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THE 1960 FIJI SUGAR DISPUTE : THE CANE GROWERS
VERSUS THE C.S.R. COMPANY

A thesis presented in partial fulfilment
of the requirements for the degree of
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Fred K. Charan

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PREFACE

Sugar is Fiji's chief export and accounts for over eighty per cent of its total export earnings. The set up of the Fijian sugar industry is perhaps unique in the world. The buying and processing of cane as well as the distribution of sugar up until 1962 were entirely in the hands of the Colonial Sugar Refining Company (usually referred to as the CSR or the Company) of Australia. The Company was also the owner or lessee of nearly half of the colony's total cane lands which were leased or sub-leased to over 5,200 small Indian tenant farmers. In its milling, operations and transport network the CSR employed over 2,500 workers. Thus the CSR enjoyed a monopoly in the manufacture and distribution of sugar as well as holding an oligopoly as far as control of cane lands was concerned. From this strong position it could deal with the cane farmers successfully over matters such as cane payments to the farmers or conditions regarding harvesting and transporting of cane to its mills.

If the cane growers failed to reach a favourable agreement with the CSR over the sale and purchase of cane they were faced with the unenviable position of having in hand a commercial crop with no buyers. The growers' position was aggravated by the fact that the cane crop deteriorated if it was not harvested in season and further it remained at the mercy of floods, hurricanes, droughts or even fires which were not uncommon occurrences in the sugar districts. The livelihood of over 80 percent of the Indian farmers depended solely upon the income derived from the sales of sugar cane which brought by far the biggest return of any other crop. Sugar cane growing thus dominated the farming activities of Viti Levu and Vanua Levu's western coastal plains, the only plains large enough for extensive agricultural use.

Compared with the CSR the cane growers' position was weak. Most of them were tenants, either of the Company, the Fijian landlords, or the Crown. As for their economic position their highest common denominator was indebtedness to the retail stores in town caused mainly by spending far beyond their income which was difficult to estimate until the cane payments were received at the end of the year. Furthermore, it was difficult to estimate the cane yield which could be affected by floods or drought. Although they held a monopoly in the ownership of the cane crop the cane farmers' ability to confront the CSR on equal terms was limited by the lack of unity amongst them.

The 1960 troubles arose out of a dispute between the cane growers and the CSR over the terms of an agreement for the sale and purchase of cane to supersede a contract that had expired in May of that year. As a result of the dispute cane growers did not cut their cane and crushing was delayed for five months with the resultant loss to the colony of well over \$2 million in export revenue.¹

The dispute highlighted the problems of the sugar industry and showed the unsurpassed economic strength of the CSR and the potential for internal dissension within the Indian farming community. Moreover, the colonial administration, out of touch and remote from the farming community, was never able to win their support. The colony's administrators found it much easier to co-operate with a foreign-owned sugar monopolist than with Fiji's farmers. If the government did anything, it joined the ranks of the farmers' critics.

This study is an examination of the dispute while its memories are still fresh in the minds of those who were involved in it or who suffered from it.

1. Judy Tador (ed.), Handbook of Fiji (Sydney, 1962), p. 115.

The farmers lost the battle against the CSR. Internal dissension caused a split amongst them resulting in the signing of an agreement on 24 July by two of the six Indian cane farmers' associations. The agreement was successfully opposed for a month when the first mill started crushing. By 10 September all the four mills were crushing but on a very limited scale. More than half of the growers were still on strike which ended on 15 October with the strikers having made no further gains than what was already agreed to in the 24 July agreement. The farmers' strike was thus a failure due much to factionalism that allowed a group of farmers to continue crushing while the rest were inactive.

Although the CSR suffered too by not being able to start crushing on its scheduled date its losses were largely offset by having in stock a large surplus of sugar with which it met its export requirements until the strike ended.

More than anything else there was a definite lack of trust between the miller and the grower which prevented the negotiations from taking place in an atmosphere of mutual confidence and goodwill. The Company's view of the cane growers' leaders as men who wanted to disrupt the smooth functioning of the sugar industry for selfish, political, or personal reasons was hard to change. Even its treatment of the Indian tenant farmers had not changed much over the years; the domineering attitude persisted in matters such as planting and harvesting of cane and in negotiations for a new contract. What was needed was for the Company to treat the growers as its partners and to allay their fears that they were being exploited. This could only come about by the conclusion of a contract satisfactory to both parties - and this was the crux of the whole problem.

The dispute revealed the extent of the CSR's control over the sugar

industry, the complex issues regarding the manufacture and marketing of Fiji's sugar, the strengths and weaknesses of the growers, and the impotence of a colonial administration when faced with a colonial crisis. This study also examines the nature of forces that determine the economic and social position of Fiji's cane farming community. I cannot but agree with David Butler that 'the past should be seen as a continuum running into the present and the future'.²

This work has, however, suffered from the untimely death of A.D. Patel, who could not be interviewed, and from lack of co-operation from the South Pacific Sugar Mills Ltd., a CBR-owned subsidiary which took over the sugar milling assets of the Company on 19 December 1961.

I am indebted to many people who have given freely of their time to help me in my work. Some of those whom I can easily recall are A. Prasad, K.B. Singh, Vijay R. Singh, S.B. Patel, Ujagar Singh, S.P. Lakshman, N.C. Chalmers, and A.I.W. Deeki. My thanks also go to my parents for their encouragement, Mr Roderick Alley of Victoria University for his help at a critical time, Professor A.H. Oliver and Dr A.P.N. Tyler for their criticism, and to Mr G.V. Butterworth under whose supervision this research exercise progressed. Finally I might mention Beadle who also helped me tremendously whenever I faced difficulties.

2. David Butler 'Instant History', New Zealand Journal of History, II (1968), p. 114.

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LIST OF ABBREVIATIONS

<u>CMB</u>	Chini Masdur Sangh (Fiji Sugar Employees' Union)
<u>C.P.</u>	Fiji Legislative Council Paper followed by number and year
<u>FLCD</u>	Legislative Council Debates
<u>FBC</u>	Fiji Broadcasting Commission
<u>FJ</u>	Fiji Samachar (Hindi Weekly)
<u>FT</u>	Fiji Times
<u>FI</u>	Fiji Fitness
<u>FG</u>	Fiji Royal Gazette, a Fiji Government publication
<u>JPS</u>	Polynesian Society Journal
<u>MLC</u>	Member of the Legislative Council
<u>NFF</u>	News from Fiji, newsletter published by the Public Relations Office, Suva.
<u>PIM</u>	Pacific Islands Monthly
<u>PR</u>	Pacific Review
<u>PP</u>	Papers and documents in the Kisan Sangh files of 1959, 1960, and 1961 in the possession of A. Prasad.

CHAPTER I

THE DEVELOPMENT OF THE SUGAR INDUSTRY

Sugar cane developed as Fiji's most important crop after the collapse of the Cotton Boom of the 1860's. With the outbreak of the American Civil War in 1860 and the resultant blockade of the Confederate States, cotton was in short supply. Largely through the efforts of the British Consul, W.T. Pritchard, Fiji received much publicity in Australia, New Zealand, and Great Britain as a promising country especially for the development of cotton plantations.¹ Some 2,500 migrants came to Fiji in the sixties to cash in on the cotton prospects.

By 1875, however, these early planters were in sore trouble firstly, because at the end of the American Civil War Fiji's cotton market collapsed and no new crop of any economic importance had been able to replace it; and secondly, Fiji had become a British Crown Colony on 10 October 1874 and the

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1. W.T. Pritchard, son of the Reverend George Pritchard, H.B.M. Consul for Samoa, has been described as 'an enterprising man'. Within five weeks of his arrival in Fiji he was able to secure Cakobau's signature to a document of cession signed by other important chiefs, and three weeks later he was on his way to England to persuade the Colonial Office to give sanction to British annexation of the Islands. See Peter France, The Charter of the Land (Oxford, 1969), pp. 58-9. On his way to England Pritchard inserted notices in the Sydney papers inviting European settlers to Fiji. Ethel Drus, 'The Colonial Office and the Annexation of Fiji', Royal Historical Transactions Fourth Series, XXXII (1950), p. 89.
 2. Widespread unemployment in towns and the fall in the price of wool following a succession of bad seasons further contributed to the crowding of every available ship bound for Fiji from Sydney, Melbourne and Auckland. R.A. Derrick, A History of Fiji, second ed. (Suva, 1950), p. 184. For a comprehensive discussion of the Cotton Boom see Evelyn Stokes, 'The Fiji Cotton Boom in the Sixties', New Zealand Journal of History, II (1968), pp. 165-177.

native policy of the new Governor, Sir Arthur Hamilton Gordon, was designed specifically to prevent the exploitation of Fijian labour as well as to regulate the labour traffic in the South Seas.³

Governor Gordon's native policy which aimed 'to seize the spirit in which these native institutions had been framed' was largely responsible for the coming of Indian labourers to Fiji.⁴ Gordon created a system of native administration which was designed to preserve the Fijian chiefly hierarchical structure.⁵ For purposes of native administration, Fiji was divided into provinces each under a high chief. The provinces were further divided into districts and villages supervised by lesser chiefs. Poll tax and labour tax which prior to annexation had forced Fijians to seek paid employment were replaced by 'produce tax' to be paid in kind by each province. Natives were to work under their chiefs in a communal system in order to produce a specific quantity of produce which was then sold by government officials.⁶ Gordon held this was necessary to prevent exploitation of Fijian labour, and to halt the rapid depopulation of the natives which had taken a turn for the worse after the 1875 measles epidemic.⁷ Gordon discouraged chiefs from allowing the natives to work as hired labourers for the European

3. A full discussion of Gordon's native policy is found in J.D. Legge, Britain in Fiji, 1858-1880 (London, 1958), pp. 254-262. See also J.K. Chapman, The Career of Arthur Hamilton Gordon (Toronto, 1964, pp. 211-219.

4. Legge, p. 205. Gordon's conceptions of Fijian society are dealt with in Peter France, 'The Founding of an Orthodoxy', Journal of Polynesian Society, 77 (1968), p. 11.

5. Ibid.

6. This system turned out to be a great financial success. It brought about the production of cotton, maize, coffee, sugar, and copra. Legge, p. 243.

7. The measles epidemic carried off an estimated quarter of the population. Much bloodshed also resulted in subduing the hill tribes of north west Viti Levu. Legge, p. 3; Derrick, p. 227.

plantations.⁸

The planters, therefore, found Fijian labour scarce while new measures to regulate the labour traffic, a second source of labour, made it more difficult to charter ships to recruit labourers. Depopulation and increased competition from Queensland, Samoa, and New Caledonia together with the strict enforcement of repatriation of labourers whose contracts had expired further increased the planters' difficulties.⁹ At the time of Gordon's arrival most of the 4,000 Kanakas awaited repatriation.¹⁰

Indeed the 'all-absorbing question of the hour' in the later seventies was that of labour supply.¹¹ Many of the Europeans were in dire straits financially and with little hope of labour supplies in the coming years their future appeared rather gloomy. Government was no less worried because it depended on the European colonists for a large part of its revenue. If the settlers did not prosper, the colony could not prosper. Gordon, who was mainly responsible for their difficulties, had by 1876 found a solution to the labour shortage problem. In his view, immigration of Indian labourers would relieve him from planter pressure for Fijian labour as well as solve the colony's economic ills.¹² As it was now a British colony the Government of India did not object to recruitment of Indian labourers for Fiji's plantations.

8. K.L. Gillion, Fiji's Indian Immigrants (Oxford, 1962), pp. 11-12.

9. Ibid., p. 12.

10. J.C. Potts, 'The Sugar Industry in Fiji: Its Beginnings and Development', a paper presented to the Fiji Society (1959).

11. FE, 19 May 1877.

12. Gillion, Indian Immigrants, pp. 10 and 14.

4.

The terms under which indentured Indian labourers were brought to Fiji seemed to be quite simple. Besides other conditions migrants were to serve as indentured agricultural labourers for five years at a wage of 1s. per day, with penal sanctions to enforce the contract, and to be entitled to an optional return passage after spending another five years in the colony.¹³ To help the economically depressed planter the Government of Fiji initially paid all the costs of recruitment and transportation of the indentured labourers to Fiji, but recouped two-thirds of the cost from the planter, while the remaining one-third was treated as grant-in-aid.¹⁴ There was the other important provision that those who wished to settle in the colony after completion of their indentured labour service could do so. Between 1879 and 1916 when the indenture system came to an end over 60,000 Indians were thus brought to Fiji.¹⁵ Only a few Indians chose to be repatriated and of these a great many later returned to Fiji.

Besides the indentured labourers other Indians came to Fiji paying their own passages. A large proportion of these were Gujaratis from the Bombay Presidency who comprised the bulk of the Indian trading community. Between 1901 and 1911, for example, an annual average of 250 Indians came as free immigrants.¹⁶ The Gujaratis were an educated class and relatively better off than the other Indians. A.D. Patel and S.B. Patel, both Gujaratis,

13. Ibid., p. 16.

14. K.L.O. Gillion, 'The Indian Political Problem in Fiji', unpublished MA thesis, Victoria University of Wellington (1950), p. 7.

