

LEGISLATIVE COUNCIL.

Tuesday, 10th December, 1935.

The Council met, His Excellency the Governor, SIR GEOFFRY A. S. NORTHCOTE, K.C.M.G., President, in the Chair.

PRESENT.

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

The Hon. the Attorney-General, (Mr. Hector Josephs, K.C.).

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

Major the Hon. W. Bain Gray, C.B.E., Director of Education.

The Hon. J. S. Dash, Director of Agriculture.

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

The Hon. J. Mullin, O.B.E. Commissioner of Lands and Mines.

The Hon. F. J. Seaford (Georgetown North).

The Hon. M. B. G. Austin (Nominated Unofficial Member).

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

Major the Hon. J. C. Craig, D.S.O., Director of Public Works.

The Hon. M. B. Laing, District Commissioner, East Coast

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

The Hon. J. Gonsalves (Georgetown South).

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

The Hon. Jung Bahadur Singh (Demerara-Essequibo).

The Hon. Peer Bacchus (Western Berbice).

The Hon. E. M. Walcott (Nominated Unofficial Member).

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

The Hon. A. R. Crum Ewing (Essequibo River).

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

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

The Hon. S. H. Seymour (Western Essequibo).

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

The Hon. F. A. Mackey (Nominated Unofficial Member).

MINUTES.

The minutes of the meeting of the Council held on the 22nd November, as printed and circulated, were confirmed.

MEMBER SWORN.

The following Member took and subscribed to the oath:—

Dr. J. A. Henderson, Surgeon-General.

PAPERS LAID.

THE COLONIAL SECRETARY (Mr. Waddington) laid on the table the following documents:—

Report of the Committee appointed to consider and report on matters relating to the milk supply of Georgetown and to make recommendations for revising the existing by-laws.

Report of the District Commissioner on the work of the Essequibo District for the year 1934.

Report of the District Commissioner on the work of the North Western District for the year 1934.

Report of the District Commissioner on the work of the Rupununi District for the year 1934.

GOVERNMENT NOTICES.

CONSIDERATION OF BILLS.

THE COLONIAL SECRETARY gave notice that at a later stage he would move that the Standing Rules and Orders be suspended to enable the first and second

readings of the following Bills to be taken :—

A Bill to make provision to regulate the manufacture and sale of certain products obtained from the kernel of the coconut and for purposes connected therewith.

A Bill to regulate the importation of bees and beekeepers' stock.

UNOFFICIAL NOTICES.

CULTIVATION OF BANANAS.

Mr. DE AGUIAR gave notice of the following motion :—

WHEREAS there exists in this Colony, in view of its economic condition, an urgent need for the development of new industries ;

And whereas there exists a remunerative and steadily increasing demand in the world's markets for bananas ;

And whereas it has now been established that bananas can be produced commercially in the various river districts in particular of this Colony ;

And whereas the recently organised Association known as the British Guiana Banana Producers' Association has successfully aroused interest among local farmers in the production of bananas for export ;

And whereas this Council is of the opinion that it is in the interest of the Colony that a serious effort should now be made for the proper establishment of a Banana Industry ;

Be it Resolved,—That His Excellency the Governor be respectfully requested to provide in the estimate of expenditure for 1936 a sum of money to meet expenditure.

(a) for the experimental cultivation of selected plots in each of the counties of the Colony ;

(b) for assistance for a period of 3 years to the Association recently formed to deal in the export trade of bananas on a co-operative basis with such safeguards to Government as may be deemed necessary ; and

Be it further Resolved,—That early steps be taken by Government to obtain the necessary sanction from the Right Honourable the Secretary of State for the Colonies to give effect to this proposal.

ESSEQUEBO COAST.

Mr. SEYMOUR gave notice of the following motion :—

Whereas the report of the Essequibo Coast Commissioners has been laid on the Council table ;

And whereas His Excellency the Governor's Annual Speech at the opening session of this Council stated that population of the Essequibo Coast must discover means whereby it can adjust itself to the disappearance from its midst of the many sugar estates ;

And whereas there was a definite modest

co-operative scheme for the establishment of sugar on this coast on a definite forward policy which the Commissioners did not investigate in detail, neither were they in a position to do so,

And whereas in paragraph 22 of their Report the Commissioners recommend that the proprietors be allowed to pay the outstanding arrears of drainage and irrigation rates in ten annual instalments :

And whereas this would under the existing economic conditions be impossible :

Be it Resolved.—That His Excellency respectfully recommend to this House that the period of repayment of the arrears of drainage and irrigation be spread over a period of twenty-five years, and further

Be it Resolved,—That a small expert select Committee be appointed with a view of examining the co-operative scheme suggested, which was submitted to the Essequibo Coast Commissioners.

PETITION.

Mr. SEAFORD laid on the table a petition from J. N. Kerry and others praying that the Medical Service (Consolidation) Ordinance, Chapter 186, be amended to enable them to continue to practice dentistry.

ORDER OF THE DAY.

INDUSTRIAL HOME FOR GIRLS.

Mr. GONSALVES asked the following questions :—

1. Has Government yet considered the Report of the Committee appointed to consider the establishment of an Industrial Home for girls ?

2. Is it proposed to give effect to the recommendations of the Committee, or to any of them ? If so, when ?

3. Having regard to the amount of vagrancy among young girls in the City is Government not satisfied that the necessity exists for the establishment of such a Home or some such similar institution ?

4. What is the date of the report and when was it laid on the table ?

THE COLONIAL SECRETARY replied as follows :—

1. Government gave consideration to this report at the time of its receipt and subsequently entered into negotiations with the Right Reverend the Bishop of the Roman Catholic Church with a view to implementing its recommendations. Unfortunately this was not achieved.

2 & 3. Government is satisfied that an Industrial Home for girls is desirable but at the present time is unable to make the necessary financial provision for its establishment and maintenance.

4. The report is dated 25th July, 1933. It was laid on the table in Legislative Council on 21st November, 1933.

UNEMPLOYMENT RELIEF WORKS.

Mr. GONSALVES asked the following questions :—

1. Has the Director of Public Works completed all unemployment relief works scheduled to be done by his Department in the City of Georgetown during 1935? If not, will such remaining works to be done be proceeded with before the end of the year?

2. What unemployment relief works will be carried out in the City of Georgetown during 1936 and when will the said works be commenced?

THE COLONIAL SECRETARY replied as follows :—

1. No specific provision was made in the Estimates for 1935 for unemployment relief works but in lieu of them the following increases in Public Works Department votes were made :—

	Total Expenditure.	Expended in Georgetown.
Head XLII. Maintenance, &c., of Public Buildings...	\$ 35,600	\$ 20,000
Head XLIII. Roads, Rivers, &c.	36,180	
Head XLVI. Public Works Extraordinary	34,614	12,000
	<u>\$106,394</u>	<u>\$ 32,000</u>

In addition to the above \$29,000 has been expended on the Carnegie Free Library and the Venereal Diseases Clinic.

There was also at the beginning of this year an unexpended balance amounting to \$19,342 from the loan in aid made for the purpose of relief of unemployment. \$3,480 was expended in Georgetown. The works in hand payable from the foregoing which were approved on Schedules of additional provision passed during the year are now completed or nearing completion.

2. The estimates for 1936 have been drafted on similar lines. Work will be begun as early in 1936 as is possible.

PHASES OF EDUCATION.

Mr. JACOB asked the following question :—

Has Government received a report from Dr. A. D. Wright of the Jeannes' Foundation, on his recent visit of enquiry into certain phases of education in the Colony; if so, will Government lay a copy of the report on the table?

THE COLONIAL SECRETARY replied as follows :—

No report has been received from Dr. Wright, except on the results of tests carried out at Queen's College which were published in the *Official Gazette* of 16th November. (Notice 719).

RATES OF TELEGRAMS.

Mr. JACOB asked the following question :—

In view of the fact that the rates of local telegrams have been reduced recently while the minimum rate with respect to the North West District has been increased from sixty cents to one dollar, will Government consider the advisability of reducing the North West District rates to a figure not exceeding forty cents, and especially so as a telegram can be despatched from Georgetown to Trinidad, B.W.I., at a minimum charge of forty cents?

THE COLONIAL SECRETARY replied as follows :—

Previous to May 4th, 1935, various rates were in force for radio traffic between the several radio stations in the Colony, the minimum charges varying from 60 cents to \$4.50. The higher rate discouraged the use of the radio service for telegraph purposes whilst the lower rate was unremunerative. The new schedule which took effect in May, 1935, provides for a uniform rate of ten cents per word, with a minimum of one dollar for the first 10 words or portion thereof for all radio traffic within the Colony.

The Mabaruma wireless station is being operated at a loss of approximately \$600 a year. Furthermore it has been found that the number of messages sent through the Marbaruma station has not decreased since the minimum rate was raised to \$1. In these circumstances it is regretted that Government cannot consider a reduction of the rates at present.

AGRICULTURE AND ANALYST.

Mr. JACOB asked the following questions :—

1. What was the actual expenditure under these heads from 1926 to 1934, each year separately, and the estimated expenditure for 1935?

