

*Wheat Acreage Reduction Act*

whether a mortgagee is a landlord. I take it that in the tenant's application he is required to answer the ordinary question, "Who is your landlord?" I suggest that that is as far as the tenant should be expected to go and as far as the landlord should be required to go if the matter is not in dispute. If the matter of who is the landlord and who is entitled to the landlord's share becomes a question which must be settled, it has to go to a court of law, and is often a point of great difficulty. I could suggest to the minister the case of a landlord who might be a long way off, who could not get in touch with the tenant in order to obtain that particular acknowledgment by his tenant; and, if this section is not complied with, I take it that the landlord would be precluded from securing his proper share of the payment made under the provisions of this act. I can imagine, as the minister can, the landlord and the tenant having a row, and the tenant saying, "I won't sign anything," and there is nothing in the act which would compel him to do so. So that I submit to the minister that the act will cause less difficulty—I suggest it will cause him less trouble in answering complaints on the part of landlords—if he eliminates that provision completely from the section. I think it will be only a source of trouble and vexation. There would be nothing at law to permit the Prairie Farm Assistance Act branch to rely upon the statement of the tenant. Let the tenant in the application declare who is commonly known to be his landlord, and let the landlord make application for payment.

Mr. DONNELLY: I wish to support the hon. member for Swift Current in what he has said with regard to this section of the bill. I can imagine a case such as this, that a landlord has his farm mortgaged and has it rented to some tenant. The mortgagee company makes application to the representative of the wheat acreage reduction branch, and so does the landlord. Under this section as it reads at present, the tenant is asked to decide which man is the landlord. In nine cases out of ten the landlord has assigned his mortgage to the mortgage company, but the tenant will say that the landlord is the man who has rented him the farm, and this section makes the tenant the one who is to decide who shall get the third or other portion of the wheat acreage reduction. My opinion is that this should be left out entirely. The tenant should not be required to do that sort of thing. There will be difficulty in getting the tenant to sign. We are here, and we have to send a document out to the tenant and get him to sign it.

[Mr. Graham.]

We shall have all kinds of difficulty in getting that done. I do not think that should be asked to be done.

Mr. GARDINER: I quite agree with the two hon. members that this is an extraordinary thing to do, but the situation itself is extraordinary. We have constituted ourselves collectors of rent for landlords. The fact that we do not pay this money does not establish the fact that the landlord has no right to it. He owns the land. He has the right to put the renter off the land, or take other legal action if the renter does not pay the rent. But we do not want to hold up payment to the farmer himself over a long period of time, and that is what we have to do now. Here is a certain amount of money. We have paid two-thirds to the farmer, and we think one-third might be due to somebody else, but the farmer will not admit that this other party has any claim. Some of these payments have been due as far back as 1941. We hope to make these payments at some time. The legal advice we received is that under the act we have no authority to pay that money to anybody but the landlord, and we cannot prove that he is the landlord. We do not want to hold up payment to the farmer himself. I can understand the concern there might be for landlords in certain cases, but I can assure the committee that these payments will be withheld in cases where there is extraordinary difficulty.

Mr. HANSON (York-Sunbury): On principle, why should the department intervene as a collecting agency for the landlord or mortgagee, who has now more than common law rights? He has lien rights and the right of distress and distraint. I do not know much about this, but I suggest that for the department to constitute itself a collecting agency for the landlord is going a long way. I would leave these people to their rights under the law.

Mr. GARDINER: There is one reason. The landlord has entered into an agreement with the renter, under which the renter agrees to summer-fallow so many acres, to sow so many acres to wheat, so many acres to coarse grains, and so many acres to be in grass. Then we come along and say that in spite of what is in that agreement the renter does not need to sow any wheat; we pay him for not growing wheat. The agreement probably says that the only rent the owner gets is a certain proportion of the cash wheat crop. But we say to the tenant: You do not need to grow any wheat at all; in fact we will pay you for not growing wheat. Therefore, to protect the landlord we propose to send one-third—