15. Colonial Sugar Refining Company, South Pacific Enterprise (A.G. Lowndes, ed.), (Sydney, 1956), p. 71. See also Gillion, Indian Immigrants, p. 222.

16. Gillion, 'Political Problem', p. 15.

were Fiji's first Indian lawyers.

From working as landless labourers on sugar cane or copra plantations the Indians had by the late 1920's begun farming cane as independent growers. By 1960, of about 12,500 cane growers, 85 per cent were by race Indian, and the rest almost all Fijians.¹⁷

The Colonial Sugar Refining Company has played a major role in the economic and social evolution of Fiji's Indians. Indeed, it was the Government of Fiji which persuaded the CSR to develop sugar cane plantations and set up sugar milling operations in Fiji by attractive offers of land and assurances of ample immigrant labour.¹⁸ The CSR at the time was engaged in sugar cane farming and milling activities in New South Wales. The Company, with its headquarters in Sydney, began growing sugar cane in Fiji in 1880 and its first sugar mill on the Rewa River commenced crushing on 17 July 1882.¹⁹ The CSR grew most of its cane using Indian labourers and soon it became almost entirely dependent on this source of labour for its plantations and sugar mills. In a few years the CSR became the largest employer of Indian immigrants. Since 1926 when it acquired the Penang Mill at Ra the Company has been the only business organisation concerned with the development of the Fijian sugar industry.²⁰ Besides owning the Nausori Mill which

17. C.P. 20/61. This Council Paper was the Report of the Sugar Inquiry Commission and is widely known as the Eve Report.

18. In 1880 the then Colonial Secretary, J.B. Thurston, visited Sydney for the International Exhibition and concluded an agreement with the CSR to build a 'central' mill on the Rewa River. FI, 22 May 1880; Gillion, Indian Immigrants, pp. 69-71.

19. FI, 30 August 1882.

20. C.P. 1/60, p. 51. This Paper was the Report of the Commission of Inquiry into the Natural Resources and Population Trends of the Colony of Fiji.

it had built on the Rewa River the CSR had gained ownership of the Narawai Mill in 1888 through amalgamation with the New Zealand Sugar Company. In addition it opened the Labasa Mill in 1894, the Lautoka Mill in 1903, and purchased its fifth mill at Ra from the Melbourne Trust Company twenty three years later.²¹ By 1936 the CSR was the sole sugar miller in Fiji. Apart from its sugar milling operations the CSR continued to buy or lease large tracts of land from native Fijian owners. Such land was transformed into plantations and until the first decade of the 20th century they were leased to former officers in the Company's employ. By 1959, the CSR had become the owner of five sugar mills (Nausori Mill was, however, to crush in that year for the last time) and possessed a total of 55,695 acres of cane growing land of which 53,308 acres were leased to individual farmers.²² In fact the CSR accounted for 44 per cent of the colony's cane lands, including land leased from the Fijian landlords.

Sugar cane farming in Fiji has passed through three important stages.²³ The first stage started with the Plantation System which lasted from 1880 to 1909. During this period wage-paid labour, composed of indentured Indians, worked on plantations under the terms of the indenture contract.

The second phase was known as the Planter Phase which began in 1909 and lasted until about 1920. During this stage the CSR, by now dominant in the industry, leased its estates to independent planters who continued to employ indentured Indian labourers. Usually these planters were former

21. South Pacific Enterprise, pp. 402-8; Potts, p. 12.

22. Khalil Mohammed, 'The Sugar Industry in Fiji', unpublished MA thesis, University of Canterbury (1962), p. 57.

23. C.Y. Shephard, The Sugar Industry of Fiji (London, 1945), p. 8.

officers or supervisors on the Company's plantations. Under this method the Company hoped that land and labour would be better utilized. The termination of indentured immigration by the Government of India in 1916, however, spelt doom for the planters. Scarcity of labour coupled with the sudden collapse of the sugar market in 1920 finally led many planters to hand back their estates to the Company. Even the CSR's own plantations failed. Despite the desire of the European planters and business interests of the colony to resume Indian immigration, the Government of Fiji, under pressure from the Government of India to cancel indentures, finally freed the last of the indentured labourers on 1 January 1920.²⁴ To meet the labour shortage the CSR tried to employ Fijian labour and even use labour-saving devices, such as tractors, but output from the farms continued to fall rapidly.

What saved Fiji's sugar industry from probable extinction in those difficult years was the adoption in 1924 of the Tenant and the Small Farm System which marked the third and final stage of the development of the sugar industry.²⁵ Under this system, known more commonly as the small-farm system, the CSR leased from its estates small farms of ten to twelve acres to individual Indian growers for cane farming. This pattern has continued to the present time. The success of the small-farm system was entirely due to the initiative of the CSR which owned the largest area of cane land and which was by 1926 Fiji's sole sugar miller. Along with the Company's tenants has come into being another type of independent individual cane farmer who has leased

24. Gillion, Indian Immigrants, p. 189.

25. Nye Commission Transcripts (Lautoka, 1961), p. 38.

his land directly from the native owners or the Crown. A small proportion of these independent growers also own freehold land. These independent cane growers, known commonly as 'contractors', generally own smaller farms than those of the CSR's tenants.²⁶ Other features that distinguish a tenant from a contractor is that the former, being the Company's lessee, is under its control in such matters as methods of planting cane, varieties of cane to be grown, application of fertiliser, and soil conservation measures. In 1959 contractors consisted of close to 60 per cent of the 12,500 cane growers while the remainder were the CSR's tenants.

The years 1925 to 1935 have shown the rapid adoption of the small-farm system. In 1953 the Company lengthened its short leases of ten years to twenty one years with provisions for renewal for a further twenty one years. By 1960 the small-farm system had thus developed in the sugar areas. The farms averaged ten acres and cane was generally grown on a 'flat and ratoon system'. Under this system about four acres of new cane were planted for harvesting during the next season. After harvesting its shoots (ratoons) were tended and harvested in the following season, while in the remaining area new plantings were made. Cane from new plantings was called 'plant cane' and that which grew from the shoots of the 'plant cane' were called ratoons. Generally, in any one year, a ten-acre farm would have up to five acres of cane (both plant cane and ratoons) ready for harvesting; another four acres containing newly planted cane and a fresh ratoon crop both of which were to be ready for harvesting the following year; while the remaining acres were usually given over to the cultivation of subsistence

26. The average size of a tenant's farm in 1960 was 10.3 acres while that of a contractor was 8.2 acres. Mohammed, p. 64. See also Appendix I, p. 100, for the rapid adoption of small-farm system during 1925-35.

crops or were used for grazing the farmer's horses and bullocks.

By the middle of the 20th century cane farmers had come to be regarded as the middle class element in Fiji's society. What distinguished them from the rest of the society was their occupation of cane land (whether it was leased or owned). Sugar cane fetched the highest return of any other crop. But the cane growers were generally dissatisfied with the cane payments they received from the CSR which they complained was making excessive profits at their expense. They alleged that they were not getting a fair share of the sugar proceeds. One way to alleviate their grievances was to form a cane farmers' union to negotiate with the Company and to look after their own interests. The first attempt in this direction was made in the late thirties.

CHAPTER II

CANE FARMERS' UNIONS AND FACTIONALISM

Although indentures were cancelled by the Government of Fiji in 1920 and labourers were freed, it took cane growers seventeen years to form a union which would look after their interests and, in particular, negotiate with the CSR, the sole sugar miller and the landlord of over 5,000 tenants. Apart from the problem of educating the largely illiterate Indian growers to appreciate the necessity of forming a farmers' union, the organizers of the union movement had to face the formidable problem of overcoming the growers' fear of the CSR which found this development distasteful. No formal contract appears to have existed between the grower and the CSR regarding the purchase of cane. Growers, especially the CSR's tenants feared the Company's field officers who might practise victimisation in various ways such as stopping all cash loans for farm improvement, eviction of tenants, refusal to buy cane, or discontinuance of farm advisory service.¹ Moreover, leaders of the union movement were suspected of ulterior motives and hence it was opposed by large sections of the community, condemned by the press, and even harassed by the local police.²

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1. Even CSR's historians admit that 'the Company was, perhaps, slow in changing its dominating attitude towards the Indians as they developed from indentured labourers to relatively prosperous farmers and mill workers'. South Pacific Enterprise, p. 68.
 2. Devendra K. Sharma, 'The Origin and Early Development of the Farmers' Unions in Fiji, 1937-1943', unpublished MA thesis, University of Auckland, (1965), p. 35.

Ever since 1920 relations between the CSR and the cane growers had not always been cordial. There is no questioning the fact that while farmers co-operated with the CSR officials fully in matters connected with cane farming, they mistrusted the Company. This found expression in emotional outbursts during periods of tension, for example, during elections for the Legislative Council when candidates often stirred up this suspicion and, of course, during the strikes of 1920-21, 1943 and 1960.

As recently as 1969 during the Denning Arbitration proceedings, counsels for the growers and the Company agreed that even at that time relations between the two parties were strongly influenced by this lack of trust.³

Much of the political history of the Indians up to 1937 was concerned with a struggle against the government of the day for adequate representation in the Legislative Council in which European members held predominance. On the recommendation of the Indian Provinces Commission, Indians for the first time were granted two nominated representatives in the Legislative Council in 1921.⁴ In 1920-1 there was a sugar cane strike. The strike which affected the sugar areas of western Viti Levu was organized by Indian workers in the CSR's estates and a few prominent Indian sugar cane farmers. It was to enforce demands for an increase in wages, better conditions of work, and the perennial demand of the growers for an increase in the price of cane.⁵ The strike lasted for about six months and on several occasions there was bloodshed. In some places it assumed the character of an anti-

3. Minutes of the Sugar Arbitration Tribunal, XVIII (1969), p. 111.
The above will be hereafter referred to as the Denning Arbitration.

4. C.P. 1/21/4

5. Sharma, 'The Origin', p. 35.

European movement. Even naval vessels from New Zealand were summoned.⁶ In the end the CSR agreed to some minor concessions. The strike indicated the lack of effective leaders in the Indian community and showed also the need for the cane growers to organise themselves more effectively through a union. Moves to form a farmers' union were, however, belated. It took the cane farmers over fifteen years to appreciate the advantages of having a union to protect their interests. The Indians' greatest problem was their illiteracy.

It was hardly surprising that one of their main grievances against the government was the scant attention paid to Indian education. In such circumstances leadership of Indian agitation fell into the hands of newly arrived Indians who happened to be educated. Two such leaders were D.K. Manilal, who commanded a Fiji-wide following, and Sadhu Bhashist Muni both of whom took a prominent part in the 1920-1 strike. Indian political grievances often found expression during such disturbances. Until 1929 only one nominated Indian represented them in the colony's legislature.

Indian elected members were finally introduced in the Legislative Council in 1929 but this concession was a far cry from their clamour for adequate representation. The new Council presided over by the Governor, had twenty-five members composed of thirteen nominated government officials (all Europeans), six elected Europeans, three nominated Fijian members, and three elected Indians. After their election the three Indian MLC's started pressing for a common electoral roll. All three resigned from the Council on 5 November 1929 when their motion for a common roll failed to enlist the support of other members.⁷ For seven years till 1937 when new changes were

6. Gillion, 'Political Problem', p. 34.

7. FLGD, 5 November 1929.

announced in its composition the Indians boycotted Legislative Council elections and adopted a policy of non-co-operation. Writs for new elections did not bring any response.⁸

It was against this background of political agitation that the first movements for a cane farmers' union were mooted. Confidence in the government was lacking because it appeared to the Indians that the government was ignoring their political demands as well as demands for more educational facilities, roads, and hospitals. From 1929 to 1937 the Indians were not represented in the Legislative Council. The government did not do anything to ~~alleviate~~ the cane farmers' ~~grievances~~ against the CSR. The European-dominated government seemed to care little for the Indians' welfare. As for the relationship with the Company it was estimated that in the thirties nearly 75 per cent of the cane ~~growers~~ were its tenants and under its dominance.⁹ Efforts to form unions were later to lead to the germination of rivalry between a handful of educated leaders for leadership of the farmers. The two most prominent leaders have been A. Prasad and A.D. Patel. This rivalry, which gave rise to intense ~~personal~~ animosity between the leaders, was to shape the course of events for the cane growers in later years. Both Prasad and Patel have held influential positions among the cane growers since the early days of the farmers' unions. Their personal animosity and the subsequent mistrust and suspicion of each other have often flared up during periods of tension such as the growers' strike of 1943, the confusion associated with the signing of a new contract in 1950,

8. C.P. 33/30.

9. Even as late as 1944 tenants comprised 51 per cent of the growers and contractors 46 per cent. Mohammed, p. 65.

and the 1960 Sugar dispute. In such situations the greatest sufferers from this rivalry have been the farmers.

