay.

**Sir Frank McDavid:** The hon. Member is accusing the local authorities of shelving the approval of their estimates, but most estimates are approved by January or February and I think there

is still time for the landlord to make calculations and let the tenants know. If in any particular case the landlord does not know what the tenant has to pay, all he has to do is to collect from the tenant the old rates and if there is any change he could send him an amended notice.

**The Chairman:** There are a considerable number of amendments and I shall have to put them in the proper order.

**Sir Frank McDavid:** I was going to ask for an opportunity to speak on them.

**Mr Chairman:** I am not sure that every hon. Member has got this typewritten copy.

Clause 27 (1) as amended, passed, the following being substituted therefor:—

> "(1) The landlord of any holding to which this Ordinance applies shall within thirty days from the date on which this Ordinance comes into operation supply the tenant with a statement in writing of the basic rent together with the additions thereto under section 23 of this Ordinance claimed by the landlord as the rent payable in respect of the holding. Thereafter, the landlord shall, not later than the 30th day of April in each calendar year, supply the tenant with such a statement in respect of the rent so claimed for the next ensuing year of the tenancy."

Clause 27 (2). paragraph (a), deleted, the following being substituted therefor:—

> "without reasonable excuse fails to comply in any year with the provisions of subsection (1) of this section within the time specified therein; or."

Clause 27 (3)—

**Sir Frank McDavid:** I am moving an amendment for a new subclause (3) which reads as follows:

> "(3) Payment of the rent claimed by the landlord in a statement supplied in accordance with the provisions of subsection (1) of this section may be enforced as the rent of a holding in respect of which there is not then in force any certificate issued by a committee under the provisions of section 18 or section 24 of this Ordinance, notwithstanding any application by the tenant under section 12 or section 24 of this Ordinance to have the maximum rent of the holding assessed, fixed and certified; but where, in any such case, upon the hearing of an application under section 18 or section 24 of this Ordinance, the maximum rent stated in the certificate issued under either of such sections is less or more than the rent claimed as aforesaid and paid by the tenant, the landlord or the tenant shall be liable to pay the difference to the tenant or the landlord as the case may be, and such difference may be recovered as a debt due to the tenant or the landlord as the case may be."

The effect of this is that when a landlord has set out the rental to be paid by a tenant, that is the rent. When the time for payment arrives, the tenant has to pay what the landlord claims. If there is an appeal against the landlord and the appeal succeeds, the landlord has to refund the tenant the excess.

Amendment for the insertion of new subclause (3) put, and agreed to.

**Mr. Correia:** Paragraph (a) of subclause (2) has been deleted, but paragraph (b) has not been deleted.

**The Chairman:** There is no suggestion that paragraph (b) should be deleted.

**Mr. Correia:** That is the information I wanted. No reference was made to paragraph (b), therefore I thought I should inquire.

Clause 27, as amended, agreed to.

Clause 28.—*Termination of tenancy by tenant.*

**Mr. Rahaman:** Under this clause a tenant can quit his tenancy after giving six months' notice, but a landlord cannot regain possession of his land unless he can establish certain acts of default by the tenant.

**The Chairman:** Does the hon. Member wish to propose an amendment?

**Mr. Rahaman:** What is the use of moving an amendment when there is no support?

**Sir Frank McDavid:** If the hon. Member did succeed in carrying such an amendment it would defeat the whole object of this Bill, which is to keep tenants on the land. Conditions and circumstances do necessitate this sort of legal action which cuts across all the natural laws of ownership of property. I hope,

[SIR FRANK MCDAVID]

if the time comes that we have large blocks of cultivable land which would enable tenants to move freely, we will be able to repeal this repugnant legislation. Similarly with regard to the Rent Restriction Ordinance. It is not legislation which anybody expects to remain on our Statute Books permanently.

**Dr. Fraser:** I suggest that the period of the notice should be reduced from six to four months. I think it would be a hardship on the tenant to have to give six months' notice. He very often reaps his crop in November, and by the time he cleans up and pays his rent there is not sufficient time to give his landlord six months' notice if he desires to quit.

**The Chairman:** Notice has to be given six months prior to the 30th of April.

**Mr. Jailal:** I cannot support the hon. Member's proposal. If a tenant decides to give up his tenancy he should give his landlord sufficient time to select another tenant. I would have thought that instead of six months he should give a year's notice.