2. What was the total value of all agricultural exports, including cattle, but excluding forest products and sugar and its by-products, during the years 1926 to 1935 (9 months), each year and each product separately?

3. Is Government aware of the fact that frozen mutton and turkeys, corn, peas, sweet potatoes, beet, turnips, peanuts, tomatoes, cabbages, onions and oranges are imported from various parts of the world, while the items mentioned above including others can be successfully grown and reared here for local consumption and for export?

4. What systematic attempts, in detail, have been made during the last five years to grow corn, peas, potatoes and other ground provisions so as to supply local requirements throughout the year?

THE COLONIAL SECRETARY replied as follows :—

1. The details of expenditure under the Heads mentioned are set out in the First Schedule.*

2. The information asked for is contained in the Second Schedule.*

3. Government is aware that the products mentioned can be successfully grown in this Colony for local consumption but is not assured that they can be grown economically on a large commercial scale for export purposes at the present time. All of the items have received attention from the Department in recent years and farmers are well aware of the position.

4. Full details of the work carried out by the Department of Agriculture and comparative statements showing particulars of planting material distributed in connection with corn, peas, potatoes and other ground provisions during the last five years have been published in the annual administrative reports of the

*See Appendices I. and II.

1. Eight as follows :—

Name.	Age.	Department where Employed.	Qualification.
H. G. Tamaya	23	Forest	Assoc. Member Institute of Commerce. Senior Commercial Education certificate, London, Chamber of Commerce for Bookkeeping and Accountancy. Steno-typist.
Miss D. Wan Ping	20	Queen's College	Cambridge School Certificate.
J. N. H. Bayley	19	Secretariat	"
E. S. O. Bruton	26	Post Office	Cambridge Junior Certificate.
C. H. da Silva	22	Treasury	Cambridge School Certificate with exemption from Matriculation.
Miss N. Learmond	18	Secretariat	Steno-typist.
W. Dow	17	Medical, N/A.	Cambridge School Certificate.
C. I. Mongul	22	Post Office	Cambridge School Certificate—knowledge of book-keeping, typing and shorthand.
R. Rai	19	District Administration East Coast, Demerara.	Pitman's Elementary, Theory and Speed Certificates. Pitman's Elementary and Intermediate Bookkeeping Certificates; 1st Class Certificate (Bookkeeping Advanced) Institute of Birmingham. Primary School Leaving Certificate.

2. Five, as follows :—

Name.	Date of entry.	Department Employed.	Qualification.
J. L. Yhap	20. 7. 34	Lands and Mines	London Matriculation.
Miss U. Cummings	10. 9. 34	District Administration, Berbice	Typist.
E. D. Sue	30. 6. 35	Lands and Mines	London Matriculation.
M. B. Wong	"	"	Cambridge School Certificate.
Miss M. Reynolds	17. 10. 35	Education	do.
Miss I. Savory	1. 8. 35	Surgeon-General's Office	Cambridge Junior Certificate. Steno-typist.

BILLS.

THE COLONIAL SECRETARY: I beg to move that the Standing Rules and Orders be suspended to enable the first and second readings to be taken of the following Bills :—

A. Bill to make provision to regulate the

Director of Agriculture and the divisional reports of the Department of Agriculture for 1930, 1931, 1932, 1933 and 1934. The attention of the Honourable Member is invited to these reports.

THE CIVIL SERVICE.

Mr. JACOB asked the following questions :—

1. How many probationers have been employed in the Civil Service from January, 1934, to date, and with what qualifications, giving names of each, age, and the department where employed?

2. How many volunteers are giving service at the present time, with dates of entry, qualifications and the departments where serving?

THE COLONIAL SECRETARY replied as follows :—

manufacture and sale of certain products obtained from the kernel of the coconut, and for purposes connected therewith.

A Bill to regulate the importation of bees and beekeepers' stock.

I may say that there is, of course, no intention to rush these Bills in any way,

but it will be for the convenience of the Council if we can get into the Committee stage and deal with these two Bills to-day.

Mr. DIAS seconded.

Question put, and agreed to.

COCONUT PRODUCTS (CONTROL) BILL.

THE ATTORNEY-GENERAL (Mr. Hector Josephs): I move that "A Bill to make provision to regulate the manufacture and sale of certain products obtained from the kernel of the coconut, and for purposes connected therewith" be read the first time.

Major BAIN GRAY seconded.

Question put, and agreed to.

Bill read the first time.

IMPORTATION OF BEES BILL.

Professor DASH (Director of Agriculture): I beg to move that "A Bill to regulate the importation of bees and bee-keepers' stock" be read the first time.

Mr. DIAS seconded.

Question put, and agreed to.

Bill read the first time.

COCONUTS PRODUCTS (CONTROL) BILL.

THE ATTORNEY-GENERAL: Sir, I move that "A Bill to make provision to regulate the manufacture and sale of certain products obtained from the kernel of the coconut, and for purposes connected therewith" be read the second time. I think it is within the recollection of hon. Members what the reasons were which led up to the enactment of legislation in connection with the regulation, to a certain extent, of the dealings with the products of the coconut. In 1933 and for some time prior thereto the coconut industry had fallen upon very hard times; in fact, it was almost ruined and threatened with extinction. Things had become so bad that it was said that it did not pay to pick coconuts. In consequence of that representations were made to Government

by people who were interested in the welfare of the community and in the welfare of the industry, suggesting that the industry might be regulated so far as copra products were concerned. Those representations were taken into consideration and the consent of the Secretary of State was obtained that there should be some enactment. As a consequence of that, Ordinance 31 of 1933 was passed and came into force at the end of November, 1933. The object of that Ordinance was to provide a market for the principal product of the coconut, namely, copra. A further object of it was that if the copra were manufactured into edible oil in this Colony there would be not only an increased market but a considerably higher price obtainable for coconuts.

Among other things the Ordinance regulated the manufacture of edible oil and lard substitutes. It also provided for transactions between the coconut producer and the manufacturer being done through a broker. The producer had to sell direct to a broker, and the broker only could sell to a manufacturer, the broker also being the only person who could export. In order to effect the purpose it was necessary to impose certain duties on certain edible oils which were imported into the Colony and lard substitutes. Those duties were imposed by an amendment of the Customs Duties Ordinance, and at the same time an Excise duty was imposed on edible oil manufactured in the Colony. Provision was made also in respect of lard substitutes. The result of it was that coconuts being required for the purpose, the price went up considerably and became remunerative. In fact, I understand that the price at the present time is more than twice what it was in 1933, as a result of the Ordinance. But, like all undertakings of the kind, it is impossible to envisage at the beginning the opportunities that there might be for evading the strict provisions. These are always at the beginning something experimental, and you gather from the experience of their working what is necessary to make them effective.

In 1934 a short amending Ordinance was enacted, but it was found that the test, of what I might now call the coconut industry, was interfered with by the manufacture of crude coconut oil.

The provisions of the Ordinance regulated really the dealings of the copra producer and they were thought sufficient for that purpose. It was then discovered that the operations of the manufacturers of crude oil was interfering with the manufacture of edible oil and with the results to be obtained, and what would eventually have happened is that the coconut industry would again be jeopardised by the price of coconuts going down.

The matter has been the subject of a great deal of consideration by business men and persons generally interested in this industry, and as the result of that the present Bill is before this Council. A good deal of it is old matter; in fact, the greater part of it consists of re-enactments of existing sections. The principle does not really vary from the principle which was accepted by this House when the first Ordinance of 1933 was enacted. It is only that additional provision, in the light of subsequent experience, has been made to deal with situations which have arisen. One point is of some importance. Whereas the original Ordinance was restricted really to copra and copra products, this Bill very properly is extended to coconut products and deals with coconut products generally. As I have indicated, at the time it was being dealt with all attention was centred on copra, and it did not go so far as crude coconut oil and the effect which it would produce. In consequence of the extension of the scope of the Ordinance the definitions have been modified, and instead of defining only copra in clause 2 the definition extends to copra and the crude coconut oil producer. "Coconut products" is substituted for "copra products" and "deodorised coconut oil" for "edible oil."

As I have indicated, the general provisions of the Bill are practically identical with those of the original Ordinance. There are a few variations which I might notice, apart from others which it is proposed, after further consideration, to move into the Bill when it is in Committee. Those have been printed and circulated. There are certain modifications, some of them really verbal and one or two substantial ones, which I wish to refer to. One thing that is new is that the manufacturer now will be required to make a deposit under clause 5 (4) with the Colonial

Treasurer of \$500 or enter into a bond for that amount. Previously he was under no obligation to do so. I should mention one general feature. It will be found in reading through the Bill that crude coconut oil is added to copra. That is the addition of some of the provisions of the old Ordinance. I might call attention at this stage, by way of reminder, to the functions that the broker has to fill. I mentioned that the sales by the copra producer or the coconut oil producer now will have to be made to a broker, and it is the broker who sells to the manufacturer and does the exporting. The broker, in a certain sense, is the trustee for his clients.