A. Prasad who first began to campaign actively for a farmers' union was born at Rohtak in India in 1909. His education was limited to high school level. After coming to Fiji in 1932 Prasad taught at various primary schools for five years before returning to India in 1934 when his teaching registration was cancelled, apparently for using anti-British literature in school. He returned to Fiji in 1932 and settled as a farmer at Yalalevu in Ba. He says his intention was to earn enough money to further his education in the United States. However, the small returns he received on the cane he sent to the Company's mill were barely adequate to allow him to run his farm economically. Lack of finance, plus a concern for the plight of Indian cane farmers, made him stay in the colony and determine to fight for the farmer's cause.¹⁰

It was largely through Prasad's efforts that the benefits of a cane growers' union were publicised among the Indian farmers. Resolutions passed unanimously on 27 November 1937 at the first public meeting of the growers to establish a farmers' union (i.e. Fiji Kisan Sangh) showed the extent of their grievances. The resolutions called for the alteration of the system of calculating the price of cane based on the Pure Obtainable Cane Sugar (P.O.C.S.) formula;¹¹ payment of 16s. 6d. per ton of cane as

10. A full account of A. Prasad's career is found in his own published book (in Hindi) : Ayodhya Prasad Sharma, Fiji Farmers' Union Movement (2 vols., Mumbai, 1962), Vol. I, pp. 66-82. Although his full name is Ayodhya Prasad Sharma he is more commonly known in Fiji as A. Prasad.

11. In the application of the P.O.C.S. formula the farmer was paid a higher or a lower price for his cane according to its sugar content. If in the Company's view a farmer's cane contained less sugar he would be paid less. The Farmer's complaint was that he supplied hundreds of tons of cane to the mill but he had no redress if the Company claimed all his cane was used for making molasses because of its low sugar content. Thus a farmer could often be paid an amount much less than he spent in producing his crop. Sharma, Farmers' Union, p. 72. Some explanation of the P.O.C.S. formula is also found in South Pacific Enterprise, pp. 37-8 and 130-1.

long as the price of sugar remained at £10 per ton; written contracts between the CSR and each grower for the purchase of cane; a ten-year cane contract; a formal tenancy between the tenant and the CSR to give the former security of tenure; the cessation of CSR recruitment of farmers to supply free labour either for running the mills, maintaining the train-line, or for harvesting cane grown on its estates; the obligation on the part of the CSR to supply written accounts to the growers; permission for the CSR's tenants to grow subsistence crops; a ban on swearing or the use of obscene language by the Company's overseers; and finally, permission for the CSR tenants to plant rice.¹²

A report on the above resolutions was sent to the CSR's head-office in Sydney but no reply was ever received. Unfortunately for the Kisan Sangh's leaders, none of them was a recognized or even an educated (in English) member of the Indian community. In view of the apparent hostility of the Company the Sangh's campaign for membership was not achieving much success. To enlist the support of an influential leader a deputation of the Sangh's organizers called on A.D. Patel who was then practising law at Nadi. Patel, however, refused to help them because, according to Prasad, he said, 'Tasking the Company was like striking one's head against the Sabero mountain'.¹³ According to one writer Patel refused saying that in the 1937 elections for the Legislative Council the same farmers who asked for his help had not supported him.¹⁴ Whatever might be the situation in his case, gaining a seat in the Legislative Council was given top priority by many of the Indian

12. Prasad was elected assistant secretary of the organising committee of the Kisan Sangh at its first meeting on 27 November 1937. The resolutions are found in Sharma, Farmers' Union, pp. 90-1.

13. Ibid., p. 94.

14. Sharma, 'The Origin', p. 46.

leaders who sought leadership and prestige in the Indian community.

In 1937 when the Secretary of State for the Colonies agreed to give equality of representation to Europeans, Fijians and Indians in the Legislative Council, the Indians ceased their boycott and participated in the elections.¹⁵ In that year's election Patel stood for the Western Indian Constituency, which comprised the sugar areas of Viti Levu, and was defeated by the Fiji-born C.C. Singh who had the cane growers' support. Singh, a vice-president of the Kisan Sangh, campaigned as a local candidate against Patel who was a 'free' immigrant. While Patel wanted unrestricted immigration Singh's brother and a former MLC, Parmanand Singh, stressed complete cessation of immigration.¹⁶

A.D. Patel was born at Mahij in India in 1905. After attending Gujarat College he went to the Middle Temple, London, where he qualified as a barrister and solicitor. He came to Fiji in 1929 and for some time was involved in attempting to set up an 'All Fiji Indian Congress' on the lines of the Indian National Congress Party of India. He was interned under the defence regulations during 1942-44 for his part in organising a cane farmers' strike. From 1944 to 1950 he was MLC for the Western Indian Constituency. He was also vice-president of the Fiji Law Society and the Then Indian Saronaigo Arya Sangam, a South Indian cultural organisation. For some years he was the editor and later the managing director of Pacific Review. As a learned man he enjoyed tremendous prestige in the

15. In the new Legislative Council there were to be fifteen unofficial members composed of five Fijian nominated members and three elected and two nominated members from each of the European and Indian communities. This pattern of representation was to be in force till 1962. FRE, 20 July 1936.

16. Adrian C. Mayer, Indians in Fiji (Oxford, 1963), p. 59.

Gujerati community. A.D. Patel was not the only educated Indian who disappointed Kisan Sangh's organizers. S.B. Patel and S. Hasan, who were both lawyers; M.N. Naidu, a prominent South Indian businessman; and Swami Rudrananda, a missionary of the Ramakrishna Mission of India were all approached. None of them, however, was willing to give the Kisan Sangh any active support.¹⁷ Finally, Charles Clive Chalmers, a European lawyer from New Zealand, consented to become the Sangh's legal adviser.¹⁸ After a lengthy campaign lasting for many months the Kisan Sangh's organizers were able to enlist enough farmers to have its first formal election of office-bearers on 7 February 1939. A. Prasad, the Sangh's leading organizer, was elected its first secretary, a position he has held continuously up to the present time.

Although it was formally established in 1939 it took the Sangh almost three years to gain official recognition by the CSR as a negotiating body representing cane growers. To reach this stage, cane growers had to take recourse to strikes for certain periods during which they refused either to plant or harvest cane until the Company agreed to accept certain of their

17. S.B. Patel, another learned Gujarati, is also very highly regarded by the Gujarati Community, many of whom look to him as their 'Guru' and seek his advice. He was educated at Middle Temple, London, and came to Fiji in 1928. S.B. Patel claims to have been Mahatma Gandhi's secretary during 1917-18. He has been a very close friend of A.D. Patel since the latter's arrival in Fiji. Swami Rudrananda, a religious preacher from India, was a missionary of the Ramakrishna Mission. Rudrananda, a South Indian, was the titular head of the South Indians who, as early as the 1920's, had formed an association of their own, the Then Indian Sarnaigo Arya Sangam. He had been associated with A.D. Patel for many years and was a close friend of the Patel family. S.B. Patel, interview, 18 February, 1969.

18. H.S. Chalmers, brother of C.C. Chalmers and president of the Kisan Sangh for some years, interview, 15 February 1969.

demands, such as the issuing of ten-year contracts for the sale and purchase of cane and the abolition of cane payments according to the P.O.C.S. formula. One such strike occurred on 31 December 1939 and lasted a month by which time, the Company had agreed to accept the above two demands of the Kisan Sangh.¹⁹ There were also instances where the Company's officials practised victimisation against the leading Sangh members by either leaving their cane unharvested or, in the case of the CSR tenants, by giving them notices of eviction.²⁰ By May 1941, however, the CSR had formally recognized the Kisan Sangh with whose officials it concluded an agreement regarding a new contract.²¹

By a curious turn of events the same year, which was of such significance to the Kisan Sangh, also saw the birth of a new cane farmers' union which challenged the Sangh's claim to represent all the cane growers of Fiji. Viewed from any angle this was a lamentable development as far as the farmers were concerned. Despite last minute attempts by Kisan Sangh's leaders who were anxious to discuss differences and willing to compromise in order to prevent the formation of a new union, the new farmers' body was formed on 15 June 1941.²² The new farmers' union, called the Akhil Fiji Krishak Maha Sangh (commonly known as the Maha Sangh), was given guidance and support by none other than A.D. Patel and Swami Rudrananda who were both present at its inaugural meeting. Patel was appointed legal adviser to the Maha Sangh. Reasons given for the formation of the Maha Sangh were that the Kisan Sangh,

19. Sharma, Farmers' Union, pp. 222, 237 and 239.

20. Ibid. pp. 223 and 274-5.

21. Sharma, 'The Origin', p. 89.

22. Sharma, Farmers' Union, p. 85; B.D. Lakshman, interview, 15 February 1969.

which, it was claimed had never truly represented all the cane growers, had come under the control of incapable leadership. Support for the Maha Sangh came from the South Indian section of the Indian community among whom Swami Rudrananda's influence was paramount. Kisan Sangh's stronghold was among North Indians and Moslems. Indeed the Kisan Sangh had never been able to enlist the full support and co-operation of the South Indians nor even of a majority of the Punjabis, who some years later formed another union, the Vishal Sangh.

It has been suggested that the chief reason for the Maha Sangh's formation was political; that A.D. Patel helped to form a new cane growers' union because in it he saw a means of canvassing farmers' support for his candidature to the Legislative Council.²³ Indeed in 1940 for the second time a Kisan Sangh nominee, B.D. Lakshman, successfully contested the seat for the Western Constituency. Because he possessed a bachelor's degree from an Indian University Lakshman was held in high repute by the Indian community. He was also the editor of a farmers' newspaper during 1940-44 and had been active in the organization of the Kisan Sangh from 1937-1940.²⁴ Patel, however, won the next election in 1945. But by that time much had happened in the sugar industry, most important of all was the 1943 sugar strike which occurred at a time when the colony was believed to be threatened by a Japanese invasion.

23. This is the belief held by A. Prasad, B.D. Lakshman, K.B. Singh, and D.K. Sharma. Prasad, interview, 19 February 1969; Lakshman, interview 15 February 1969; Singh, interview, 9 February 1969. Prasad also believes that Swami Rudrananda and A.D. Patel were extremely jealous of the Kisan Sangh's success. Sharma, Farmers' Union, p. 304. See also Sharma, 'The Origin', p. 104.

24. Judy Tudor (ed.), Pacific Islands Year Book and Who's Who, tenth ed. (Sydney, 1968), p. 605.

The 1943 strike, like that of 1920-1, was primarily occasioned by high food prices. However, it intensified factionalism among the cane growers and further widened the gulf separating pro-Prasad and pro-Patel groups by engendering seeds of suspicion and mistrust between the two protagonists. Prasad and Patel played prominent roles in the 1943 strike as they later did in the 1960 sugar dispute.

By June 1943 both the Kisan Sangh and the Maha Sangh had written to the government asking it to obtain from the British Ministry of Food an increase in the price of cane even though two years ago the two Sanghs had signed an agreement with the CSR providing for a formula to adjust the price of cane.²⁵ The Sanghs argued that due to increased cost of living the price of cane was insufficient. The Kisan Sangh leaders, placing much hope on their deputation to the Colonial Secretary, asked its members to start harvesting. However, the Maha Sangh led by A.D. Patel and Swami Rudrananda, launched a campaign to prevent the harvesting of cane. When the mills opened on 21 June for crushing cane only a few farmers were prepared to harvest. As a result crushing came to a standstill. The writing was on the wall for the Kisan Sangh. It split into two factions; one led by Prasad advocated harvesting, and the other joined the Maha Singh in its refusal to harvest. A commission of inquiry set up by the Governor on 27 July to study the evidence on which to base the growers' demand for a higher price for cane, was boycotted by growers. Growers' leaders, including B.D. Lakshman, A.D. Patel, and Swami Rudrananda, wanted a court of arbitration whose results would be quicker and its award binding on both parties, the

25. Governor's address, FLCD, 17 December 1943.

millers and the grower.²⁶ This group, led by Patel believed that a continuation of the non-harvesting campaign would finally result in better payment for the farmer's cane. After a period of two months, on 25 August the Kisan Sangh formally accepted the commission of inquiry and gradually a greater number of growers began harvesting their cane. In September the Governor appointed another commission which submitted its report on 6 November. The commission recommended that no further increases in the price of cane was justified.²⁷

Patel and Swami Rudrananda both of whom advocated a continuation of the strike had their movements restricted.²⁸ Friction soon developed between those who were harvesting and those who supported the non-harvesting campaign. Violence, intimidation, attempts to burn down a court house, and other forms of law-breaking were prevalent in the sugar areas.²⁹ Troops were brought in the sugar areas for security reasons. The strike lasted till early January 1944 when, following a meeting between the Governor, Ratu Sir Lala Sukuma, Swami Rudrananda, and Patel, the latter declared that the strike was over and that harvesting should not be further delayed.³⁰ The prolonged strike gained no apparent concession to the growers. But it was clear that by assailing the government and the CSR, and by clinging stubbornly to his demand for a court of arbitration Patel had gained the farmers' sympathy. His extremism paid dividends a year later when in