**Sir Frank McDavid:** I think the suggestion does credit to the benevolence of Dr. Fraser, but the argument of Mr. Jailal is impressive. A tenant should know by the 1st of November whether or not he is going to plant for the next year. If he is a good farmer he should have reaped his crop, but assuming he has not, he would know whether he intends to give up the land in the following year. Notice then would give the landlord reasonable time to secure another tenant to start cultivating the land by February, or at least to select one to get the land ready for cultivation about that time. I feel that November is early enough for a tenant to decide whether he is going to plant a new crop in May of the following year.

**The Chairman:** Is it not questionable whether the land could be occupied on the 1st of May?

**Sir Frank McDavid:** I am afraid that the dates may be different. If a tenant gives notice on the 1st of November that he would not want the land after the 30th of April in the following year, is it conceivable that the land could be used by another tenant?

**The Chairman:** That is a point in favour of Mr. Jailal's suggestion that 12 months' notice should be given. If a tenant gives notice on the 31st of October it would give the landlord six months up to the 30th of April the next year. But if the tenant remains in some sort of possession, can the landlord rent the land to any other person to enable the new tenant to prepare for the crop in February, as is the custom in so many districts?

**Mr. Jailal:** I think if a tenant wanted to remove to some other part of the country he would go after he has reaped his crop, and would allow the new tenant to come in. According to the law the tenant can occupy the land until April, which would put the new tenant in the position of having to reap his crop in the rain.

**The Chairman:** Therefore it puts the landlord in the position of not being able to take in a new tenant. It might tie up a considerable piece of land.

**Sir Frank McDavid:** Will you allow the clause to be deferred so that I can have second thoughts about it, sir?

Clause 28 deferred for further consideration.

Clause 29.—*Application for termination of tenancy by landlord.*

**Sir Frank McDavid:** On a new sheet which was circulated this morning there is a proposed amendment to subclause (2) (c)—a small amendment in view of the discussion we have had on another clause. The present paragraph reads:

> "(c) the tenant without any reasonable excuse fails to plant or cultivate any paddy or crop in any year; or"

We have redrafted paragraph (c) in these words:

> "the tenant without any reasonable excuse fails to use the holding wholly or mainly for the cultivation of paddy, and to cultivate at least one paddy crop in any year; or"

So the tenant has two obligations. He has to use the holding wholly or mainly for the cultivation of padi, otherwise it would not be rice land, and, secondly, he has to plant at least one padi crop every year. If he does not do both of those things he is liable to find himself before the Assessment Committee on a notice of eviction.

New paragraph (c) put, and agreed to.

**Mr. Lee:** With regard to paragraph (e), evidence was led before the Lee Committee on the question of the eviction of a tenant convicted for malicious damage to the property of his landlord, and it was urged that it would create a great hardship on a tenant if the area in respect of which he would be liable to eviction for such malicious damage was not limited. It was therefore recommended that the offence would have to be committed within a radius of five miles.

**Sir Frank McDavid:** That was the recommendation of the hon. Member's Committee, but a radius of five miles is rather indefinite.

**The Chairman:** Is it suggested that it should be within a radius of five miles of the boundaries of the estate in which the tenant's holding is situated?

**Mr. Lee:** Yes, sir. Evidence was led by landlords that some of their tenants had threatened violence if they were evicted in such circumstance, and that there was an instance in which a landlord was actually assaulted by his tenant. The landlord insists that provision should be made against the tenant who makes use of threatening language.

**The Chairman:** Does the hon. Member have that amendment in writing?

**Mr. Lee:** The Lee Report has it. Let me read the Report.

**The Chairman:** Is it in the Bill appended to the Lee Report?

**Mr. Lee:** Yes, but it is not in this Bill. The tenancy may not be terminated unless—

> "the tenant is convicted of any offence within a radius of five miles involving fraud or dishonesty in respect of any agricultural produce or livestock or agricultural implements or if the tenant is convicted of having caused malicious damage to the property of the landlord or if the tenant is convicted of using threatening language to the landlord or of assaulting him; or"

Clause 29 (2) (e) of the present Bill is to be substituted for that. This clause 29 refers to the offence that is committed by the tenant "in the same zone." The whole of the Essequibo Coast may be a "zone", and if a man commits an offence in Aurora, he would not be able to go to Golden Fleece: he would have to leave the entire district altogether. Is it the intention of this Ordinance to deprive a man of his livelihood?

**The Chairman:** Does the hon. Member seriously want to put in something about threatening language?

**Mr. Lee:** Yes, sir, it is in the evidence.

**The Chairman:** The hon. Member knows as well as I do that it is very easy to start a row, and that a man can almost make another threaten him. It is very easy for a landlord to start a row with a tenant.

