

the mortgage companies, "You get whatever percentage is provided for in the contract so long as it is not over a third".

Mr. DOUGLAS (Weyburn): So far as older people are concerned, there will be a hardship, although I think there will be a hardship in any event for everyone, old or young. The mortgagee in a great many instances, particularly in Saskatchewan, is either a mortgage company or a loan company or an insurance company. This is what will happen. A man summer-fallows land, and in the heavy land around the Regina plains where he is using tractors and buying oil it is a fairly expensive process. The hon. member for Portage la Prairie (Mr. Leader) suggested \$5; but even if we allow \$4 to cover the cost of summer-fallow, if one-third can be collected by the mortgagee or vendor all the farmer will get out of the \$4 bonus is \$2.66. And the mortgagor bears the entire expense. I can understand in the case of coarse grain there is an argument, when the \$2 is part of the proceeds of the crop, and it may be that the mortgagee is supplying the seed. But in the case of summer-fallow he is supplying nothing, except that he pays the taxes out of his share of the crop, if there is any.

Mr. GARDINER: The owner is supplying the land.

Mr. GRAHAM: The point raised by the hon. member for Weyburn is interesting, although I do not think I go quite as far as he does; I do not think it necessary. There should, however, be a distinction between the true landlord, that is the owner of the land who rents it and receives an annual rental for the use of the land, and the other types who come within the meaning of the term "landlord" under this regulation, including the vendor of land and the mortgagee. We have to keep in mind that, in the case of vendors or mortgagees, if they do not receive a payment in any given year their debt is only postponed. Their position is entirely different from that of the true landlord who receives an annual rental for the use of land which he owns. While I would not have the government discriminate against the mortgagee or vendor, I suggest that we have in mind the situation, particularly in my own province but to a greater or less extent in parts of Alberta and Manitoba, where we realize that the question of debt adjustment is a most important one, so much so that recently the provincial legislature saw fit to amend the Crop Payments Act to permit of a mortgagor or purchaser under a mortgage or agreement for sale retaining out of the creditor's share sufficient at least to main-

[Mr. Gardiner.]

tain himself and family. If there is any dispute, the matter goes before the debt adjustment board and the machinery provides for a hearing of the points involved, the decision of the board being binding on the debtor and creditor, as far as a decision can be binding. If either is dissatisfied there is an appeal to a district court judge.

I suggest that the government would be wise to consider leaving the relationship of the mortgagee with the mortgagor and the vendor with the purchaser in the same position as that of any other debtor and creditor, in the province of Saskatchewan particularly. It seems to me inviting trouble for the minister and the government if we attempt to pay money direct to them out of this. If the money is paid to the farmer direct, no right that the mortgagee or vendor ever had is disturbed by that payment. If the amount he receives under this, combined with the amount of crop which he harvests or the amount of live stock which he sells, is more than sufficient to perform that fundamental task of maintaining himself and his family, then, of course, the mortgagee or vendor will get a reasonable share of that surplus. Therefore, I suggest that the minister consider whether he had not better confine the meaning of the word "landlord" to the true landlord, the owner of land who is entitled to an annual rent and who cannot postpone that rent in the same manner as a vendor or mortgagee. It would save the dominion government considerable trouble to leave the task of settling the relationship between debtor and creditor to the proper governmental authority, that is the provincial government.

Mr. NICHOLSON: Following what the hon. member for Weyburn said, I point out that if something is not done to give the farmer some further return in addition to the two-thirds proposed, I fear that large areas will not be seeded. Take the case of a farmer who was prepared to seed 100 acres, a return of twenty bushels to the acre would give the landlord \$333 and the farmer \$666. I realize that the landlord, by not having his land seeded, will suffer loss of income. But suppose this 100 acres should be summer-fallowed this year, according to the proposal the farmer would receive only \$266 and the landlord or mortgage company \$133. In most parts of Saskatchewan the farmers would find it impossible to summer-fallow 100 acres in a satisfactory manner on a return of \$266. In view of the fact that the farmer's living must come from this 100 acres to a certain extent, a great hardship will be worked on the farmers if we expect them to summer-fallow, pay the