26. Vishnu Deo, Senior Indian MLC, FLCD, 17 December 1943.

27. Report of the Sugar Cane Commission (Suva, 1943), p. 7.

28. C.P. 16/43.

29. Governor's address, FLCD, 17 December 1943.

30. Sharma, 'The Origin', p. 170.

the elections for the Legislative Council Patel won an overwhelming victory over his opponents. It seems doubtful whether Patel in prolonging the 1943 strike was motivated by political considerations. His victory in the 1945 elections suggested that he represented the feelings of a majority of growers.³¹ Nevertheless, contemporary critics found good grounds for concluding that, 'When elephants fight the grass is trampled', implying, of course, that the growers' welfare was sacrificed by their leaders in the race for political leadership.³² Dr Shephard estimated that in the 1943 strike the farmers deprived themselves of about £2 million in income.³³

The next sugar controversy that further intensified the divisions within the growers' ranks occurred in 1950 when a new agreement with the Company had to be negotiated on the expiry of the 1940-49 contract. This time the Kisan Sangh group adopted an intransigent attitude and advised growers to refuse to harvest their cane and plough down their ratoon crop, unless the Company agreed to increase the price of cane.³⁴ At a conference between the CSR and representatives of the Kisan Sangh, the Maha Sangh, and a new farmers' union, the Vishal Sangh,³⁵ on 10 June 1950 an agreement

31. Shephard, p. 18.

32. K.B. Singh, FLCD, 21 December 1943.

33. Shephard, p. 28.

34. Sharma, Farmers' Union, p. 199; Mayer, Indians, p. 110.

35. Vishal Sangh was the name of the new farmers' association formed with the support of the Punjabis in contrast to the South Indian dominated Maha Sangh. Kisan Sangh's support came largely from North Indians and Moslems. At the 10 June conference A.D. Patel led the Vishal Sangh, Swami Rudrananda led the Maha Sangh, and A. Prasad and N.S. Chalmers represented the Kisan Sangh. Sharma, Farmers' Union, Vol. II, p. 205.

was reached when the Company offered a slight increase in the price of cane. It appeared to many that Kisan Sangh's intransigency was largely responsible for the price rise. Anyhow, the Kisan Sangh's popularity was once again on the rise.

The following year, when the next Legislative Council elections were held, Kisan Sangh's publicly-endorsed and fully-supported candidate, T.R. Sharma, a Ba solicitor, stood against A.D. Patel and defeated him. Sharma's victory also reflected the cane growers' favourable attitude towards the Kisan Sangh's leader, A. Prasad, who had campaigned actively and widely for the Fiji-born Sharma. One outcome of this election was that Prasad himself now wanted to enjoy the fruits of political victory. In the elections of 1954 and 1957 he contested the seat for the Western Constituency and on both occasions scored a convincing victory over Patel, his political opponent and a rival for the leadership of the Indian farmers.³⁶ Patel's popularity certainly seemed to be on the wane so much so that he did not offer himself as a candidate in the next election held in 1959. That year Prasad was opposed by the veteran politician, B.D. Lakshman, and J. Madhavan, a South Indian school teacher. Lakshman, also a militant trade unionist, who had championed the cause of the mill workers as president of the Chini Masdur Sangh (Fiji Sugar Employees' Union or the CMS) and had conducted the Sangh's case in the proceedings before the 1959 Sugar Board of Inquiry, gained much

36. In 1955 Prasad appeared to champion the public's cause by accusing the Police of corruption. Largely due to his persistence as an MLC, Government appointed the 1955 Police Bribery Commission. A.D. Patel appeared before the Commission as counsel for the Police. Prasad, who was widely acclaimed as the 'hero' of the Bribery Commission, won the 1956 elections decisively. FR, 25 August 1960, p. 1.

publicity and popularity in the Indian community.³⁷

It was small wonder then, that in the 1959 elections Lakshman polled 2,638 votes, Madhavan 2,158 and Prasad was trailing both with 2,076 votes.³⁸ The extremist leader usually won the elections. A.D. Patel did not stand; nor did he come out in open support of any of the three candidates. But before the end of the election signs of a new and much more serious sugar dispute loomed ahead. The expiry of the old 1950-9 contract and negotiations for a new contract gave rise to another major dispute in the sugar industry. Indeed it was the 1960 sugar dispute which won for Patel and two of his associates the three new sugar electorates in the following elections for the Legislative Council. Patel could hardly have lost that 1963 election. He had fulfilled, as it were, the conditions necessary for winning the Indian electorate's support. Of all the cane growers' representatives negotiating for a new contract with the CSR, Patel appeared to be the most intransigent and the strongest critic of the Company as well as the government. What a veteran Indian politician said about twenty years ago was proving to be a truism: 'If any Indian Member, whoever he may be, starts bombarding the Government, criticising the Government, he will have support from the general public.'³⁹ Patel, moreover, had always been regarded as a man of great learning by many of the Indians.

37. The Sugar Board of Inquiry was appointed by the Governor on 1 May 1959 to investigate the dispute between the CSR and the Chini Mazdur Sangh and to make recommendations. The setting up of the Board was preceded by strikes by the mill workers in 1957 and early in 1959. Indian public opinion was generally in sympathy with the mill workers. The Board's report was published in C.P. 26/59.

38. NRF, 16 September 1959; PR, 16 September 1959, p. 1.

39. FLCD, 21 December 1943.

The situation in the late 1950's was very tense as far as the Indian farming community was concerned. Indians generally felt that the political system did not represent their interests. In the Legislative Council which consisted of fifteen unofficial and sixteen official members there were only three elected and two nominated Indians. The traditional banding together of European and Fijian MLC's nearly always thwarted the Indians' clamour for political change. Most of the Indians felt that the government usually supported the cause of the European and Fijian communities and largely ignored Indian demands and grievances. Many Indians believed that the colonial government was practising the policy of 'divide and rule' by keeping the Fijians and Indians separated. The government was also suspected of siding with the CSR where its relationship with the Indians cane farmers was concerned. The 1943 strike by the cane farmers or the 1959 strike by the Company's mill employees had evoked no sympathy from the government. In fact the government appeared to deprecate the extremism displayed by the growers or the mill employees against the CSR. The 1960 dispute could thus be seen against this general background of discontent and unrest within the Indian community at large.

The union movement had, by the late fifties, left the cane farmers more divided than united. There were three main associations each of them based largely on the cane growers' regional origins in India. The Kisan Sangh received its support mainly from North Indians and Moslems, the Maha Sangh from South Indians, and the Vishal Sangh from the Punjabis of north west India. Later the Maha Sangh split into two sections, one was registered and the other remained unregistered even at the time of the 1960 dispute. The Kisan Sangh which had the largest membership continued to be led by A. Prasad, its General Secretary. The Maha Sangh and the Vishal Sangh

remained solidly behind A.D. Patel, who, at various times, was their legal adviser. By 1960, however, S.M. Koya (a Moslem lawyer and a close associate of A.D. Patel) had been appointed as the Maha Sangh's legal adviser, while A.D. Patel remained with the Vishal Sangh. The Maha Sangh and the Vishal Sangh, led by lawyers, were regarded as more radical farmers' associations than the Kisan Sangh.

The question which a historian must ask, even if he cannot reach a definite conclusion, is whether Patel's actions in 1960 could be attributed to his political ambitions, or whether he was a genuine advocate of the farmers' cause. The study of the dispute in the following pages will examine the Indian leaders' roles and consider various explanations for the course of events in 1960. But first it is necessary to consider the relevant features of the sugar industry which set the stage for the 1960 dispute.

CHAPTER III

THE MILLER, THE GROWER, AND THE GATHERING CLOUDS

In 1959 when the 1950-59 cane contract was due to expire dark clouds gathered over the horizon and not long afterwards a storm was to blow over negotiations for a new agreement between the growers and the CSR. Early in February the Company publicised through pamphlets, press, and its field officers its proposed terms for a new contract that differed markedly from the old one. The Company, complaining that its margin of profit had been dwindling in the previous years, sought favourable terms regarding various aspects of the old contract such as the price formula, burnt cane deductions, sugar storage ~~expenses~~, and a fixed date for mill closing.^{1.} But the most significant change which struck the cane farmers as a whirlwind was the proposal to restrict the amount of cane, calculated in tons, that the CSR was prepared to buy from each grower. The practice under the terms of the 1950-59 contract was for the Company to permit each grower to grow cane in a specified area from which all cane was taken regardless of the tonnage produced.^{2.}

1. The 1950/59 Cane Contract contains the new clauses. See Appendix II, p.112. Pacific Review was the first to denounce the new proposals. PR, 26 February 1959, p.2. J.C. Potts, the CSR's Chief Manager, claimed that the price per ton of cane had increased at a much greater rate than had the sugar price, and by a greater rate still than had the miller's margin per ton of sugar (i.e. sugar proceeds less cane payment). Eve Commission, p. 107.

2. Clause 2, 1950/9 Cane Contract. See Appendix II, p.112.

The growers were not aware when they planted and tended their crops that in the 1960 crushing season the Company might propose a new method of purchasing cane based on tannage quotas. As late as January 1959 the CSR had announced that in view of the closing of Nausori Mill at the end of that year a 'planned increase in cane acreage and in mill capacities [had] already been made at the other four mills'.³ Hence the growers were at first puzzled and later much vexed when they heard that some of their cane, in cases as much as 20 per cent, might not be crushed that year.

It can well be argued that by the middle of the century the CSR had become too powerful an organisation. It was much stronger politically than any other big enterprise in Fiji. It had the power to disrupt the colony's economy if it chose to restrict operations. Under the terms of the 1950-59 cane contract the CSR could terminate its contract either upon one year's notice to the grower or 'in the event of Legislation being passed affecting [this] Contract or affecting the conditions under which the Company carries on its operations in any way'.⁴ In matters concerning the sugar industry the government tread warily indeed. In fact it left the CSR well alone.

3. In fact in the same statement the Company had announced quite confidently that the additional sugar - over and above the quota level - that was expected to be produced in Fiji in 1959, including the output from the Nausori Mill, would not present a serious problem unless production exceeded estimates because the excess could be stored for shipment the following year. *PR*, 22 January 1959 p. 1. As it did happen production far exceeded the estimates for 1959. *Eve Commission*, pp. 59-60. The cane harvesting season usually started about the middle of June or early July and ended in January or February of the following year.

4. Clause 3, Memorandum of Agreement for the Sale and Purchase of Sugar Cane; hereafter to be referred to as the 1950-59 Cane Contract. See Appendix II, p. 117.

By 1960 the CSR, as well as being the sole sugar miller in Fiji, was also a giant Australian company with a share capital of about £A21 million.⁵ In Australia it manufactured sugar on a larger scale owning seven of the thirty four raw sugar mills, and five of the six sugar refineries. It has been the sole refiner in New Zealand. The CSR had undertaken other associated industries such as distilling, the manufacture of building materials, and the production of industrial chemicals. It also possessed a shipping service engaged in carrying general cargo and molasses between Australia, Fiji, and New Zealand.

In Fiji the CSR owned 60 locomotives, 7,000 rail trucks, 400 miles of permanent railway and many other buildings, motor vehicles, and cane trucks. In addition, it owned or leased about 55,695 acres of cane land which by 1960 accounted for 44 per cent of the colony's total cane area. Of the 55,695 acres, 27,282 acres were freehold and 28,413 acres leasehold land. All but 6 per cent (i.e. 2,387 acres) of the CSR's lands were leased to cane farmers.⁶ Until 1961 the Company's activities in Fiji were run through a department known as the Fiji Division. The head of this Division, called the 'Chief Inspector, Fiji', lived and worked in Sydney where the Company has its headquarters. The senior CSR officer living and working in Fiji was known as the 'Chief Manager, Fiji'.

J.C. Potts held the office of the Chief Manager during 1957-62. Potts, born in 1909 in New South Wales, had been in the CSR's employ for thirty five years. He joined the CSR as a chemist and in 1929 was posted to the Rarawai Mill Pa. Later he served as Manager of Labasa, Rarawai, and Lautoka Mills.

5. C.P. 20/61, p. 7.

6. Mohamed, pp. 56-7; South Pacific Sugar Mills Ltd., Notes on Fiji's Sugar Industry (1968), cyclostyled, Chapter 3.

In 1960, the CSR had a total of about 2,700 employees including 225 salaried staff and about 2,400 wage earning staff. Growers numbered nearly 14,000 who worked on about 125,000 acres of cane land. Of the total number of growers there were 5,202 CSR tenants using 53,308 acres and 8,663 contractors leasing or owning 71,081 acres.⁷ Fijians have contributed little to the sugar industry as growers. Numbering only 1,700 they cultivated about 6.8 per cent of the total cane land.