In order that the producers may be able to carry on, the broker who receives coconut products from his clients is required to make an advance against those products, the amount of which is fixed by the Brokers' Board which consists of licensed brokers. The broker has to keep very careful books, and at the end of the quarter he has to make a distribution among the producers of the balance of the proceeds, after deducting the advances and incidental expenses. The general effect, therefore, is that a sort of pool is created for the benefit of the producers of coconuts, and the management of this pool is largely in the hands of the Brokers' Board, subject to the provisions of the Ordinance itself. The Board has to send returns to each client of their sales and transactions, so that each client is in a position to know what is taking place. That is the present law and it will remain in the Bill. I merely mention that to show the far-reaching nature of the legislation provided originally and now being extended. The object of it really is to benefit the man who grows coconuts and to see that he gets a good price for his coconuts. It must be borne in mind that the price of coconuts is not fixed, and it cannot be fixed because the price of coconuts varies considerably in accordance with the size of the nuts. But if the price of the products of the coconut is fixed and regulated, then it follows that it will have a substantial effect on the price of coconuts and the price of coconuts would naturally go up accordingly.

Under the present law before he can obtain a licence the broker must either

deposit with the Colonial Treasurer a sum of \$5,000 or a banker's undertaking for that amount for the purpose required by the section. The whole object of that is to protect the copra producers in their dealings with the broker, and this provision guarantees his liability up to the amount of \$5,000. It is proposed to amend that section by giving an opportunity to a banker who has given an undertaking under it to withdraw his undertaking by giving two months' notice to the Colonial Treasurer of his intention to do so, and when that occurs it becomes the duty of the Colonial Treasurer to send to the broker a copy of the notice from the banker with a notice requiring the broker himself either to deposit the sum of \$5,000 or security before the expiry of the notice. If the broker is able to do so his licence continues, but if at the termination of the notice he does not do so his licence is determined by the operation of the section. I should mention that the withdrawal of the banker's undertaking does not affect the undertaking during its currency. That is, it is effective security for anything which the broker may do or may have done up to the time of the expiration of the banker's notice, so that the clients are protected up to that time.

In Part III. of the Bill provision is made for an excise duty on coconut products. Clause 21 requires every manufacturer to keep at his factory a book in which he shall enter the various matters set out in the clause. That is as it exists to-day. Within ten days after the expiration of each month he shall make to the Commissioner of the district a true and correct return of the matters entered in the book required to be kept, and if he omits to make the return or makes a false return he is liable to a maximum penalty of \$250. Clause 22 requires books to be kept by producers of copra and crude oil. This is a new provision. The object of it is to enable track to be kept of the source from which coconuts have come, the quantity of coconuts obtained, the quantity of copra or crude coconut oil produced, and the destination of any of that copra or crude coconut oil. It is necessary if the industry is to be carried on as a whole that the producer should keep these books. It does not impose on him any very heavy obligation, but it is necessary that they should be kept. It is important that all

these things should be known because the general effect of the law is to create a pool for the benefit ultimately of the man who sells coconuts.

Clause 23 is a new provision which enables the Governor, by Order in Council, to include under the designation of "coconut products" any other product derived or manufactured wholly or in part from the kernel of the coconut, and in such case the provisions of this Ordinance shall apply to that product from the date specified in the Order. Sub-clause (2) gives power that the Order shall include the excise duties levied on such added coconut products. That is to be amended by the addition of two sub-clauses, one of which is to give power to vary or revoke any Order and the other to preserve the powers and privileges of this Council. Any Order made under this section shall be laid before the Legislative Council within three days next after it is made if the Council is then sitting, or, if not, within three days after the commencement of the next ensuing session, and it shall cease to have effect on the expiration of seven days thereafter unless before the expiration of that period it has been approved by resolution passed by the Council, but without prejudice to anything done thereunder or to the making of a new Order. That provision is new in our legislation because a matter of this kind has not been previously dealt with, but I desire to point out that it is an exactly similar provision to one made in England since 1932, whereby the Board of Trade has power to vary or to impose duties on imported articles. Many Orders have been made by the Board of Trade and are required to be approved by the House of Commons in order to continue to be effective. The powers of this Council are effectively preserved, the Order being something which subsequently comes before the House for approval, and if not approved it ceases to have any effect. I have taken the trouble to explain the matter so that it will be appreciated that there is no inroad on the privileges of this Council, and that it is in order with what is being now generally done. I think the provision also exists in some of the Dominions.

Power to fix the price of copra is set out in clause 24, and that in effect covers the power to fix the price of crude coco-

nut oil in sub-clause (2). Clause 25 is new and is one that it is necessary to make provision in respect of. One of the leakages that have arisen is where the manufacturer of deodorised oil, or edible oil or lard substitutes, is also the producer of coconuts. If he is not a producer himself he purchases his supplies from the broker, and the proceeds of that purchase fall into the general pool and the profits are distributed among the people who are selling the copra or crude coconut oil, but if he is a producer he gets the whole benefit to himself of the quantity absorbed by him or withdrawn from the general pool to the disadvantage of people who deal through the broker. If he has to make returns of the crude coconut oil produced by him the quantity absorbed or withdrawn by him will be taken into account in connection with the transactions of the brokers and they will practically be taken as one. If any of his produce is required for export purposes he has to supply it or pay the difference in the price. The general effect of it will be that he is not to get any greater benefit, by reason of being a producer of copra or crude coconut oil, than any other producer. If he takes the coconut into his factory he will have to account for the extra profits, and that will be taken into consideration with the rest of the pool and he will get the advantage of such benefit as if it were sold from the general pool. The effect of that is to equalise the position of all coconut producers, so that one who essays to be a manufacturer will get no unfair advantage. If the interests of the industry are to be safeguarded we must see that the pool works with equal benefit to all and that nobody gets an undue advantage.

Clause 28, which gives power to take samples, comes from the amending Ordinance No. 23 of 1934. In the original Ordinance of 1933 provision was not made for taking samples and seeing that the substance produced was of the nature and quality which it ought to be. As a result special provision was made in the Ordinance of 1934 for that purpose because it was found to be necessary. In clause 29 power is given to the Comptroller or a Commissioner or any person authorised by either of them in writing to enter at all reasonable times a factory or broker's premises and inspect the books.

The words "all reasonable times" mean in the day time, when King Sol is exercising his functions. When the sun sets and the shades of night fall it is not considered reasonable for some particularly energetic Commissary of Taxation or any other officer to walk into a factory and make investigations. But some thoughtful people being aware of that have manufactured products at night time, knowing well that they are safe from the eyes of the revenue officers, and in that way they have obtained undue advantage over the workers by day. Consequently, it is proposed in Committee to add a proviso to clause 29 giving power to enter premises during the night to make inspections if it is believed that copra product is being manufactured there. This has happened and there has not been the power to make inspections. There will be no disadvantage to people who are carrying on their production in a proper manner, with due regard for the rights of the other members of the pool, but there may be disadvantages to the man who manufactures by night and when you try to find him by day he is somewhere else. I hope I have dealt fully with the purpose of the Bill. In order to do so it has been necessary to state what the existing law is so that the innovations intended by the Bill may be appreciated. What in effect has been done is this. Instead of passing an amending Bill, which might be difficult to construe with the two Ordinances, the whole matter has been put into a single Ordinance which is easy of reference and simple of understanding.

Major BAIN GRAY seconded.

Mr. DE AGUIAR: I am in agreement with Government in making a further attempt to tighten the existing law for the benefit of the coconut industry. Several objections which I would have had to the Bill as originally published have apparently been met by the amendments proposed to be made. There are a few points, however, that are not quite clear to me. It seems to me that clause 16 (3) is likely to lead to some little trouble in the transactions between the broker and the producer. Disputes are bound to arise in the course of business and there should be some appeal either to the Brokers' Board or an Arbitration Board whose decision should be final. Clause 22 is, to my mind, the clause that affects the entire industry.

So far as I have been able to discover the only hardship that is going to be created on the manufacturers is that they will be required to keep books to show their various transactions. If that is the only effect the Bill will have on the producers a pronouncement from the Chair would perhaps allay the minds of the people in the various districts. Only this morning I received a telegram from people in my constituency who seem to think that the Bill is detrimental to their interest and have asked me to make representations that the Bill should be deferred. I am satisfied in my own mind that the Bill is not intended to affect the crude coconut oil manufacturers, but they would naturally feel more satisfied with an official pronouncement to that effect. I understood the mover of the motion to say that the producer of crude coconut oil must sell his product through a broker. I hope I misunderstood him because I can not find it in any clause of the Bill. I know that is not the intention.

THE PRESIDENT: I refer the hon. Member to clause 12 (1) of the Bill.

Mr. DE AGUIAR: I saw that, sir, but I was only dealing with the Attorney-General's remarks. With clause 27, I think, we are stepping a little too far. Why should a man who wants to export crude coconut oil be subject to terms and conditions laid down by the Board? I understand it is for the purpose of tightening up existing legislation. I agree that we should do something in that direction, but why lay down restrictions on a man who is going to export crude oil. Clause 30 is necessary, but I hope that a certain amount of discretion will be exercised by the officers who will be acting under it. As I read this clause if a dealer sells two gallons of refined oil, and by some omission on the part of his employee a permit does not accompany the consignment, the oil will be seized and the dealer is liable to a penalty of \$240. It must be remembered that we are not dealing with a high duty article and you are creating a little hardship, and it is to be hoped that officers will exercise the fullest discretion if they are satisfied that there is a *bona fide* mistake on the part of the person delivering the article.

