

Mr. GARDINER: Where that is the practice, in all probability payments will not be made until around the first of August or later; and if he sows nothing after that, it is just pasture. That is a matter of his own judgment.

Mr. DOUGLAS (Weyburn): I wish to join with those who suggest that, if it is at all possible, there be some fairly clear definition of the words "summer-fallow". Like the hon. member for Macdonald (Mr. Weir), I have received a number of letters from people. On land subject to soil drifting they have been summer-fallowing in the way the hon. member suggests, sowing corn and cultivating in between. Will this be considered summer-fallow or coarse grain? One of the difficulties about a bonus like this, or any other bonus system, is that so much discretion must be left to the field man or the inspector. One of the difficulties about administering it will be that in some instances the inspector, either because he thinks he is right or because he does not like the fellow with whom he is dealing, will decide that it is not proper summer-fallowing. The minister and members will receive letters and correspondence; they will have interviews with boards and all that sort of thing to settle border-line cases. The closer the definition can come to what will actually constitute summer-fallow, the less grief we shall have next year in the course of administration.

With reference to regulation 5 I would draw this to the attention of the minister:

In the case of a farm in which the landlord has an interest in the crop returns on the whole of the farm, the landlord may be entitled to receive not more than one-third of the amount to be paid for wheat acreage reduction on the farm.

It does not say "shall be entitled"; it says he "may be entitled". Does this mean that the landlord will have the power to seize one-third of the bonus? A large percentage of the leases out west are one-third crop share leases.

Mr. GARDINER: This is intended to deal with the case where a man has a three-quarter section of land and the mortgage is on one quarter. He may have had all his wheat last year on the half-section that has no mortgage on it. What this intends is that the man in that position pays to the mortgage company only one-third of one-third. The wheat spreads over the whole thing and the collection spreads over it all. It is proportionate.

Mr. DOUGLAS (Weyburn): That is what paragraph (b) says. What about (a)?

Mr. GARDINER: That is, in the case of a farm in which the landlord has an interest in the crop returns on the whole of the farm. He may be entitled to receive not more than one-third of the amount to be paid for wheat acreage reduction on the farm. The amount he is to be allowed is only one-third. The government itself is not assumed to have taken any obligation upon itself. If it pays \$10 too much or \$5 too little, we shall not have a lot of litigation. The decision is with the government and not with the mortgage company.

Mr. DOUGLAS (Weyburn): In the case of a crop share lease, a one-third crop share lease, the landlord pays the taxes out of his third and that is all the obligation he has. In the case of summer-fallow, the farmer will do all the summer-fallow, putting up all the expenses, and he gets a bonus of \$4 an acre. Has the landlord or the mortgagee any claim on that under regulation 5(a)? Can he claim one-third of that bonus?

Mr. GARDINER: Under the regulations as they are drafted, a mortgage company or any one who is interested, whether it be the vendor or the mortgage company or anyone of that kind, if there is a crop agreement with the person who is on the farm, is permitted to collect up to one-third but not more than one-third. Even if they have a half crop agreement they can collect only one-third; they must put in their claim before May 1 just as the farmer puts in his claim before May 1, and that will have to be proved as a legitimate contract between the two individuals.

Mr. DOUGLAS (Weyburn): Why should he in the case of summer-fallow be entitled to one-third? In the case of coarse grain I can understand it. The sum of \$2 paid in the case of coarse grain has reference to a process in production, but in the case of summer-fallow he has no investment.

Mr. GARDINER: Under most of these contracts the farmer has to do certain things and one of them is that he must summer-fallow so much land. Another may be to grow so many acres of wheat, oats and so on, and then the vendor or the mortgagee has a claim of one-third of that crop. We come along and say to the individual, "We are taking away the terms of that contract and giving you the right to reduce that acreage, and because you are reducing it you will get certain payments". The vendor in many instances is some old person who has sold the land to another member of the family or to some one else, and it is his only means of support. We say to