The Company's case for restricting the amount of cane it could buy from the growers was based on the fact that it was bound by the BCSA (British Commonwealth Sugar Agreement) and the ISA (International Sugar Agreement) to limit its sugar exports as well as the stocks of sugar it could hold in reserve for any one year. Production and exports of Fiji's sugar were regulated by these two agreements. It is necessary to examine them in so far as they had a bearing on the CSR's decision to restrict sugar production in 1960.

In the late 1940's world sugar prices stood considerably above the prewar level even after the postwar years of intense shortage had come to an end. Moreover, most available sugar sold only for dollars.⁸ In such circumstances it was much to the British Government's advantage to rely on supplies from Commonwealth countries as this would obtain sugar from the sterling area and stop the drain of dollars for Cuban sugar. Britain was

7. All these and the following figures are from Mohammed, pp. 63-4; and C.P. 20/64.

8. Vladimir P. Timoshenko and Boris C. Swerling, The World's Sugar: Progress and Policy (Stanford, 1957), p. 327.

also anxious to end sugar rationing by increasing supplies. The British Ministry of Food had, therefore, entered into an agreement with Commonwealth sugar producers whereby the latter were guaranteed for the period 1 January 1948 to 31 December 1952 a market for their entire output at prices to be negotiated annually.⁹ Besides assuring for the United Kingdom a regular supply of most of her sugar requirements from sterling sources such an agreement also stimulated trade within the sterling bloc. With such advantages for both parties a similar agreement known as the BCSA was signed on 24 December 1951 between the United Kingdom on the one hand and the representatives of sugar industries and exporters in Australia, the British West Indies, Fiji, Mauritius, and the Union of South Africa.¹⁰ The BCSA was to be operative for eight years from 1 January 1950 to 31 December 1959. The agreement was, however, extended in 1958 to 31 December 1960 and since then was extended each year through to 31 December 1969.¹¹

Under the BCSA Commonwealth sugar producers were each assigned a quota that reached a total of 2, 375 million tons. Fiji's quota was

9. Ibid, p. 327. A good account of the relationship between the BCSA and the ISA is found in the publication of the International Sugar Council, The World Sugar Economy Structure and Policies (2 Vols., London, 1963), Vol. I, pp. 193-201. See also C.P. 26/59, pp. 44-45.

10. The British West Indies in 1951 consisted of Antigua, Barbados, British Guiana, Jamaica, St. Kitts, St. Lucia, and Trinidad. As a consequence of the Republic of South Africa's withdrawal from the British Commonwealth the rights and obligations of her sugar industry under the Agreement came to an end in 1961.

11. The 1951 and 1962 texts of the BCSA are contained in a booklet, The Commonwealth Sugar Agreement (London, 1962) issued by Commonwealth Sugar Exporters, 40 Norfolk Street, Strand, London WC. 2.

limited to 170,000 tons. From the specified quantities allocated to each of the Commonwealth countries the United Kingdom undertook to buy a certain quota of sugar at a Negotiated Price which was to be 'reasonably remunerative to efficient producers' and which was to be negotiated in the immediately preceding November between the United Kingdom Government and representatives of the exporting countries acting jointly.¹² Under the BCSA Fiji's Negotiated Price Quota which was to be sold to the United Kingdom at the 1950 Negotiated Price of £30. 10s. sterling per ton was 125,000 tons.¹³ The remaining 45,000 tons were to be sold to Canada with tariff preference or were to be sold in the world market.

Meanwhile the ISA was signed in London and came into force on 1 January 1954. The ISA was an inter-governmental commitment signed by nearly all the sugar exporting and importing countries of the world including the United Kingdom, which acted on behalf of British colonies such as Fiji. The agreement's primary object was to maintain a stable world price for sugar by allocating export quotas to producing countries. Members of the British Commonwealth were given a combined export quota which

12. Ibid., Article 1, p.4

13. The Negotiated Price paid for a certain quantity of the total quota of each Commonwealth exporting is a special price paid by Britain much higher than the free market price. In 1958 the Negotiated Price for 125,000 tons of Fiji's sugar was £36. 10s. per ton. Fiji Government communique, FR, 9 April 1959, p.1. The Negotiated Price Quota is defined as 'the quantity of sugar agreed by each Exporting Territory as the maximum annual quantity of exports from the said Exporting Territory to which the Negotiated Price applies'. The Commonwealth Sugar Agreement, p. 4. See also ibid., Article 20, p. 14 and p. 22.

amounted to 2.375 million tons which was the same as the quota which they had themselves agreed to accept under the BCSA in 1950. The export quota of 2.375 million tons was to be an irreducible quantity for the Commonwealth exporting countries regardless of the world sugar supply and demand. This quota could be increased but never decreased by the ISA.¹⁴

For 1958 and 1959, Article 16 of ISA, which had been amended in 1958, increased the combined export quota of the BCSA exporting countries from 2.375 million tons of sugar to 2.5 million tons. According to a subsequent agreement reached between the United Kingdom and Commonwealth sugar producing countries this additional quota of 125,000 tons of sugar was to be 'divided among the exporting territories, which were party to the BCSA' pro rata to their overall agreement quotas'.¹⁵ Under this Fiji's specified quota for export increased in 1959 to 179,000 tons.¹⁶

Taking into account the local raw sugar consumption in Fiji, and neighbouring Pacific territories, together amounting to 15,000 tons, the total amount of sugar that Fiji could dispose of in 1959 was 194,000 tons, i.e. 179,000 tons plus 15,000 tons. Besides producing sugar for disposal by export or local sales the Company each year kept a surplus of 50,000 tons as its 'recommended prudent stock tonnage' under the BCSA. However, at the beginning of 1959 the Company had 24,000 tons left over in stock far exceeding the recommended prudent stock. Hence for the 1959 crushing season it aimed to add only 36,000 tons to its prudent stock. Thus the Company estimated to produce a total of 230,000 tons of sugar in 1959

14. Ibid. Article II, p. 9

15. Ibid. Articles 9, 10 and 11, pp. 9-10; Article 16 of the ISA can be found in ibid. p. 25.

16. NFE, 21 October 1959.

as follows: ¹⁷

Total Export Quota under BCSA and ISA	179,000 tons
Local consumption	15,000 tons
	<hr/>
	194,000 tons

Extra tons to add to the 24,000 tons surplus at the beginning of 1959 to reach a slightly greater prudent stock of 60,000 tons	36,500 tons
	<hr/>

Total estimated production	230,500 tons
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Unfortunately due mainly to favourable weather conditions the total sugar production for the 1959 crushing season reached a record total of 283,000 tons, 53,000 tons in excess of the target. As under the terms of the 1950-9 contract the Company purchased cane on an acreage basis it had to buy all the cane grown regardless of the tonnage of sugar that was produced. At the end of the 1959 crushing season the CSR had about 113,500 tons of surplus sugar undisposed which was over and above the recommended stockpile of 50,000 tons by 63,500 tons. Thus the problem of over-production had become very serious. Due to a shortage of storing space the Company had left thousands of bags of sugar under temporary tents in its mill yards at Lautoka. In the Company's view over-production of sugar was largely caused by allocating a cane quota to the cane grower based on the number of acres of cane he was permitted to grow for harvesting in any one year. This was the reason why the CSR was so adamantly opposed to an acreage solution.

In 1960 the BCSA exporting countries received an increased export quota

17. Ibid. The information here has been largely derived from H.G. Nicholls's speech, Eve Commission, pp. 56-60.

under the ISA amounting to 2.575 million tons which were 200,000 tons over and above the irreducible quantity allocated to them under the BCSA in 1950. Every British Commonwealth exporting country was to be awarded a share of this extra quota, just as the additional quota of 125,000 tons was divided among them in 1959. Fiji's share of the 1960 additional quota of 200,000 tons amounted to 14,367 tons.¹⁸ This additional amount plus her 170,000 ton quota under the BCSA equalled a total of 184,000 tons of sugar which Fiji was entitled to export in 1960. With another 15,000 tons for local consumption and sale to neighbouring Pacific territories Fiji could produce a total of about 199,000 tons of sugar for which she had a guaranteed market.¹⁹ Late in 1959 the CSR notified the growers' associations of Fiji's permitted quotas in 1960. The situation was as follows:²⁰

Negotiated Price Quota under BCSA	126,000	tons
Free world quota with tariff preference under BCSA	43,400	tons
Total preferential market quota under BCSA(1951)	170,000	tons
Free market non-preferential quota under ISA i.e. Fiji's share of BCSA's additional quota of 200,000 (sold mainly to Hong Kong and Japan)	14,367	tons
Total exportable quota permitted under ISA	184,367	tons
Local consumption and sale to neighbouring Pacific territories	15,000	tons
Total production that could be disposed of	199,367	tons

18. Ibid. pp. 49-50.

19. PR, 22 January 1959, p. 1.

20. The Chief Manager of the CSR in Fiji to the President, the Kisan Sangh, 8 December 1959. PP.

There was no necessity of accounting for the recommended prudent stock as there already was a surplus of 113,500 tons of sugar left over from the 1959 crushing season.

In view of the above situation the Company planned to restrict sugar production in 1960 to a total of 199,000 tons in round figures. Thus the CSR's decision to restrict purchase of cane from each grower was based on its desire not to exceed a total sugar tonnage of 199,000 tons which it could dispose of in 1960.

Under the 1950-9 contract the Company was bound to purchase all cane grown by the farmer according to an acreage quota issued for each season's crop. Cane production per unit area of land like most other crops depends much upon soil fertility, varying climate conditions, variety of cane grown, and above all good husbandry. In Fiji climatic factors such as droughts, floods or hurricanes have been of major significance to the sugar industry. Hence it has been extremely difficult to estimate cane production in advance for any one year. During 1954, 1955, and 1956, for example, cane production was much lower than estimated because of a severe drought in the first year followed by excessively wet seasons in the following two years. But in the following three years due largely to favourable climatic conditions quota level production was exceeded.

To the Company the fact that its estimate of 230,000 tons of sugar for 1959 was exceeded by 52,000 tons was proof enough that production could not be controlled on the basis of area planted which had been the practice under the 1950-9 contract.²¹ The CSR found it difficult to fix the acreage of cane which was necessary to produce the required tonnage of sugar because, among other factors, the yield of cane per acre and its sugar content were

21. Evo Commission, pp. 56-8.

largely controlled by weather conditions.²²

Following an earlier announcement to introduce a quota system based on tonnage of cane the Company issued to each grower a tonnage slip showing the number of tons of cane it would purchase from his farm regardless of the crop he had ready for harvesting in that season.²³ This measure was intended to limit production to 199,000 tons of sugar. The farm tonnage quota for each grower was based on the average tonnage of cane produced on that farm during the previous five seasons, 1954 to 1958 inclusive.

The Company's decision to introduce tonnage quotas which left a portion of each farmer's total cane crop unharvested, was challenged by the growers who argued that the CSR was responsible for the extra cane grown and therefore, it had an obligation to purchase all of that season's crop. The above was, however, only one of the issues involved in the 1960 sugar dispute; others are discussed in the next chapter.

Despite the divisions among them, exemplified in the existence of at least five different cane farmers' associations, growers' leaders showed such perspicacity and no less sagacity in setting up a united front to negotiate with the CSR. A move was soon afoot calling for a 'conference of farmers union representatives at the earliest opportunity'.²⁴ Subsequently a Cane Farmers' Central Committee was formed at a public meeting of all cane growers in Ra, about forty miles north of Ba. Representatives from the Kisan Sangh, the Mahan Sangh, and the Vishal Sangh spoke. Growers' leaders

22. NFF, 22 June 1960; PR, 22 January 1959, p. 1.

23. Farm tonnage slips were issued to growers on 28 December 1959. Eve Commission, p. 262.

24. Vijay R. Singh to A. Prasad, 19 March 1959. PR.

elected to the Committee were: A. Prasad, chairman; S.M. Koya, legal adviser; J. Madhavan, secretary; Vijay R. Singh, J.P. Bayly, and K.S. Reddy, committee members. A resolution was passed at this meeting to form a Federation of Cane Growers' Associations to study the new proposals put forward by the CSR for a new cane contract for 1960-9. Another resolution was passed to inform the Company that 'under no circumstances should [it] approach or require any cane farmer to sign [its] proposed cane agreement without the written consent of the President and Secretaries of the executives of all cane farmers' associations' till the associations had considered and 'amended the terms and price proposals contained in [its] agreement and presented joint proposals by the cane farmers' associations'.²⁵ With such a solid front it seemed the growers were ready to go to battle with the CSR to seek a favourable cane contract for the next ten years.