I would also like to be enlightened on

clause 17 in relation to its reference to a pool. The object of the pool is that the producer of copra should hand his copra over to a broker to be dealt with. A portion of that copra may be exported and a portion of it used in the manufacture of oil locally, for which a higher price is obtained. In that way the producer will share in the pool and obtain a higher price than he ordinarily would have done. I think the Bill should clearly set out how the pool is going to be worked, otherwise we might find ourselves in difficulties.

Mr. PEER BACCHUS: I wish to say at the outset that I am in agreement with the principle of this Bill. In 1933 when the coconut industry was in a parlous condition Government came to its rescue with the Principal Ordinance. By experience gained in the working of that Ordinance and the amending Ordinance of 1934 it was still found that the legislation was not giving the protection to the industry which was intended. In the Bill now before us I regret that more care has not been taken to protect the industry from the brokers' point of view. I go further and say that clause 16 (3) should be amended by the deletion of the words "except in the case of inferior or not properly dried copra," etc. If a broker receives inferior or not properly dried copra the producer who supplies it would be pooling the same price as producers who supply copra of good quality. I do not know what is to be termed "inferior copra," and if copra is not properly dried it should be returned to the producer to be properly dried. To leave it to the broker to say "Your copra is inferior or not properly dried, and I am going to value it at 25 cents less" is not fair to the producer, and I ask Government to consider the question of the deletion of the words I have suggested.

I also do not think that clause 17 (3) is quite clear. Accounts rendered by brokers should contain the quantity of copra supplied by each producer to individual brokers, otherwise I do not see how a producer would be able to ascertain correctly and clearly what is his quota to the pool for any year. The Attorney-General might make that point clear for the benefit not only of myself but also of the Board because there is some doubt as to whether these

accounts should include the copra supplied to a broker by all producers or only by an individual producer. I would also like to ask if clause 23 (1) can be so worded as to include fibre if it is found necessary to afford protection to the fibre industry. Not long ago there was a small fibre industry which was threatened with extinction and it is only on account of the Copra Board that it has been kept on its legs. That industry might find itself in a similar position again and protection could then be extended to it. With regard to clause 24 (2), from my personal knowledge 100 lbs. of copra cannot produce $6\frac{2}{3}$ gallons of crude coconut oil, and I suggest that 115 lbs. be substituted for 100 lbs. as producers of crude oil stand to suffer a loss of 30 cents per tin of oil.

Mr. SEYMOUR: I certainly think that the commission of 20 cents to the broker on every ton of copra sold on behalf of the producer is much too high. No business in the world can be run on so high a commission. It is an enormous sum of money to run this Board. I am sorry to see that we are not following Trinidad, where I understand the charge is 1 or $1\frac{1}{2}$ per cent. The commission to the broker is 25 cents per 100 lbs. and added to that is 20 cents per ton for providing for a Secretary. There is something radically wrong. On my estate a large number of people come and buy 200 or 300 coconuts to make their own oil. Are they to keep books because they bought 200 coconuts from me? They are ignorant people, and I do not see where any law can make them keep books. We have to be very careful that in any action we take there will be no prosecution or persecution of these people.

Mr. HUMPHRYS: There has been a certain amount of anxiety among crude coconut oil producers as to what extent, if at all, this Bill will affect them. I am myself of the opinion that everything possible has been done to protect them and the industry, but there are one or two points that might usefully be made clearer in order to dispel any doubts. I refer especially to clause 22. There is in my constituency, and indeed all over the Colony, a large number of people who manufacture crude coconut oil in small quantities and use a good deal of it themselves. Many of them cannot read and

write at all, and, as the hon. Member for Western Essequibo has pointed out, a man who is buying 200 or 300 nuts a week would have to employ someone to keep books, because he cannot keep them himself. We ought to be able to meet such cases in some way, in order not to make it obligatory on them to keep books. That is the one clause that might create some hardship, and when we come to the Committee stage I shall endeavour to assist to dispel any doubt that they will be affected by it. Apart from that I make bold to say that the Bill as drafted is a very good one and will have the desired effect. It will make those people who have been making deodorised oil for a long time without paying a halfpenny excise duty on it toe the line. In its practical operation the Ordinance will be found to be very useful indeed, but I urge on Government on no account to affect the crude coconut oil manufacturers, many of whom depend on it for their livelihood.

Mr. JACOB: I have listened with very great interest to the remarks concerning this Bill and I desire to congratulate Government on the principle of the Bill. But I do think that the Bill does not go far enough. I do not think it is going to meet all the difficulties and safeguard the interests of the coconut producer. I am urging Government to consider the advisability of carrying the principle a little further and protect the coconut industry as well. To my mind the coconut industry requires protection from beginning to end, and to leave out coconuts altogether the Bill would fail in its objects. Quite recently the price of copra went down to about one cent per lb. Members of the Board and others interested, who knew market conditions and were familiar with world conditions also, took advantage of information gained and contracts were made throughout the Colony for the supply of coconuts to be turned into copra or exported as coconuts. The result was that the producer was not protected at all. I can foresee similar occurrences in the future, and I urge that coconuts also should be protected. Perhaps it is a big job, but the sooner it is tackled the better for all concerned. The principle is such a vital one that certain things should be done in such a way as not to cause misapprehension and alarm, and it must always be borne in mind that the com-

munity is not so well educated to follow principles.

I do not think that clause 4 (3) should remain as it is. An employer might sign an application for a licence, which has been prepared by an employee, without reading it and it may be untrue in some material particular. For that the applicant would be liable to a penalty of \$100. I suggest that the sub-clause be amended by the insertion of the words "must be to the knowledge of the applicant." That would be a safeguard. In clause 5 there seems to be some difference between a manufacturer and a broker. I suggest that there should be uniformity and both put in the same position. It also appears to me that it will be almost impossible for the small man to find sureties to the extent of \$500, and something should be done to reduce the amount in that case. Every applicant for a licence should be granted it, and for any offence committed after the passing of the Ordinance he should be penalised. I see no objection to allowing a man to realise, if he has not been particularly honest in the past, that he must endeavour to be honest from now, but it will create a hardship if previous records are taken into consideration at this stage. On the whole the penalties are on the high side. I agree that in principle the Ordinance would be the means of stabilising the coconut industry, and it may be the means of stabilising other industries in the future. However, I think that discretionary powers ought to be given to those who are going to deal with the operation of the Ordinance when it is passed.

Finally, I suggest that the proviso in clause 28 (3), that "a sample shall not be divided where in the opinion of the sampling officer the quantity that can be procured or purchased is so small that a division would render each individual part insufficient for the purpose of analysis," should be deleted. It is essential when an article is taken for the purpose of analysis that the seller should be given part of the sample, and the proviso will be of very great disadvantage to him if it is retained. There should also be some note in the certificate of analysis of the constituent parts of the sample analysed. It is very necessary if a matter goes before the Court that the details of the constituent parts

of the sample should be disclosed so as to give the Magistrate a discretion to impose a heavy or very small penalty. I hope the Bill will put the industry on a better footing and that something will be done to protect the coconut producer before the coconut is sold to produce copra or oil.

Mr. KING: I desire to endorse the remarks made by the previous speakers. I think the Bill will benefit the Colony as a whole and especially those who deal in coconut products, but I view with a certain amount of alarm the generous way the Bill proposes to forfeit appliances. In addition to a heavy penalty "the Court shall order to be forfeited all machinery, implements, utensils, materials and coconut products which shall be on the premises where the manufacture has been carried on." I think that is rather severe. After a man has had imposed on him a rather heavy penalty, he shall have in addition forfeited perhaps his only asset, which is more or less closing him down. The Attorney-General in his remarks stated that the broker is the trustee for his clients, yet by clause 7 (2) property will be forfeited that does not belong to the broker. The broker only advances a certain amount of money on the copra given to him for sale, and the copra in respect of which he has advanced the money is not his property but the property of his clients.

Great difficulties might arise with regard to the pool. From information I have obtained from people concerned they consider that it will be satisfactory. That is a matter for them. But I can quite see where advantage can be taken by a dishonest producer to the detriment of the honest producer. For instance, where under clause 16 (3) copra of an inferior quality is accepted by a broker, perhaps a friend of the producer, that inferior quality copra is going to get the benefit at the end of three months of first quality copra because the amounts realised will be divided proportionately. Again I say that is a matter for them. I endorse the remarks of the hon. Member for Central Demerara with respect to clause 22. It is generally known that a good many people in this country buy coconuts really for the purpose of getting at the by-products to feed their pigs or poultry. The coconut oil resulting from that operation is sold by them to cover the cost of

the coconut itself, but the real intention is to get at the by-products for the purpose of feeding pigs. This clause is going to work great hardship on those people and may greatly interfere with the livelihood of a good many others. That is a matter that can be adjusted when the Bill is in Committee. I also support the suggestion that there should be some means for settling disputes between the copra producer and the broker.

