

*Wheat Acreage Reduction Act*

As I was saying, the landlord after all holds the lease; he has adequate protection. He can refuse to renew the lease if there is some dispute; he has recourse at law.

Mr. DONNELLY: That is after the money has gone to someone else.

Mr. DOUGLAS (Weyburn): He has adequate protection to recover money which belongs to him, or if the tenant has signed an application form to some other landlord. It seems to me that the section as proposed by the minister will give all reasonable protection and will help to settle some of these cases during the summer months and will not hold up payment as it has sometimes been held up on account of different claimants for the bonus.

Mr. DONNELLY: All who have been renting land in western Canada for years know that a tenant can leave his farm at any time he likes, and that the landlord sometimes has great difficulty in getting rid of a tenant. Take the case of a man who has land which he has bought under agreement of sale and has rented. You are asking the tenant then to decide whether the money is to be paid to the man who has bought the land or to the original owner, if there is a dispute, as there often is, between the tenant and the landlord. The tenant is the one who is to decide who will get this one-third bonus. I do not think that is right. I can see all kinds of difficulties. There are cases where there are disputes between landlord and tenant, and the tenant will do anything in the world to make trouble for his landlord.

Mr. GARDINER: We are just asking if the other individual is his landlord; then we settle the rest. In the form the farmer fills out he is asked to indicate whether anyone else is interested in the land. The cases intended to be dealt with by this section are cases where I would say that ninety-nine people out of a hundred would say the individual is not a landlord at all. It is a case where a man has borrowed some money, say from some institution, that writes in and says, I have an interest in that land. Maybe indirectly he has, but he has never been considered the landlord, never been considered the man who had rented the land to anyone. That is the only kind of case about which we have any difficulty. I would think that almost everyone with whom we have had any dealings has said quite frankly whether he has a landlord or not, and we deal accordingly. But these other cases have been dragging for a long time; we are satisfied

[Mr. T. C. Douglas.]

there was never any intention that the man should be considered a landlord, and yet we cannot make payment at present until they agree.

Mr. HANSON (York-Sunbury): Where there is a tenancy there must be a letting, either verbal or in writing. A tenant in law cannot deny his landlord's title under whom he holds; he is estopped. I do not understand the legal position to which the minister is referring. Who is this mysterious person who puts in a claim, having borrowed money from an institution, I suppose on a mortgage?

Mr. DONNELLY: Then he assigns his lease.

Mr. HANSON (York-Sunbury): Very often the mortgagee takes an assignment of lease so that he will be in a position to collect the rent. There is nothing wrong about that. The question then is, who becomes the landlord? Of course the assignee of the lease is the landlord involved.

Mr. DONNELLY: But the tenant is being asked to decide.

Mr. HANSON (York-Sunbury): The tenant may not be in a position to know. I think the minister is asking for a lot of trouble here.

Mr. ROSS (Moose Jaw): Section 6 reads:

A landlord, to be eligible for any payment under this act in respect of the wheat acreage reduction on any farm in any year, shall make application, on which shall be endorsed the tenant's acknowledgment that the applicant is his landlord, not later than June 30 of that year. . . .

In other words, this section will preclude any actual landlord from getting any payment unless he has that application signed by the tenant.

Mr. HANSON (York-Sunbury): I think the department is looking for a lot of trouble.

Mr. ROSS (Moose Jaw): You might be able to determine who is the landlord at some time after June 30. But if this landlord prior to June 30 has been unable to have his tenant sign an application form and get it into the office, even though the tenant might want to have the landlord get his share, it cannot be done.

Mr. DOUGLAS (Weyburn): It says that in the event of any dispute between a landlord and a farmer, or between two or more landlords, the minister may order a division of the payment.

Mr. HANSON (York-Sunbury): Does the hon. member approve that principle?