The Company maintained a strong commercial organisation; it had large stocks of surplus sugar in Fiji; from past experience it was assured of government neutrality if not active sympathy in the event of a prolonged deadlock in negotiations with the growers; in the case of a deadlock it knew that generally growers were not financially strong enough to survive a lengthy period without cane payments; and finally, it was confident of its ability to justify its new proposals although it did anticipate the possibility of a compromise agreement.

Thus the stage was set for the confrontation of 1960.

25. Minutes of a Cane Growers' Meeting at Ra Public Market held on 22 March 1959. PP.

CHAPTER IV

THE SUGAR STRIKE: THE I. D. L. IN DISPUTE

As long as the growers presented a united front in their discussions with the C.R. they were able to bargain effectively and reach compromises on many issues. The cane farmers had every confidence in their leaders' ability to negotiate expertly with the Company. They believed that with the combined talents of their prominent leaders, who were united for one of the very few times in the sugar industry's history, they were assured of reaching a satisfactory solution to their problems. The farmers' leaders had displayed much foresight and wisdom in forgetting their past differences and their personal animosities for the sake of the cane grower. This was a matter of much pride to him. It appeared that the sugar dispute had, in fact succeeded, if anything, in uniting the Fiji Indian farming community as never before. The monopolistic foreign-owned sugar company and for that matter the colonial government had been shown, cane growers prided themselves in saying, that Indians could not always be ignored and that they were capable of standing up for their rights. The dispute had grown beyond an economic dispute and was looked upon chiefly as a struggle of the Indian sugar cane peasant against the wealthy European-owned company which was backed by the colonial government.

Early in May 1959 the Kisan Sangh invited four representatives from each of the then six existing cane farmers' associations to meet in Lautoka to consider the Company's new draft proposals. Delegates representing the

various associations were:¹

Kisan Sangh	:	A. Prasad, J.P. Bayly, Shiu Nath, and Abdul Geni.
Maha Sangh	:	G.M. Koya, K.S. Reddy, P.C. Srinivas, and R. Nemaaj.
Vishal Sangh	:	A.D. Patel, B.M. Prasad, Shiv Dutta, and R. Prasad.
Maha Sangh (not registered)	:	R.S. Pillay, M.S. Pillay, R. Narayan, and Bachu.
Vanua Loma Farmers' Union	:	J. Madhavan and Girwar Prasad.
Labasa Kisan Sangh	:	Vijay R. Singh. ²

One significant aspect of the May meeting was that five of the six associations were led by men who were either current members or former members of the Legislative Council or who were to be successful candidates in the coming September elections. A. Prasad and J. Madhavan were current MLC's, former MLC's were K.S. Reddy and A.D. Patel, and the successful candidate in that year's elections was

1. Jai Fijii, 9 May 1959, p. 1.

2. The nineteen representatives named here comprised the Joint Committee of the Federation of Cane Farmers' Associations with J.P. Bayly as its chairman. This Committee has been called the Federation Committee. The word 'Federation' was later used to name the Patelled Federation Party which was formed in the wake of the 1960 Sugar Dispute. Later with the affiliation of the largely Fijian dominated National Democratic Party to the Federation Party a new political party was born. It was named the National Federation Party (NFP) and led by A.D. Patel, its first President. NFP is the current Party of Opposition in the Legislative Council. See also Norman Meller and James Anthony, Fiji Goes to the Polls (Honolulu, 1968), p. 95.

Vijay R. Singh. S.M. Koya successfully contested the North-West Viti Levu seat three years later.³ Interestingly enough a suggestion put forward by A.D. Patel that consideration of the CSR's proposals and further deliberations regarding a new cane contract should be postponed till after the September elections was accepted by delegates to the May meeting. A. Prasad, J. Madhavan, and the trade union leader, B.D. Lakshman, contested the seat for the Western Constituency while Vijay R. Singh was the successful candidate in the Northern Constituency.⁴ It might appear that although the growers' leaders had united to fight for the farmer's welfare political matters weighed down all such considerations.

Some important decisions were, however, made at the May meeting. A Draft Committee consisting of J.P. Bayly, A.D. Patel, S.M. Koya and Vijay R. Singh was appointed to prepare the draft of a cane

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3. It may be of some importance to note here that S.M. Koya's (a former vice-president of the Kisan Sangh) nomination for the post of vice-president of the Kisan Sangh at its annual meeting on 15 April 1959 was successfully opposed by A. Prasad's supporters. Koya and a few others' nominations were rejected because they were 'outsiders'. J.P. Bayly was elected President and A. Prasad was unanimously elected the Sangh's General Secretary. Minutes of the Meeting of Representatives elected by District Committees of the Kisan Sangh from Ba, Ra, Tavua, Lautoka, Nadi, and Nadroga districts, 15 April 1959. PP.
 4. B.D. Lakshman won the Western Constituency seat. NIFF, 16 September 1959.

contract on behalf of the growers to be later presented to the CSR for discussion.⁵ It was also decided to demand that cane payment should, in future, be made in the ratio of 70 per cent to the grower and 30 per cent to the miller on the net price received from sugar sales.⁶ This was claimed to be the system of cane payment in Queensland where the CSR also operated.

Till the end of the Legislative Council elections in September 1959 nothing very significant was done by the growers' leaders regarding the matter of a new cane contract. Nevertheless it would appear that A.D. Patel had tried to steal a march on the other leaders by being the first to challenge the Company's new proposals through the Pacific Review and by holding the first public meeting of the growers to denounce them four months before the May meetings.⁷

After the elections the growers' Draft Committee prepared a draft contract and growers' meetings were announced in the week 3 - 11 November to approve it.⁸

5. Memorandum of Agreement for the Sale and Purchase of Cane prepared by the Draft Committee consisting of A.D. Patel, S.M. Koya, J.P. Bayly, and Vijay R. Singh, 21 September 1959. The Memorandum will hereafter be referred to as the Draft Committee Contract. PP. See Appendix III. J.P. Bayly was a wealthy European landlord owning several hundred acres of land mainly in the Western Districts of Viti Levu.

6. PR, 7 May 1959, p. 1; Jagriti, 3 May 1959, p. 1.

7. PR, 26 February 1959, p. 2.

8. New Contract for Cane Ready, n.d., PP.

The following month the CSR announced its decision to restrict sugar production in 1960 to only 199,000 tons thus leaving a proportion of each grower's cane unharvested.⁹ A week later the Company issued farm tonnage slips to the growers allocating a specific number of tons to each grower.

As far as the CSR was concerned the problem facing it was simple: dwindling profits from the sugar industry. It considered that too high a price for cane was paid to the grower particularly in view of the decline in the yield of sugar from cane. Further, the Company wanted rectification of 'loose and ineffective' provisions in the old 1950-9 contract generally, 'in such matters as burnt cane, stale cane, extraneous matter sent to the mill with the cane, control of disease and cane variety, and strikes.'¹⁰ The vital change the Company wanted in a new contract was the allocation of quotas to individual growers on the basis of tonnage of cane supplied to the mills, not on the basis of acreage of cane grown. In this way the CSR hoped to overcome the problem of excess crops which it had to mill and store but could not sell because of quota restrictions. Other new matters that the Company wanted to include in a new contract were the necessity to control production in view of Fiji's limited export quota, a fixed date for mill closing to prevent

9. NFE, 21 October 1959.

10. J.C. Pott's evidence, Rye Commission, pp. 5-7.

uneconomic crushing, and sugar storage expenses. Changes were necessary in the old contract because in the Company's view the growers had been receiving a larger share of the sugar proceeds than had been intended or could be justified for the future.¹¹ The CSR claimed that the sugar moneys available to the miller were inadequate 'to replace plant and assets' on the 'milling side' of the industry which were necessary to maintain them in efficient condition.¹²

The growers demanded that all their cane ready for harvesting in 1960 should be purchased by the CSR and that they should receive a higher price for it. Growers' leaders questioned the Company's claim for a greater share of the industry's income. Their suggestion was that 70 per cent of the total income from sugar proceeds be shared by growers and 30 per cent by the CSR.¹³ The growers' costs had increased over the years and he found it increasingly difficult to elicit a reasonable

11. Editorial, Jagriti, 2 July 1960, p. 2. For the method of calculating sugar cane price see clause 10, 1960-69 Cane Contract, Appendix II.

12. Eve Commission, p. 7.

13. The relevant clause in the Draft Committee contract read, 'The price of sugar cane per ton shall be derived by dividing 70 per cent of the total F.O.B. value of all sugar, molasses, and other valuable by-products produced during the crushing season by the total tonnage of sugar cane crushed or produced'. Clause 13, Draft Committee Contract; See also Eve Commission, p. 22.

living on his ten-acre farm. On the 'flat and ratoon system' cane ready to harvest occupied only about four to five acres each year.¹⁴ Moreover, it was claimed that the grower was not receiving a fair share of the money from the sale of molasses, a by-product of sugar cane.¹⁵

Besides restricting sugar production the CSR had decided to allocate quotas to growers on a tonnage rather than an acreage basis which had been the practice in the past.¹⁶ The Company argued that it was no longer feasible to allocate quotas based on acreage because both the cane yield as well as the sugar content varied from farm to farm. In spite of growers' preference for acreage the Company gave several reasons supporting its case for allocating quotas on a tonnage basis.¹⁷

The Company stated that variable weather conditions affected the sugar cane crop through droughts and excessively wet periods as well as exerting the main influence on the germination of the seed cane. The yield of new varieties of cane

14. D.M.N. McFarlan's (Kisan Sangh counsel) evidence, Eve Commission, p. 15

15. The CSR 'bought' all of Fiji's molasses and sent it to its companies in Australia. A.D. Patel, quoting figures from the FILII ANNUAL TRADE REPORTS showed that CSR had bought Fiji's molasses at a constant rate of £1 per ton over the years 1934-60. Ibid., p. 192.

16. 1950-59 Cane Contract. See Appendix II.

17. The following arguments in favour of the tonnage system are based on H.G. Nicholls's evidence, Eve Commission, pp. 51-53.

were also difficult to predict because of the limited scope of testing under the varying conditions of the soil and weather.¹⁸ Moreover, the growers' actions and decisions caused considerable variations in the actual time of planting, in the fertilizer applications, and in the cultivation of crops thus affecting the yield of cane per acre as well as its sugar content. The CSR pointed out that it was extremely difficult to control and police the exact acreage over some 12,500 growers. Accurate measurements of area to be harvested and policing the planting of cane were both almost impossible according to the Company. Finally, the average tonnage of cane needed to make one ton of sugar varied much less from year to year than did either the average yield of cane per acre or the sugar content of cane per acre.¹⁹ For their part, growers were adamant in insisting that since the CSR was responsible for the extra cane planted,

18. In January 1959 the CSR had stated, 'New varieties of cane now being planted are increasing the tons of cane and the tons of sugar produced from each acre of cane.' ET, 15 January 1959, p. 2.

19. In the ten-year period from 1947 to 1956:

- (i) the average yield of cane per acre varied annually as much as $18\frac{1}{2}$ per cent above and $17\frac{1}{2}$ per cent below the ten-year mean,
- (ii) sugar per acre varied by 18 per cent above and $17\frac{1}{2}$ per cent below the mean (i.e. not significantly different from the variation in cane per acre), but
- (iii) the average tons of cane needed to make one ton of sugar varied by only $5\frac{1}{2}$ per cent up or down from the ten-year mean.

Figures from Eve Commission, pp. 52-3.

it had²⁰ moral, if not a legal, obligation to buy all their cane.²⁰ They pointed to a CSR statement of January 1959 which averred that due to the closing of the Neusori Mill after the 1959 crushing season the Company had planned to increase the cane acreage at the other mills.²¹ However, the Company refused to take any responsibility for the extra cane which would remain unharvested at the end of the 1960 crushing season.²²

The cane farmer was helpless if the CSR refused to buy all his cane. There was no other commercial crop that could bring even half as much income as sugar cane. Besides, no other crop but cane had an assured market. A farmer in the sugar cane districts would willingly plough down his crop of corn, peanuts, or melons and plant cane if the CSR agreed to give him a cane contract.

The growers' leaders also produced several arguments to justify their insistence on having quota allocations to each farm based on acreage rather than tonnage.²³ In the first place, there were elements of risk associated with

20. PR, 7 July 1960, p. 2. 'Case for the Farmers' by J.P. Bayly, chairman of the Federation Committee, Jagriti, 22 June 1960, p. 1.

21. PR, 22 January 1959, p. 1. HTF 16 January 1959; PR, 13 January 1959, p. 2.

22. According to Patel, Potts asked him why the farmers listened to the CSR officials and planted extra cane when they knew that the 1959-59 Contract expired after the 1959 crushing season. Jagriti, 15 June 1960, p. 1.