With regard to clause 31 (2) I know as a lawyer that very often laymen lose their right because provision is made in an Ordinance that they must do a certain act to enable them to get the benefit of a certain provision. In this clause a defendant shall be discharged from a prosecution if he has within seven days of the service of the summons sent to the prosecutor a copy of the warrant or invoice with a written address stating that he intends to rely on it and specifying the name and address of the person from whom he received it and has also sent a like notice of his intention to that person. It seems to me that will work a hardship, because a man will get a summons in the country and by the time he goes to a lawyer for advice the time would have expired, and he would be deprived of making a good defence to a perfectly honest transaction with somebody else. I think an opportunity should be given to a person to get the benefit of the Ordinance. Apart from these remarks I strongly support the Bill, and I sincerely hope that it will have the effect Government anticipates it will have on the community and this particular industry.

Mr. WALCOTT: I am very pleased to hear the remarks of Members who have spoken since I have been here. So far as I understand there has been really no opposition to the Bill. Unfortunately one or two Members, without any intention to do anything to affect the usefulness of the Bill, have unintentionally made mention of things that might have that effect. For instance, the hon. Member for Western Berbice suggested that instead of calculating 100 lbs of copra to yield $6\frac{2}{3}$ gallons of oil the calculation should be 115 lbs. and he thinks that would be distinctly in favour of the producers of crude oil. On the face of it that might appear so. I think he is afraid that the copra producer might get an advantage over the crude oil producer, and that the refiners would

prefer to buy copra instead of 6 gallons of crude oil, which would have the effect of giving a benefit to the refiner and not to the producer. The hon. Member might be thinking of the market price, but the prices fixed are minimum and not maximum prices. The proposal would give them something more than they have asked for themselves and which I do not think they are entitled to.

One hon. Member spoke of the difficulty to which the producers of crude oil will be put in keeping books, and the suggestion has been made that they are not intelligent and educated. I have had a good deal of experience of them and I say they are neither uneducated nor unintelligent. I have a very high regard of their intelligence, and I think everyone of them is sufficiently educated to keep the book which will be required under this Bill. I also think that no manufacturer would find it difficult to get two sureties, and in the case of refined oil he is asked to put up a smaller bond and in a very much simpler way than the copra brokers are made to do. The brokers are not allowed to give sureties; they either have to plank down the money or deposit a banker's guarantee for \$5,000. These people are only asked to get two sureties, and I don't think it is asking more than should be required of them. Some people have been refining oil within the last 18 months and have not paid the excise duty on it. They have been carrying on so-called refining in very questionable premises of a movable nature. They might be here to-day and gone to-morrow, and Government might find themselves considerably out of pocket of revenue that should have been paid. It is absolutely necessary that these men should be covered by sureties, and sureties that Government would be sure to recover from.

The hon. Member for North Western District, unfortunately, has struck the only objectionable note that I have heard. He made reference to members of the Copra Board taking undue advantage of their position when the price of copra was one cent per lb. When the price of copra was one cent per lb. there was no Copra Board. It was due to the fact of copra being one cent per lb. that the Board came into operation, and it is impossible for any member of the Board, which is only governing the pool, to take

advantage of any situation of that nature to-day. All the copra that is made has got to be delivered to the Copra Board, which directs whether or what portion of it shall be delivered to local manufacturers or exported, and at the end of each quarter every pound of copra that is either sold locally or exported is taken into consideration by the Board and everybody who has delivered copra is paid pro rata whether he delivers 1 lb. or 1,000,000 lbs. Any question of the small man does not enter into the matter at all; the small man gets exactly the same return as the biggest man who is making copra. It is unfortunate that remarks of that kind should be made, the inference being undoubtedly that there are some members of the Copra Board who act dishonestly. I deprecate such a remark, and I hope that the hon. Member, if he does not intend it to be taken in that way, will withdraw it.

I do not think I need say anything more at present, except to express the hope that the Bill will go through with no serious opposition. I ask hon. Members to be very careful in suggesting any amendments which the Law Officers of the Crown might not appreciate, because this Bill has been very carefully considered by them in conjunction with the District Commissioners and the Copra Board. It has also been very carefully considered by the Chamber of Commerce. I think all who are intimately connected with the consideration of the Bill before it came before this House will realise that the altering of one or two clauses or sub-clauses might affect the whole principle of the Bill, therefore if there is any clause or sub-clause which appears to require altering it should be very carefully considered in Committee.

The Council adjourned for the luncheon recess.

THE ATTORNEY-GENERAL: It is a matter of gratification, sir, that the general principles of this Bill have been so well received and the criticisms directed to minor points of detail. I think some of them have arisen from—shall I say with all due deference to Members who have put them forward—some misapprehension of the provisions of the Bill and of the working of the existing provisions of the Ordinances. Some of the criticisms

are in relation to sections of the existing law which have worked well, and in respect of which no complaint has been made by the persons who have considered the preparation of the new Bill, namely, the Board, the people interested in the coconut industry, and the Chamber of Commerce. I also desire to express my thanks to the hon. Nominated Member for the remarks he has made and his explanation of the subject, of which he has had a great deal of experience and with which he is therefore familiar.

There has been some reference to clause 16 (3), and it is proposed in Committee to strike out the latter part of it. The hon. Member for Western Berbice has suggested that more should be struck out. I am not quite sure what the result of his suggestion would be. The point is that there is no provision for the settlement of any dispute that may arise between a broker and his customer. Of course, if a particular broker disapproves of copra that is offered to him and they do not come to an agreement, he will say "I will not buy your copra, or your copra is bad." He has power of rejecting copra that is not fit. He could not carry on his business, or his clients' business, if he did not do that. But it must be borne in mind in this case that it is an offer of copra to him to buy. It is not a case of a contract having been made and therefore a case for arbitrators to arbitrate on a question arising under the contract. Nothing can arise unless a broker accepts copra that is offered to him. When there is an acceptance then a contract is made and you may have difficulties arising under it, but the suggestion is offered with regard to arbitrators when there is really nothing to arbitrate about, because the persons have not come to a bargain. I mention that at this stage so that the point may be in the minds of hon. Members when we come to the Committee stage.

There has been a good deal of discussion on clause 22. It is the one which requires the producer of copra or crude coconut oil to keep books and to make certain entries in them. For a proper understanding of it it seems to me that we should look at the definition clause. There we find that it does not apply to the man who is using his copra and crude oil entirely for himself. The definition is

“any person who manufactures copra or crude coconut oil for sale or for use in his own manufactory.” That is the person whom the clause touches, therefore the man who merely consumes it himself—I don’t mean necessarily by his own mouth, but for his own purposes—his pigs and things of that kind—is not touched by it. It is interesting to observe that in the Produce Production Ordinance, Chapter 157, there is a similar provision. The object of that Ordinance is to put down larceny of produce, and certain persons are required to keep books to show what produce they have purchased, sold, and so on, and the result is that you can trace it. If by any chance a person has been stealing and selling to them, that person can be traced by their own books. Under that Ordinance every dealer who buys or sells produce, whether as principal or agent, has to keep a book in which is recorded at the time of purchase or sale the name and address of each person from whom he buys or to whom he sells; a description of the produce; the weight, number or quantity; and the price paid. The book has to be produced at all reasonable hours for inspection; and every dealer who omits or neglects to keep the book, or makes any false entry, or omits to make any of the entries required, or fails or refuses to make any of the entries required, etc, is guilty of an offence which is punishable by a fine of \$150 or to imprisonment for any period not exceeding six months.

What is proposed here is simpler than that, and it enables a complete check to be kept. There is not much difficulty in keeping the book, and I may mention what will probably take place. A person who is the producer of crude coconut oil has to be registered with the Commissioner of his district. He will pay a registration fee of one shilling and get a book prepared in the form in which it should be, so that he has no difficulty in making the necessary entries, and it applies not to the refined product but really to the crude coconut oil. If a person buys coconuts and makes copra or oil or feed pigs with it, if it is more than he requires and he sells some of it he comes within the definition of producer, but if he is not a manufacturer and merely consumes his coconut oil or copra himself and does not sell it, he is not a producer and does not come within

the law. So that the hardship which it was thought would arise will not arise and the clause is not going to be oppressive. More than that it must be borne in mind that what is envisaged by the Bill is the industry as a whole, and if it puts upon somebody some little duty or obligation in the nature of keeping books it is being done for the general benefit of industry. And when the community is vitally interested in a particular matter, its general advantage has to be served even though somebody may suffer a little inconvenience. I do not think that there will be very much difficulty in the clause being worked satisfactorily.

The hon. Member for Central Demerara was very perturbed *inter alia* about clause 27. He did not like the idea that a person should not export crude coconut oil except under a licence granted by the Board, which will impose terms and conditions. The point about it is this. That action is connected with the general interest of the industry. It may be necessary to conserve a quantity of crude coconut oil just as provision is made for regulating the export of copra. If they are not subject to control persons may export, or be in a position to export, a much larger quantity of crude coconut oil than is good for the welfare of the industry. It is merely a permission in respect of which you do not pay any fee, but the permission will be granted in accordance with the circumstances. I venture to submit that the clause is a useful one, and it is better to have it than to adopt the principle of closing the door after crude oil has escaped.