**Mr. Lee:** I bow to you, sir. Let us deal with assaulting, for that goes a little further. The landlord should be given the right to walk on his estate whenever he likes and to examine conditions if he has reason to believe that the rules of good husbandry are not being carried out; and the tenant should not be permitted to beat the landlord. (*Laughter*).

Members laugh, but that is near to actual conditions. Supposing that a landlord finds a tenant putting up a stop-off in the trench to inconvenience other tenants. The landlord speaks to him and he uses language that is not worthwhile and furthermore takes a stick and lashes him, is that tenant to remain in the area he holds? I think protection should be given to the landlord and I feel an amendment should be made along that line.

**Mr. Jailal:** As Your Honour has pointed out, it would be one step to allow the landlord to get a tenant out when he

[MR. JAILAL]

wants to resume the land. We cannot get security like that. This is a security of tenure Ordinance and its objects are clear. We are trying to set up a law whereby we can ensure both the tenant and the landlord some security, moreso the tenant because the landlord has a bigger portion of the estate if he is a smart fellow and he only takes in tenants in cases where he cannot work the land himself.

The provision, "within a radius of five miles" is a bit out of bounds. If a man is caught burning rice or stealing coconuts on the Essequibo Coast the news travels so fast that he does not have a chance. Let it remain a matter affecting the estate on which the man was convicted for being a nuisance.

I do not agree with a provision to take care of a tenant beating a landlord. If a tenant chops his landlord or the landlord chops his tenant, let them take the matter to court.

**Sir Frank McDavid:** We think that paragraph (e) as appearing in the Bill goes far enough in the protection of the landlord.

**Mr. Lee:** Is the hon. Member in charge of the Bill deleting the words "in the same zone"?

**Sir Frank McDavid:** That only refers to the tenant, and it is to limit the geographical area.

**Mr. Lee:** If a tenant commits larceny in estate "B" and he has a holding in estate "A", the landlord of estate "A", because it is in the same zone, would have to sue him for possession and prove to the court that his tenant has committed larceny in estate "B".

**The Chairman:** It would have to be praedial larceny.

**Mr. Lee:** It also says here, fraud or dishonesty.

**The Chairman:** Well, larceny of produce.

**Mr. Lee:** Yes, sir. If they delete the words, "in the same zone"—

**Sir Frank McDavid:** If a tenant is convicted of larceny of produce or livestock or of damage to the property of the landlord or the property of a tenant who happens to be in the same zone, he can be liable to eviction.

**Mr. Lee:** If the offence is committed on the same estate and in the same zone the tenant can be dispossessed.

**The Attorney General:** I am surprised to hear the hon. Member saying that it would be a hardship on a tenant of agricultural land if he has been convicted of fraud and dishonesty in respect of agricultural produce and livestock in these circumstances. Hon. Members of this Council have complained to me that the penalty is not stiff enough for convictions with regard to praedial larceny, and in any agricultural community it must be looked upon as a serious offence. Here we have farmers who do not live on their farms and I suggest that Members would not be acting with a due sense of responsibility if they think that it would be a hardship on a tenant who is found guilty of stealing agricultural produce.

**Mr. Lee:** I am informing this Council that evidence was led before the Lee Committee by both landlords and tenants that if a tenant is convicted of such an offence he should be dispossessed. One landlord said that he caught a tenant stealing within five miles of his holding and he was dispossessed. That is why it was decided to reduce the limit to five miles and if this Council feels that it should be so, there would be no objection. I would like to remind this Council, however, that a pitchfork is a rather small implement and if a tenant picks up one carelessly he might be convicted of dishonesty or fraud.

**The Chairman:** The clause does not speak of implements; it refers to produce and livestock. Does the hon. Member wish to amend it?

**Mr. Lee:** No, sir, not on that point. I am however moving an amendment for

the deletion of the words "in the same zone". The Lee Committee heard evidence on the point, and here a zone would be the whole of a coastal area.

**Sir Frank McDavid:** If the hon. Member deletes these words, it would mean that if a landlord owns an estate in Essequibo and one on the Corentyne also, a tenant on the Corentyne might get charged because of an offence committed in Essequibo.

**Mr. Lee:** I am withdrawing the amendment, sir.

**Mr. Rahaman:** I would like to consult the hon. Member (Mr. Lee) on this point, sir.

**The Chairman:** Hon. Members have had since the 13th of April to consult anyone they cared to on this Bill.

**Dr. Fraser:** I am suggesting an amendment to paragraph (e) by the insertion of the word "fence" between the words "any" and "dam".

**Sir Frank McDavid:** I have no objection to that.

Clause 29, as amended, passed.

Council resumed.

**Mr. Deputy Speaker:** Council will now adjourn until 2 p.m. tomorrow, August 23.