23. The following arguments are derived largely from A.B. Patel's evidence, Eve Commission, pp. 258-9.

tonnage especially in view of the fact that growers were mostly tenants either of the CSR or other landlords, and most of them were in debt. If a farmer, for example, was allotted 100 tons of cane it would be very difficult to produce the exact amount even if he was an experienced, educated, and a scientifically trained farmer. Instead, if he were asked to plant five acres any grower would know that every stick of cane from that area would be harvested. Secondly, if some growers exceeded their quota of, say 100 tons, by 20 or 30 tons they might not be able to withstand the loss of that extra cane on which they had spent a considerable proportion of their income. Thirdly, the grower would have to incur heavy expenditure in disposing of extra cane especially if he lived far away from the mills in districts such as Sigatoka. Because of the long haulage to the mill, which often took about four days, cane could frequently deteriorate and in this case the rejected cane over and above the quota level for that firm would be a dead loss. Besides meeting his harvesting expenses the grower would have to unload and dispose of the surplus cane at his own expense. Not only did he lose his cane but spent more to dispose of it. Fourthly, the difficulty of estimating exact tonnages of cane could cause long stoppages in the work of the harvesting gang which would affect both the miller and the grower and possibly result in an extension of the crushing season. The weigh bridge for weighing cane could be anything from twenty to seventy miles away at the mill, and if the grower waited to ascertain the exact weight of a portion of his cane before harvesting any more, this would result in long

delays. Finally, in reply to the Company's claim that it was difficult to police acreage, the growers argued that it would be far more difficult to police tonnage. In the case of a grower who feared reduction of his future quota because he failed to supply that year's quota the natural temptation for him would be to offer a premium to his neighbour to buy extra cane in the 'black market' and sell it under his own name. Far more policing would be required to stop this malpractice.

The growers went on to offer a solution to the problem of possible over-production on the acreage basis. If, because of good weather the cane yield was much higher and a surplus of sugar resulted, exceeding the prudent stock, it should be carried on to the following year. However, if there was over-production of sugar because of favourable weather conditions for cane and not through the 'cunning' of the CSR, the growers agreed to accept a reduction of their cane acreages in the following year to bring the situation back to normal again. This sums up the tonnage versus the acreage issue.²⁴

Regarding the issue of burnt cane the Company offered a new proposal which absolved the CSR of its obligation to accept and pay for such cane. However, cane which was burnt with the Company's consent was to be harvested and delivered on the train-line

24. Both the Eve Commission Report (C.P. 20/61) and the Denning Report (issued in February, 1970) gave their awards in favour of the tonnage system.

within forty eight hours and ^asum of 2s. 6d. was to be deducted from the price of one ton of such cane; but if delivered after this period a total penalty of 5s. was to be imposed.²⁵ The Company proposed to retain one-half of the above deductions. Under the old contract a penalty of 1s. 6d. per ton was deducted for burnt cane to be distributed at the end of the crushing season amongst all growers who supplied cane to the mill pro rata to the tonnage of cane supplied.²⁶ The Company did not receive any share of the burnt cane deductions. The deductions were, in fact, an incentive to the growers not to burn their cane; as it was, those who did not burn, benefited from the penalties imposed upon those who did. The Company's new proposal was based on grounds of uneconomic operations under the 'loose' terms of the old contract. But the growers accused the CSR of making excessive profits and called for the retention of the old terms according to which all cane burnt with or without permission was purchased by the Company.²⁷

There were other different or totally new terms in the Company's draft proposals for the 1960 cane crop. All of these were designed to either increase the CSR's profits or to eliminate the risk of its operating uneconomically. They were all rejected by

25. PR, 26 February 1959, p. 2; ibid, 21 July 1960, p. 2.

26. Clause II, 1950-59 Cane Contract; Jagriti, 20 July 1960, p. 1; PR, 21 July 1960, p. 2.

27. Clause 17, Draft Committee Contract. See Appendix III.

the growers.²⁸ In its proposals the Company reserved the right to reject any variety of cane grown without its approval. In the previous contract the right to reject such cane was not mentioned. Regarding sugar storing capacity, the CSR wanted the grower to contribute towards the erection of additional storage facilities a sum of 15s. per ton of such storage. This deduction was to be made from the price of cane at the rate of 6d. per ton. The grower rejected such deductions because he argued he was not responsible for the storage of the accumulated surplus which, he even went so far as to allege, had been created 'deliberately' by the Company in previous years.²⁹

Another of the CSR's proposals was that it would not be responsible for any cane that was harvested but remained uncrushed owing to unforeseen circumstances such as a strike. The growers here insisted on the provisions of the old contract under which the Company accepted any cane which was cut 'by the direction of the Company before notice to cease harvesting had been given.'³⁰

The above were, in the main, the crucial issues involved in the 1960 dispute. As negotiations developed concessions were made by both sides on certain issues but difficulty was

28. Editorial, PL, 26 February 1959, p. 2.

29. 'To this storage deduction the growers say "Never, never, never".' PL, 21 July 1960, p. 1.

30. Clause 15, 1950-59 Cane Contract; Clause 20, Draft Committee Contract; PL, 21 July 1960, p.2. The existence of a period of industrial unrest involving the CMS and the CSR in the years 1957-9, during which there were four strikes by the mill workers could, perhaps, have been an important factor in the Company's new proposal. C.P. 26/59, pp.5 and 13.

encountered in trying to reach a settlement over new matters. From the start negotiations were hampered by a general lack of trust between the two parties and perhaps also by the industrial tensions which clouded the colony about this time. There was concern about the increasing militancy of Fiji's trade unions. In December 1959 violence of an anti-European nature flared up in Suva in the course of a major strike by the oil workers who belonged to the Wholesale and Retail General Workers' Union, led by militant trade unionists, Mohammed Tora and James Anthony. Fijians and Indians joined in mounting attacks on European business premises and motor vehicles in the streets of Suva.³¹

In March 1960 about 600 workers employed in the construction of Lautoka wharf went on strike over the refusal of the employers to discuss the 'question of certain dismissed employees'.³²

31. Report of the Commission of Inquiry into the Disturbances in Suva, December 1959, C.P. 10/60, p. 27. The Inquiry which was held in public throughout February 1960 was reported daily through press, radio, and the Public Relations Office and aroused much public interest. As a result of the strike the minimum wage for employees of the Vacuum Oil Company and the Shell Oil Company was increased from £3. 6s. 6d. per week to £3. 11s. 6d. REU, 3 February 1960. At about the same time Indian public opinion was much incensed by the statement of Sir Kenneth Maddocks, Governor of Fiji, who was reported in Auckland as saying that 'strife during the December disturbances was largely between the two major racial groups, the Indians and the Fijians'. RE, 3 March 1960, p. 2. Sir Kenneth later cabled from Auckland, 'I did not say as reported', ibid, 10 March 1960, p. 1; REU, 2 March, 1960.

32. REU, 16 March 1960.

and Retail General Workers' Union at the big European - owned commercial firms of Morris Hedstroms and Burns Phillips in the sugar districts in protest against the dismissal of certain workers.³³ Three days later the employees of the Shell and Vacuum Oil Company began a sympathy strike with the workers of the two firms. Apart from these major strikes other minor industrial disputes occurred. The year was indeed an important one as far as trade unionism was concerned; a total of fourteen major disputes occurred in the colony.³⁴ This was briefly the industrial background against which the 1960 sugar dispute developed.

By November 1959 the cane contract prepared by the cane farmers' Draft Committee was unanimously approved by them at meetings held in the sugar districts during that month. At their first meeting with the CCA held on 5 and 6 January 1960 the Federation Committee on behalf of the growers offered to plant no new cane if the Company agreed to purchase all of that year's crop. Thus there would be little cane for harvesting in 1961 besides the ratoons. The stocks held over from 1960 together with the smaller yield expected from ratoons in the following year would be enough to fill the 1961 quota. Growers' leaders said that their suggestions would enable the Company to get rid of its surplus stocks while a new contract was being negotiated for 1962 and ensuing years. Instead of planting new cane the

33. Ibid., 13 April 1960; Jagriti, 6 April 1960, p. 1.

34. Department of Labour Annual Report 1960 (Suva, 1960), p. 3.

farmers would plant subsistence crops in the vacant lands.³⁵

Despite the fact that the Federation Committee's counter-proposal was rejected by the Company, growers' leaders insisted on it with renewed vigour. Pamphlets were issued in the sugar districts advising farmers to plant foodstuffs instead of cane.³⁶ The leading Hindi weekly declared it was 'a time of ten years' life and death for farmers', and unity was imperative.³⁷

The Company, however, refused to buy all of the growers' cane and, following two further meetings with the Federation Committee, it offered to negotiate on a two-year agreement instead of a ten-year one. The offer, made on 14 March, was subsequently rejected by the growers as being the 'talk of a foolish person'.³⁸ Cane was a crop whose returns could be grown for harvesting for over four years once it was planted. Hence a long-term contract was necessary so that growers could plan their planting for some years thereafter. In such circumstances where growers tended to turn off their newly-planted cane for at least four years a two-year contract with no assurances for later years, was considered by the growers to be unfair. Growers' meetings in both Viti Levu and Vanua Levu rejected the suggestion

35. Jagriti, 9 January 1960, p. 1.

36. NFE, 22 June 1960.

37. Jagriti, 6 February 1960, p. 2.

38. A. Prasad, Kisan Singh's secretary speaking at a growers' meeting, ibid., 23 March 1960, p. 1. J.C. Potts claimed that steeply rising costs, especially wage rates, had made a ten-year agreement too risky. NFE, 22 June 1960.

of a two-year contract and promised not to plant any new cane till the CSR was prepared to accept all the standing cane of 1960. It was further decided that no changes were necessary in the previous 1950-9 contract and, therefore, the Federation Committee would not meet with the CSR to discuss changes in it. Hence the Committee would only meet the Company if the latter showed a willingness to increase the price of cane in its new contract.³⁹

The Company, however, notified the growers' representatives that under no circumstances would it crush more cane than needed to produce the quota level of sugar totalling 199,000 tons. Nor was it prepared to offer a higher price for cane.⁴⁰ As there was 'no point in further discussions' with the cane farmers' associations the Company decided to inform the Governor of the existence of a deadlock.⁴¹

The Governor had already begun to take an active interest in the dispute. Before leaving on a four-day visit to Australia, Sir Kenneth Maddocks met growers' leaders informally on 7 May. In Sydney he 'conferred' with the CSR Company's directors for one and a half hours on Fiji's sugar situation.⁴² When advised of the

39. Jagriti, 23 April 1960, p. 1; ibid, 30 April 1960, p. 1.

40. J.C. Potts to A.D. Patel, 18 May 1960. PP.

41. J.C. Potts to the President, Kisan Sengh, 23 May 1960. PP.

42. NFF, 11 May 1960; Jagriti, 11 May 1960, p. 1. and 18 May 1960, p. 1. In a reply to Hari Shanker of Ra, who feared a repetition of the 1943 sugar strike, the Colonial Secretary said the Government was 'keenly interested in the sugar dispute'. Ibid, 25 May 1960, p. 2.

deadlock Sir Kenneth wasted little time in bringing the two sides together at Government House in Java on 8 and 9 June. But eleven hours of discussion failed to produce any result.

The nearest the parties came to reaching an agreement during the two days was when the Company undertook to buy sufficient cane to manufacture 199,000 tons of sugar, buy the remaining millable cane in 1961, and arrange for a joint committee of representatives of the growers and the miller to consider payment of compensation for 1960's cane that was not suitable for milling in the following year. This arrangement broke down when agreement could not be reached over the price to be paid to the grower for his cane. The Company wanted the terms and conditions of its new draft proposals to apply while the grower wanted the terms of the old contract to serve as a 'stop-gap arrangement' for that season.⁴³ The C.A. finally agreed to offer a delivery payment for cane 'in line with that of recent years' provided that a 'commission of inquiry into the economics of the sugar industry', with suitable terms of reference, was set up. The Company 'undertook' that the total payment of cane 'would be adjusted eventually in accordance with any recommendation a commission might make'.⁴⁴ This latter offer was also supported by the Governor.

The growers, however, rejected a commission of inquiry at public meetings called by the Federation Committee.⁴⁵ The

43. NFE, 15 June 1960; RL, 16 June 1960, p. 2; Jagriti, 11 June 1960, p. 1.

44. NFE, 15 June 1960.

45. Jagriti, 15 June 1960, p. 1.

growers' representatives came under extreme censure for refusing to accept a commission which would have adjusted the cane price, the only issue left unresolved.⁴⁶ Yet the growers produced strong arguments against a commission; some based on sense, and some, it might appear, on nonsense.

The growers claimed that members of a commission were usually arbitrarily appointed whether or not the farmers had any faith in them. Members of such commissions, they alleged, often influenced by the Company and the government, tended to 'prejudge the issues'.⁴⁷ Furthermore, the appointment of such a commission was the result of the government's weakness and showed that it wanted to override the 'real issue'.⁴⁸ Farmers' demands would be considered justly not by a commission but by Fiji government's officials and the colony's leaders who 'sympathised with the poor'.⁴⁹ Commissions, the growers pointed out, had been unsuccessful in the past and had called Indians bad names. The farmers said they knew how the Company 'dramatically' got the commission on its side and how it subsequently became an expensive failure. The cane farmers were

46. A news magazine held A.D. Patel responsible for the rejections of the 'advantageous terms' offered by the CSR in June. PM, LXXI (1960), p. 150.