With reference to clause 30, which requires a permit for the removal of coconut products, that refers to the refined substances. Again I refer to the definition, which shows what it refers to. Coconut products are subject to an excise duty, and for the same reason that the identical provision exists in other excise statutes in order to protect the revenue, so it is bound to be put here for that purpose. I think the hon. Member’s vision is also somewhat impaired with respect to clause 17, and the hon. Member for Western Berbice suffered similarly particularly with regard to sub-clause (3). The point there is the existing law, and so is the proviso. Every person who is the customer of a broker on the specified

times laid down in the sub-clause receives from him account sales of all the copra which he has dealt with during the statutory period. The producer therefore is able to see and check up on the accounts of himself and other people in the pool, then the distribution is made of the net balance remaining amongst the producers in proportion to the quantity of copra received by him. I think the meaning of the sub-clause is perfectly clear, and, at any rate, for two years there has not been any difficulty.

The hon. Member for Western Berbice also wished to know whether the fibre industry is included. If he looks at clause 23 he would see that the Governor may by Order in Council include in the designation of "coconut products" any other product derived or manufactured wholly or in part from the kernel of the coconut. Whether the fibre is an article which may be manufactured from the kernel of the coconut I offer no opinion on, but if it is and the circumstances warrant it in the opinion of the Governor in Council at some future date, then it is not at all improbable on a good case being made out that it will be included. It is not necessary for me to enter into a discussion as to how much crude coconut oil ought to equal so many pounds of copra. I think the Algebraic sum has been very well worked out by the hon. Nominated Member, and I do not think the hon. Member for Western Berbice is likely to press that point. For the information of the hon. Member for Western Essequibo I may point out that clause 17 (2) is part of the existing law, and apparently it is working quite well and is not doing any hardship to anybody.

The hon. Member for North Western District considers that this Bill does not go far enough. It is not pretended that it is the acme of perfection. I may also say that we have not yet reached finality, or at any rate anywhere near it, with reference to the product which in this Colony is manufactured from the kernel of the coconut or from the coconut itself. I think that there is a likelihood of some such substantial industry being forthcoming. When that does occur the pros and cons of the various limitations and considerations which apply to establishing and controlling it will no doubt be taken into consideration and be dealt with, but it would be rather dangerous for us at the

present time to legislate with regard to something which is in the nature of a hypothetical industry or at any rate an industry the commutations of which are unknown. There are one or two points raised by him which I might just as well deal with.

With regard to clause 4 (3), which makes the applicant for a licence to manufacture coconut products liable if the application is untrue in any material particular, the hon. Member suggested that it should be to the knowledge of the applicant. That would put on the prosecution the onus of proving that the person who undertook the obligation of signing a statutory document did actually know what he was signing. I think it is a reasonable presumption that when a man signs a document required by statute in order to give him certain privileges he would take the trouble to be informed of the contents of the document, and that he should not be allowed to shelter himself behind the possibility that some servant of his had carelessly made an error. If it is worth his while to become a manufacturer of coconut products and to make the investment, it is also worth his while to condescend to the necessity of being sure of the representation which he is making to the authorities for the purpose of getting the privilege, and to fulfil the requirements of the statute that those representations are accurate. I cannot support the hon. Member on his representation. It would leave open the door which might be used at the convenience of some people to the detriment of their honour and to the revenue.

With regard to clause 5 (4) it must be borne in mind that the manufacturer is a person who, under a subsequent clause, has to pay duties for the articles which he manufactures, and the object of this sub clause is to secure those duties. The manufacturer is not in the same position as the broker, who is a person having other people's money in his hands and therefore is required to give heavy security, and he is required to give security of only \$500 to protect the revenue for the duties which he is likely to pay. Clause 8 (2), which gives power to the Commissioner to refuse a licence, already exists in the present law, and so far as I understand no difficulty has arisen in the administration of it. It must be remembered that the

broker is a man who is required to be honest, and we do not want to put producers of copra in the position to speculate on the possibility, probability or improbability of his honesty. This provision gives the Commissioner a discretion in the case of a person who has been convicted of felony, or of an offence involving dishonesty or of an offence under this Ordinance. That is the present law and I venture to say that it should be retained. The proviso in clause 28 (3) has been inserted because it is a reasonable thing to do. The time will be when the quantity which the sampling officer can procure might not be sufficient to make it possible to analyse what is left after a division. That is the reason why the proviso has been inserted. A great deal of difficulty may arise if on occasions the sampling officer has to make a division and when he has done so there is not enough for the Analyst to deal with.

There are just a few points by the hon. Member for Demerara River which I will refer to. I will remind him that clause 2 is the existing section 3 after it is amended and the maximum fine omitted. Up to the present time no difficulty has arisen with regard to the forfeiture that is provided for there. That is a provision that is common in our statutes where the question of licence and excise duty occur, and it is not a modern idea at all. It is quite clear that a man who takes out a licence is not likely to be affected by it. Only a person who breaks the law is likely to be affected, and it is a useful provision, but for two years no difficulty has arisen. With regard to clause 7 (2) the hon. Member said that copra found on the premises of the broker should not be forfeited because I said that the broker would be the trustee of the producers. I did say so and it is so, but I meant, and the law means, that the broker is coming under the statute in accordance with it and with his licence. The statute only provides for the distribution of any balance amongst the copra dealers where the broker is a licensed broker. It is in order to prevent illicit dealings with copra producers that that provision is made, and it must be remembered that the man who does these things would be capable of anything. The hon. Member also referred to clause 31 (2). I think he will agree with me, when I remind him, that it is not new

legislation really. It is in the amending Ordinance of 1934, and it is really a reproduction of the proviso of section 24 of Chapter 102, the Food and Drugs Ordinance, 1918. I have dealt with these matters somewhat in detail in order to save time in dealing with the Bill in Committee.

THE PRESIDENT: Before putting the question to the vote I would like to add one word with regard to clause 22. I may say that it was with reluctance that Government included the producer of crude coconut oil within the ambit of this Bill. It is necessary to do so in order to stop the abuse which is hitting very hard indeed not only those who are manufacturing coconut products legitimately, but also the revenue of Government to a very large figure. It is not intended to affect the business of the small producer of crude coconut oil. In saying that, of course, I must not be taken as saying that he must not keep books; he will have to keep books. What I mean is that Government has no intention of utilising this section as a means of raising revenue. A good deal has been made of the hardship on the illiterate small manufacturer of crude coconut oil. I am in some doubt as to the extent of the illiteracy to-day; in fact, I should be sorry to stigmatise the small producers to-day as mainly illiterate. When he is so there is as a rule some one close by who could be got to keep the form of book prescribed in this clause.

There is also the argument that the Attorney-General brought forward that after all the small manufacturer of crude coconut oil is a sharer in a very large business—a business which is important to the whole of this Colony—and if he is called upon to make a slight sacrifice in the way of having to keep books in the course of his small business he has not really ground for complaint. I was glad to hear the hon. Member for Eastern Demerara drop a hint that he may be able to suggest something which might modify this clause so as to still further ease the way for the manufacturer of crude coconut oil. I can assure him that in any other particular any such suggestion will have the sympathetic consideration of Government. At the same time it is necessary to keep something of the nature of this clause in the Bill in order to

obviate mal-practices of the manufacturer who works illegitimately. On one other point, the matter of fibre, I will say that I do not think it will be germane to this Bill to introduce any protection, or possible protection, of coconut fibre in it. Here we are dealing with the matter of the marketing to a large extent of the oil products of the coconut, and if it is necessary to protect an industry which deals with the fibre of the coconut I think it would be better to deal with it in a separate Bill subsequently. I will now put the question that the Bill be read the second time.

Question put, and agreed to.

Bill read the second time.

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

Clause 2—Interpretation.

THE ATTORNEY-GENERAL: I move that at the end of the definition of "Lard substitute" the word "lard" be substituted for the word "fat."

Question put, and agreed to.

Clause 3—Licence to manufacture coconut products.

THE ATTORNEY-GENERAL: In sub-clause (2) I move that the words "not less than fifty dollars and" be deleted.

Question put, and agreed to.

Clause 5—Duration and duty on licences.

THE ATTORNEY-GENERAL: I move that for the words "next but one after" in the fourth line of sub-clause (1) the word "following" be substituted. That will make it quite clear that the licence will expire on the 31st December in the year following that in which it is granted. In sub-clause (4) I move that the words "to the satisfaction of the Commissioner" be inserted after the word "sureties" in the fourth line. I also move that sub-clause (5) be deleted.

Question put, and agreed to.

Clause 7 and 8 were re-numbered 6 and 7.

Clause 6—Appeal to Governor in Council from refusal to issue licence.

THE ATTORNEY-GENERAL: I now

move that clause 6 be re-numbered 8. The Commissioner has power to refuse a licence to a manufacturer or a licence to a broker, and the clause taken in this order would give the right of appeal both to a broker and a manufacturer.

