

Mr. HANSON (York-Sunbury): Of the bonus?

Mr. GARDINER: Yes, as a result of the land having been taken out of wheat. We think that is fair, and although it may seem an extraordinary thing to do, it is justified by the fact that we broke his agreement.

Mr. ROSS (Souris): I cannot agree with the hon. member for Swift Current. I wish to support the minister. From practical experience that I have had in my part of the country, I think section 6 is all to the good. I am glad to see the section there. I think it is unjust that these payments should be held up. All that needs to be done is to submit the matter to the secretary, and in the vast majority of cases it will be found that the tenant is only too pleased to sign. He has had to sign a lease with the landlord in the first place. If there should be any difficulty, that is covered by section 7. Section 6 would assist in overcoming some of the present difficulties, and I submit that it should remain there. I know there have been disagreements, but section 7 covers that point.

Mr. MacNICOL: What would the disagreements be over?

Mr. GRAHAM: If the section would accomplish the purpose of the hon. member for Souris I would be in agreement with him, but a tenant's statement that the landlord is the landlord does not establish in law that the person claiming is in fact the landlord. It still leaves the minister and the department in exactly the same difficulty as they are in now. If it did solve the difficulty which the minister suggests I would be in hearty agreement, because I think we should see to it that the actual farmer gets paid promptly when the bonus becomes due and payable. But this provision will not settle anything. It will not relieve the department from any responsibility it has now. I know that the relationship between the farmer and the landlord is in many cases friendly and cooperative, but in the very class of cases where disputes might arise, where it is impossible for the landlord to get in touch with his tenant, you are binding the department by a statutory provision, and any regulation or ministerial act cannot change the effect of that statutory provision. I suggest to the minister for his own peace of mind and that of the department that this does not help to solve the difficulty with which he is presented. It is only adding another class who will rise up in arms at the unfairness of this particular provision. If that unfairness is caused by an unwilling or unfair

or difficult tenant, I would say this has no value and will only cause considerable criticism. I am quite certain that this will not cure the difficulty.

Mr. DOUGLAS (Weyburn): I wish to support the minister. The real purpose is to help to cure at an early date, a lot of misunderstanding, to help the tenant and the landlord to come to some clear understanding of the allocation of the bonus prior to the time the money is available for payment. There have come to my attention several cases where one or two parties have made application for a share of the bonus. The operator of the farm did not know that somebody had made application, and when he got his cheque he did not get as much as he thought he should have got, because other people had made application for a part of the bonus. There are other cases where the person making application for a share of the bonus, namely, the mortgagee or landlord, would make some slight error in the legal description of the land, and through that clerical error the person who expects to get the bonus finds that he gets only part of it. If the application made out by the landlord were submitted to the tenant, and the tenant signed it, there would be no danger of that clerical error. It would be known exactly who had made the application, and if there were any dispute the dispute could be settled prior to June 30, instead of having to wait until next fall when the operator of the farm is expecting payment.

As far as the protest of the hon. member for Swift Current is concerned, the landlord has plenty of protection now. The man operating the farm is operating it under a lease.

Mr. GRAHAM: If I may interrupt to ask a question, would it not be better to pay the tenant two-thirds and hold the remainder in escrow until the question of who is the proper landlord is settled by a court of law or some other proper tribunal. Do not hold up the tenant when you can hold the landlord's share in escrow until the question of who is the landlord is settled.

Mr. DOUGLAS (Weyburn): That could be done, but under the next section the minister is to decide between two or more landlords. It is not a matter for the courts. The matter will be more quickly settled if the tenant has to sign an application form of the bona fide landlord, and if there is a dispute as to who is the bona fide landlord they can deal with the matter now.