Question put, and agreed to.

Clause 11—Register to be kept by Commissioner.

THE ATTORNEY-GENERAL: I move that sub-clause (2) be amended by inserting the words "of a district" after the word "Commissioner" and the words "in a district" after the word "person." It will then be clear that the Commissioner's duty will be confined to the district.

Question put, and agreed to.

Clause 15—Constitution of Brokers' Board.

THE ATTORNEY-GENERAL: I move that sub-clause (10) be amended by inserting the words "to be fixed by the Board" after the word "rate" in the fourth line. The sub-clause is the existing law, but those words are not in it.

Question put, and agreed to.

Clause 16—Brokers' Board to fix the amount of advances.

THE ATTORNEY-GENERAL: I move that the last two sentences in sub-clause (3) be deleted.

MR. DE AGUIAR: I listened with very great attention to what the Attorney-General said on the question of contracts, and I venture to disagree with him that there will be nothing to arbitrate about. The producer will at some time deliver undried copra for which an allowance for shrinkage has to be made. That will be part of the contract and disputes are sure to arise between the broker and the producer. I suggest that in the event of any such dispute arising there should be an arbitrator to settle it.

MR. WALCOTT: I do not think any harm will be done if there is an amendment in the words "and in the event of a dispute between the producer and a broker the Board shall appoint arbitrators whose decision shall be final and binding on the parties concerned." So far only two disputes have occurred. The broker is placed in this position. If a man brings in

inferior copra or insufficiently dried copra, unless he objects to taking it without an allowance, he would be penalising the producer of sound copra from getting the full benefit. Sometimes from circumstances over which they have no control producers do not get their copra properly dried.

THE ATTORNEY-GENERAL: I am quite willing to accept the amendment, subject to what the hon. Member thinks, in this form: "Any dispute between a broker and a copra producer shall be settled by two arbitrators appointed by the Board whose decision shall be final." There is no provision for the payment of the arbitrators but no doubt their fee will be forthcoming.

THE CHAIRMAN: I understand that meets the mover of the original amendment.

Mr. WALCOTT: Yes, sir.

Question put, and agreed to.

Clause 17—Brokers to make advances to copra producers and to account for and distribute the proceeds of sales.

THE ATTORNEY-GENERAL: I wish to move two amendments in sub-clause (4): that in the second line after the word "greater" the words "or less" be inserted, and for "to have his licence revoked" the words "to a penalty not exceeding two hundred and fifty dollars" be substituted. Power to forfeit the licence is contained in clause 9. In sub-clause (5) I move that the words "supplied by the copra producer" in the last line be deleted. In sub-clause (8) I move that the words "to a penalty not exceeding one thousand dollars" be substituted for the words "to have his licence revoked."

Mr. WALCOTT: I suggest that for the word "ten" in the first line of sub-clause (3) the word "twenty-one" be substituted. Frequently shipments are made to London just about the end of the month in the quarter and it is not possible to get the returns here by the 10th of the month following whereas they can be got by the 21st., and I have been asked to request Government to allow the amendment to be made.

Mr. SEYMOUR: I move that in sub-clause (2) the commission to the broker

be reduced from 25 to 15 cents. I have had correspondence with the Brokers' Board over this matter and I speak feelingly as it affects me personally and others. At the rate of 15 cents the Board will collect \$4.56, which is adequate for their disposal of the copra.

Mr. JACOB: I beg to support the amendment. If it is not acceptable to Government I suggest that the words be "not exceeding twenty-five cents," so that at any time when the Board has funds it may be reduced.

Mr. DE AGUIAR: The broker charges 25 cents for services rendered and 20 cents which is payable to the Board. I think the hon. Member is asking for too much. At 15 cents per 100 lbs. the amount is \$4.36, not \$4.56.

Mr. SEAFORD: May I ask what the \$4.36 is to cover?

Mr. WALCOTT: First of all, the broker has to find the money to give the producer the advance whenever he brings him copra, and he has to hold that copra until such time as he can favourably dispose of it. There have been times when it was in the interest of the producer to hold the copra for two, three or four months. The extra price that was obtained by doing so was appreciable, and I have no doubt that the time will come when the Board will consider it desirable to do so again. Not only has the broker to find the money at any time he receives copra; he has to store it, insure it and calculate interest on the money. More often than not he has to open and examine each bag of copra delivered to see that there is no foreign substance in it and that it is properly dried and acceptable at the full rate. His work is not so easy or his expenditure so little as some of my friends seem to think. There was a time not long ago when the majority of brokers nearly threw up brokerage. One large and responsible firm told me they were on the point of doing it as they had lost money, and that is my experience too. Now it is a little better and we are all carrying on in the hope that in course of time we will have more copra and make more money.

Mr. MACKEY: I endorse the remarks of the last speaker. If the hon. Member for Western Essequibo would look at the

annual report of the Director of Agriculture he will find exactly what the charge of 25 cents per ton of copra is supposed to cover. It not only covers interest but covers storage and possibly lighterage if the copra is exported. An important point which he has omitted to mention is that the broker has to employ a clerk to keep the books, which are very complicated. I think the charge of 25 cents is very reasonable.

Mr. SEYMOUR: I accept all that has been said in very good faith. I make the suggestion that they make a sporting offer to knock off 5 cents.

Mr. WALCOTT: I cannot undertake on behalf of anybody to accept that suggestion, but if the price of copra goes down again to one cent per pound, as it did four years ago, I promise my hon. friend that I will be the first to move a reduction, not to 20 cents but to 15 cents.

Mr. PEER BACCHUS: In view of what the hon. Member has just said I move that the sub-clause be amended to read "not exceeding twenty-five cents."

Mr. WALCOTT: I ask the hon. Member not to press that amendment. I don't think he realises quite what it might mean. If we were to fix a rate "not exceeding twenty-five cents" we might find some brokers charging 24 or 23 cents, and that might undo the whole spirit which permeates this Bill—standardisation.

Question that the clause stand as printed put, and agreed to.

Clause 18—Books to be kept by broker.

THE ATTORNEY-GENERAL: In pursuance of an amendment made previously I move that in sub-clause (2) the word "twenty-one" be substituted for the word "ten," and in sub-clause (3) that the word "five" be substituted for the word "one" in the last line.

Question put, and agreed to.

Clause 19—Brokers to make deposit or insure against default to copra producers.

THE ATTORNEY-GENERAL: As I indicated, I move that sub-clause (4) be struck out and the following substituted:—

(4) A banker who intends to withdraw any undertaking given by him may do so at the expiration of two months from the date of the receipt by the Colonial Treasurer from him of a notice to that effect.

(5) Where the Colonial Treasurer receives such a notice from a banker he shall thereupon send to the broker a copy of the notice together with a notice requiring the broker to deposit with him before the day on which the notice expires the sum of five thousand dollars either in cash or in securities to be approved by him, or a banker's undertaking for that amount, and, if the broker fails to comply with this requirement, his licence shall be deemed to be determined.

Question put, and agreed to.

Clause 21—Books to be kept by manufacturer of coconut products.

THE ATTORNEY-GENERAL: I move that sub-clause (3) be amended by substituting the word "fifty" for the word "forty" in the last line.

Question put, and agreed to.

Clause 22—Books to be kept by producers of copra and crude oil.

THE ATTORNEY-GENERAL: I move that in sub-clause (2) the words "and twenty" in the last line be deleted.

Question put, and agreed to.

Clause 23—Power to apply Ordinance to other products.

THE ATTORNEY-GENERAL: I move that there be added two new sub-clauses, the reasons for which I gave fully this morning:—

(3) The Governor may by a subsequent Order in Council vary or revoke any Order previously made under this section.

(4) Any Order made under this section shall be laid before the Legislative Council within three days next after it is made if the Council is then sitting, or if not, within three days after the commencement of the next ensuing session, and it shall cease to have effect on the expiration of seven days thereafter unless before the expiration of that period it has been approved by resolution passed by the Council, but without prejudice to anything done thereunder or to the making of a new Order.

Question put, and agreed to.

Clause 24—Governor in Council to fix price of copra.

Mr. PEER BACCHUS: I move that in sub-clause (2) the words "and fifteen" be inserted between the words "hundred"

and "pounds." I am sure that will be to the benefit of the coconut industry as a whole. I ask the Committee to bear in mind that it is on the price of copra we estimate the average price of crude coconut oil.

THE CHAIRMAN: Would the hon. Member say why he has selected the figure 15?

Mr. PEER BACCHUS: In computing the price of crude coconut oil. At present copra is 3 cents per lb., and in computing that price they will be getting 45 cents more for the $6\frac{2}{3}$ gallons of crude oil. Coconuts will then reasonably fetch 80 cents per 100, and it will require at least 15 lbs. more of copra to produce $6\frac{2}{3}$ gallons of crude coconut oil.

PROFESSOR DASH (Director of Agriculture): This point was carefully worked out and it was established that 100 lbs. of copra is equal in value to $6\frac{2}{3}$ gallons of crude coconut oil. That was also the opinion expressed at the Chamber of Commerce by those in a position to know. The hon. Member is probably mistaken in regard to his figures.

Mr. PEER BACCHUS: I might be mistaken in regard to the results of Trinidad coconuts but not so far as British Guiana is concerned.

Mr. WALCOTT: I think the hon. Member will find that 1 lb. of copra in Trinidad and Demerara would yield the same result. That has been our actual experience. If we were to fix 115 lbs. of copra as the basis for $6\frac{2}{3}$ gallons of crude oil, the price of copra having been fixed would reduce correspondingly the value of the oil. The 45 cents is fixed on 100 lbs. which it has actually turned out to be.

Mr. DEAGUIAR: Some of us do not seem to follow the various speakers on the point. I would like to know the position fully before I vote on it. I must confess that I do not follow the question.

THE CHAIRMAN: The only specific statement we have is that the yield of 100 lbs. of copra is $6\frac{2}{3}$ gallons of oil, and I understand the hon. Nominated Member to confirm that statement.

Mr. WALCOTT: At present the refiners prefer to have 100 lbs. of copra than $6\frac{2}{3}$ gallons of oil. They find that it

is cheaper to buy copra than to buy oil, and if we make an allowance of 15 lbs. more for oil we are going to make it worse for the producer and better for the refiner. I am certainly all out for the producer and not for the refiner.

Mr. PEER BACCHUS: The price of copra has been fixed at 3 cents per lb. and the refined oil manufacturers buy copra at that price. If they are asked to buy crude coconut oil they will buy $6\frac{2}{3}$ gallons calculated on the value of 100 lbs. of copra, therefore they will be paying \$3 for $6\frac{2}{3}$ gallons of oil. If my amendment is adopted they will have to pay \$3.45 for the $6\frac{2}{3}$ gallons of oil, and that is my point in asking that the weight of the copra be increased.

Mr. DE AGUIAR: I think I see a little daylight now. Sub-clause (1) deals with the price the manufacturer has to pay when he is purchasing copra. Sub-clause (2) deals with the price the manufacturer has to pay when he is purchasing crude oil for conversion into refined oil. The hon. Member is saying that the manufacturer of crude oil will have to furnish $6\frac{2}{3}$ gallons to collect the value of 100 lbs. of copra but that it would require 115 lbs. of copra and not 100 lbs. to make that quantity of crude oil. It seems to me that we cannot make legislation for the purpose he desires.

Mr. SEAFORD: It is the coconut industry we are endeavouring to protect and the crude oil manufacturers are a very small minority.

Mr. WALCOTT: This Bill is designed primarily to help the growers of coconuts, to turn their coconuts into copra or oil. Within the last two years the number of makers of crude oil has practically doubled. That is due to the fact that there has sprung up what I call "a pirate refiner"—the man who is not making oil of the standard and quality required by Government and is not paying any excise duty on it. On the one hand he is cheating Government out of the excise duty, and, on the other, he is giving consumers a very poor deal and doing harm to the health of the community. Any man who can refine oil up to the standard required and pays his excise duty is a friend of mine, but if he does neither he is anything but a friend of mine or should be of any member of this community.

THE ATTORNEY-GENERAL: The point that strikes me is that if you are going to take the standard of the hon. Member for Western Berbice as the measure of the quantity of oil that should be produced, then you are going to penalise very heavily the man who can produce 20 or 30 per cent. more oil out of the same quantity of copra. There is another point I should like to call attention to. This provision is not new but is in the present Ordinance. There has been no substantial complaint about it during these last few years, and far as is known it has been working very well. The burden of proving the necessity for the change is entirely on him, and he must show that it is in the interest of the industry that there should be a change.

Mr. WALCOTT: The local users of copra have made no complaints whatsoever.

Mr. PEER BACCHUS: I would like to make it perfectly clear that I was not trying to help those manufacturers who are out to defraud Government of revenue. I was endeavouring to help the coconut industry, and I am yet to be convinced that the amendment will not benefit the industry.

THE CHAIRMAN: I do not think anyone suggested that the hon. Member wanted to help the dishonest manufacturer. I have not heard that suggested.

Mr. WALCOTT: I never suggested it, sir, and I never intended it.

Question that the clause stand as printed put, and the Committee divided and voted:—

Ayes—Messrs. Mackey, Jackson, Seymour, King, Jacob, Crum Ewing, Walcott, De Aguiar, Gonsalves, Laing, Dr. Henderson, Major Craig, D'Andrade, Austin, Seaford, Mullin, McDavid, Professor Dash, Major Bain Gray, the Attorney-General and the Colonial Secretary—21.

Noes—Mr. Peer Bacchus and Dr. Singh—2.

THE ATTORNEY-GENERAL: I move the insertion as sub-clause (3) of the following:—

(3) Any manufacturer who shall contravene

the provisions of this section shall be guilty of an offence and shall be liable to a penalty not exceeding two hundred and fifty dollars.

I may point out that this sub-clause was in the original Ordinance, but by inadvertence it was omitted to form part of the section.

Question put, and agreed to.

Clause 25—Manufacturer-producer to make returns when required by Board.

THE ATTORNEY-GENERAL: I move that in sub-clause (1), paragraph (c), the words "at the discretion of the Board" be inserted after the word "shall" in the second line, and that in sub-clause (2) the words "to be fixed by the Board" be inserted after the word "rate" in the second line.

Question put, and agreed to.

Clause 27—Licence to export crude coconut oil.

Mr. DE AGUIAR: This is a redundant bit of legislation and to put myself in order I move the deletion of the clause.

THE CHAIRMAN: The hon. Member can vote against the clause. To move the deletion of the clause is simply to vote against it. To what extent does the hon. Member not accept the explanation given by the Attorney-General?

Mr. DE AGUIAR: I said this morning that I consider some hardship will be created by including this clause in the Bill. This clause will not in any way benefit the coconut industry. The whole object of the Bill is to benefit the industry and protect the revenue. I do not see what the export of crude coconut oil has to do with that. We are not dealing with anything relating to the export of crude coconut oil, and there is absolutely no need for this clause to remain in the Bill.

Mr. SEYMOUR: I fail to see why we should not export crude coconut oil. There is no restriction on the export of coconuts, and the more copra we export the more chance we have of getting more than 3 cents per lb.

THE CHAIRMAN: As I understand it,

this clause is complementary to clause 14 (3), which gives power to restrict the exportation of copra.

Mr. DE AGUIAR: The idea is that too much crude coconut oil is being exported, and if it is likely to affect the price of refined oil or copra the Board will stop its exportation. If we can obtain a demand for our crude coconut oil in the outside markets the proper remedy is to increase the local price of copra.

Mr. WALCOTT: There is no intention to stifle the export of crude oil. The necessity for this clause is to complete the control of oil, otherwise there would be just a little loophole left open. An alleged manufacturer of crude oil might really be the manufacturer of refined oil, and he will try to get away with it if there is not this safeguard. On the other hand the time may come when it is inadvisable to allow too great a shipment of crude oil, but I do not anticipate that time. My real reason for wishing to see this clause retained is that we do not want to leave the loophole open to illegitimate traders. The idea of the licence is that the Board can, at the request of anybody who wishes to export crude oil, satisfy themselves that the person is exporting crude oil. There will be no question of disability, and permission will be given freely as long as exports are legitimate.

Mr. SEAFORD: I do not quite follow the argument of the hon. Member for Central Demerara. If the Board are allowed to restrict the export of copra they must also be able to restrict the export of crude oil.

Professor DASH: I think the Members who are opposing the clause are unduly apprehensive or are unaware of the necessity for the control of these products. If you do not control the export of crude oil and our supplies run short the whole of this scheme breaks down, and if you control export of copra in the same way you must take steps to control the export of crude oil. You might have a shortage

of crops and it is quite in order to have this control

Mr. DE AGUIAR: When I moved the amendment I had in mind the Colony enjoying a small export trade, and I would like to see that trade grow. We export crude coconut oil to Dutch Guiana, not a large quantity it is true, and I would not like to see any undue restrictions placed on it or on any other local produce. That is the view I take of it. I can well understand the desirability for ensuring supplies, as explained by the Director of Agriculture, but if the object of this clause is to impose undue restrictions on the export of crude oil I shall continue to voice my disapproval of it.

Professor DASH: I know of one country where there was no restriction, and the supply was exhausted and they had to go out and buy.

Clause 28—Taking of samples.

Mr. JACOB: I find that the proviso in sub-clause (3) is something new and would like to press its deletion. It would be obviously unfair to anyone not to obtain samples so as to check them when a complaint is made against him. The Attorney-General might explain if there is any corresponding provision in existing legislation elsewhere, so that we might have some precedent for this innovation.

THE ATTORNEY-GENERAL: I am not aware that any similar legislation exists anywhere else, but I have already pointed out the bearing of it. It may be a man's misfortune not to have enough of the article to divide in three, but his not having a sufficient quantity may also be by design. I think it is leaving the door open to—

THE CHAIRMAN: You may finish your sentence.

THE ATTORNEY-GENERAL: Fraud (Laughter).

The Council resumed and adjourned until the following day at 11 o'clock.