47. R.D. Patel's letter in Jagriti, 29 June 1960, p. 3.

48. J. Anthony speaking at a public meeting in Suva, ibid., 23 July 1960, p. 1.

49. Letter by Narainraman, Jagriti, 16 July 1960, p. 3. A.D. Patel said that three commissions appointed during the 1943 sugar dispute had all been unsuccessful and in the end the farmers and the Company reached a settlement by themselves. Ibid., 15 June, 1960, p. 2.

regarded as human beings different from Europeans. Once, a commission had the 'audacity' to decide the size of a farmer's family and what his wife and children should eat and wear.⁵⁰ Besides being failures commissions were expensive and caused a great wastage of public money.⁵¹ In the past the CSR had not shown its accounts to such commissions but had merely used them as a device 'to throw dust into farmers' eyes.'⁵² Moreover, it was argued that the results of the commission's deliberations would not be finalized in time to cover the current year's crop.⁵³ Although growers did not lack arguments to support their case a properly constituted commission with wider powers could perhaps have overridden most of their objections. Growers' arguments suggested a deep distrust of the government and a belief that the CSR would always influence such bodies.

In any case one thing was clear: cane growers were convinced that the appointment of a commission would be against their interests. They

50. Ibid., 13 June 1960, p. 1 and 25 June 1960, p. 2. The Report of the Sugar Cane Commission (1943) which was appointed to inquire into the cane farmers' demand for an increase in the price of cane went on to consider the cost of different items of food for an Indian family as well as their clothing requirements. For example, the following items of clothing were considered to be necessary for a woman: one skirt, one blouse, one orangee; and for a man: 2 pairs of khaki trousers, two khaki shirts, one pair of canvas shoes, and two singlets. Ibid., p. 2. The commissioners appointed were two senior government officials, the Director of Agriculture and the Attorney General.

51. B.D. Lakshman MLC, who also objected to a commission, said that it could cost up to £20,000. He also declared that Fiji Government was a 'satellite' of the CSR and 'this was of great shame to any country'. Jagriti, 22 June 1960, p. 1.

52. Jagriti, 29 June 1960, p. 3.

53. RFF, 22 June 1960.

were, therefore, not prepared to accept it under any circumstances.⁵⁴

Meanwhile a new note appeared in the growers' tirade against a commission. Growers' leaders alleged that the government, working in collusion with the CSR, was not prepared to listen to the voice of 12,500 farmers but was 'forcing the commission on them'.⁵⁵ The government came to be openly regarded not as a friend but more of a foe. S.M. Koya accused the government of favouring the Company and alleged that the Fiji Times was trying to break the farmers' unity.⁵⁶ Another new feature of growers' meetings was the passing of resolutions calling on the farmers to build their own sugar mills. Both Patel and Prasad said growers would save a lot of trouble and expense by having their own mills.⁵⁷ Growing of food crops instead of cane continued to be stressed. Fijian cane growers' leaders supported and co-operated with the Indians in the above measures. In addition, B.D. Lakshman, MLC, pledged the mill workers' support for the cane growers.⁵⁸

By late June, however, the growers' leaders in meetings with the CSR officials had agreed to harvest only sufficient cane to make 199,000 tons of sugar. Issues which remained unsolved were: the price of cane; control of cane production by tonnage or acreage; terms of the contract regarding burnt-cane deductions, storage expenses; and a fixed date for mill

54. At a Ra meeting a farmer was reported as saying, 'Even though they (farmers) starved they would not accept a commission'. Jagriti, 18 June 1960, p. 3.

55. Ibid., p. 3.

56. Ibid., 15 June 1960, p. 1.

57. FR, 7 July 1960, p. 2; Jagriti, 22 June 1960, p. 1.

58. Ibid. Earlier in the month the CSR had already turned down claims made by B.D. Lakshman's union for higher wages. FR, 22 June 1960.

closing. The mills remained idle on 21 June, the day on which crushing was scheduled to have begun.

At the Governor's invitation another conference was held between the two parties at Government House in Suva on 27 and 28 June. On the Governor's advice the three unofficial European, Fijian, and Indian members of the Executive Council were present at the conference and all of them urged the Federation Committee to accept the appointment of a commission.⁵⁹ But the commission was again rejected. One result of the meeting was that it gave growers' leaders more grounds for alleging that the Company and the government were working together indifferent to farmers' interests. On 28 June, however, the government put the following proposal to break the deadlock: 'It is suggested that the Company might buy the 1960 crop up to the quota level, at a price based on the price clause in the recently expired agreement, subject to adjustments of details already discussed, on the understanding that negotiations regarding the 1961 harvesting shall start at once and that if no agreement is reached within a reasonable time government will take such step as it may then consider necessary.'⁶⁰

The CSR accepted the above proposal on 1 July. But the growers' representatives sought further clarification on what the government meant by 'subject to details already discussed', 'reasonable period', and 'such steps'. Further, they wished to know whether they were 'bound to co-operate' if a commission were appointed.⁶¹ The Governor clarified some of the points. 'Such steps' did among other things include the possibility of

59. Jagriti, 29 June 1960, p. 1.

60. NFE, 6 July 1960.

61. Letter from the Federation Committee to H.E. Sir Kenneth Maddocks, K.C.M.G., 1 July 1960. FF.

a commission of inquiry. Other points would be decided by the government 'in due course'. Growers would not be 'bound to co-operate' if a commission were appointed. The Governor added that government's hands must be free to do what it considered to be right in the best interests of Fiji'.⁶² The growers, however, refused to accept the government's proposals.⁶³ The only conditions they were ready to accept were to harvest only sufficient cane to manufacture 199,000 tons of raw sugar at a price and under the terms of the 1950-59 cane contract, subject to a satisfactory solution being reached as to surplus cane.⁶⁴

Another meeting between the two sides called at the instigation of the Governor on 12 July failed to produce any result.⁶⁵ The Company refused to buy any cane under the terms of the old contract. From the restricted tonnage which it offered to purchase the Company wanted to deduct 1s. 6d. per ton of burnt cane' price, half of which it would retain; 6d. per ton for storage fees of surplus sugar; and another 6d. per ton for paying interest on the loans it would have to raise to pay the last instalment of 1959's cane payment which the grower was then de-

62. B. Macdonald (Colonial Secretary) to the Cane Growers' Representatives, 5 July 1960. PP.

63. In the growers' meetings their leaders continued to vent their ill-temper upon the alleged collusion between the CSR and the Government. Jagriti complained that farmers were 'sick and tired' of commissions. It accused the Company and the government of trying to create disunity among the growers. It reminded the public that the circumstances of the day resembled those of 1943. Moreover, it declared, 'If the farmers give in this time they and their future generation will become slaves of the CSR.' Ibid., 6 July 1960, p. 2.

64. Minutes of Cane-growers' Representatives' meeting held at the Kisan Sangh Hall, Lautoka, 11 July 1960. PP.

65. Jagriti, 16 July 1960, p. 1.

manding.⁶⁶

Growers in the sugar districts were kept informed of the progress made in negotiations with the CSR. The Federation Committee called meetings in each of the main sugar towns before and after each significant development in their conference with the Company. Cane growers were asked to approve the Committee's latest offers to the CSR. However, politically minded leaders of the Committee did not lose the opportunity at growers' meetings to launch attack on the CSR for 'exploiting' the farmers and on the government for aiding it. The cane grower's grievances and demands were recast in their minds with colourful oratory.⁶⁷

In the meantime another sensation was created by an attempt on the life of Mr H.G.R. McAlpine, Commissioner for the Western Division. An unknown gunman fired at him twice on the night of 12 July injuring him seriously.⁶⁸ Speculation was rife in the sugar districts.

Meetings between the Federation Committee and the CSR continued, and by the last week of June, appeared to make some progress. On 20 July growers' representatives offered a modified proposal to the Company. According to it every farmer was to have 80 per cent of his cane harvested regardless of the tonnage quota allocated to him. The Company was not to be allowed deductions for interest, storage expense or burnt cane.⁶⁹ Meetings between the two parties continued on 20, 22 and 23 July.

66. PR, 14 July 1960, p. 1.

67. Speakers resorted to such demagoguery: 'Our ancestors developed Fiji expending blood and sweat and by being bound in slavery to the CSR Company. Shall we be slaves to the CSR even now?' Jagriti, 13 July 1960, p. 3.

68. NFE, 16 July 1960.

69. Jagriti, 20 July 1960, p. 1.

Agreement on the terms of a new contract appeared to be within easy reach when the least expected and one of the worst fears of the growers was realized. Representatives of two of the major farmers' associations separated from the rest of the Federation Committee's members and signed an agreement with the C&R for the purchase and sale of the 1960 cane crop. This event which took place on the cool afternoon of 24 July set in train events which later threatened to paralyse the colony economically.⁷⁰ Not only those associated with the sugar industry but all other sections of Fiji's community suffered from the impasse that followed. On the positive side the 24 July Agreement (as it came to be known) became an historic event whose repercussions played a major role in shaping Fiji's political history.

70. See Appendix IV . . . for the full text of the 24 July Agreement. PP.

CHAPTER V

THE 24 JULY COUP

On that Sunday afternoon of 24 July the Kisan Sangh and the Labasa Kisan Sangh's representatives decided to meet the CBR's officials alone when the Federation Committee's other members, led by A.D. Patel, considered it necessary to hold a further meeting of growers before continuing negotiations.

J.P. Bayly and A. Prasad of the Kisan Sangh and Vijay R. Singh of the Labasa Kisan Sangh believed that since agreement had been reached on all the major issues by 23 July, there was little point in delaying the signing of an agreement. However, the other growers' representatives regarded the issues of a fixed date for mill closing and the method of harvesting cane as crucial matters which still remained unresolved. Apart from these two points negotiations between the growers and the CBR had made considerable progress by 23 July. Both sides had agreed that only sufficient cane would be harvested in the 1960 season to produce the quota level of 199,000 tons of sugar. The cane left unharvested after the mills closed was to be added to the individual grower's tonnage quota for 1961.¹ Except for some 'ad hoc arrangements' the company had agreed to incorporate the terms and conditions of the 1950/59 cane contract in the 24 July agreement.²

1. Clause 4, 24 July Agreement. See Appendix IV, p.

2. Clause 8, ibid.

On the tonnage versus acreage issue a compromise proposal was agreed upon in the July agreement; enough to satisfy the Prasad group, but still not satisfactory to the Patel group. The former accepted the method of harvesting cane outlined in clause 3 of the agreement. In sum, the method agreed upon was that one half of the area of the standing cane on each farm would be harvested in the first round but in the second round the balance of the cane to be purchased by the Company would be on the tonnage basis which would be 'calculated for each farm in proportion to the tons already harvested in the first round'. Patel's group, however, wanted harvesting in the second round to be also based on acreage.

Clause 7 of the agreement which contained a fixed date (22 January 1961) for mill closing was the second and the only other issue on which the Patel - led group could not agree. A.D. Patel wanted the mills to continue crushing till an equal proportion of every farmer's cane was harvested.

However, J.P. Nayly, A. Prasad, and Vijay R. Singh accepted both of the above clauses and believed the 24 July agreement was 'fair and honourable' and 'one that the growers should accept'.³ Hence Nayly, on behalf of the Kisan Sangh, and Vijay R. Singh, on behalf of the Labasa Kisan Sangh, together with representatives of three other Fijian cane growers' associations signed it without further delay.

There have been various interpretations of the 24 July episode. The three views most commonly cited and most tenaciously held by large sections of Fiji's community have been firstly, that A.D. Patel, being himself a Gujarati, was trying to impoverish the farmers by prolonging the deadlock so that they would remain in a state of eternal economic bondage to the Gujarati

3. NFE, 27 July 1960.

merchant community;⁴ secondly, that political considerations led to the split; and thirdly, that a genuine desire to safeguard the farmers' welfare led Patel and his associates to withhold their signatures from the agreement and continue the struggle with the Company.

The supporters of the 24 July agreement, A. Prasad, Vijay R. Singh, B.D. Lakshman and K.B. Singh (a former M.L.C.) all ascribe Patel's refusal to reach an agreement with the CSR to his sectional interests vis-a-vis the Gujarati merchant community.⁵ B.D. Lakshman, the current M.L.C., adequately depicted the views of those who accused A.D. Patel of sectionalism: 'A.D. Patel and B.B. Patel representing the desires of the business community started their sinister work since 1929 to keep the [farmers] in bondage same thing happened in the 1943 sugar strike when this man (i.e. A.D. Patel) knows that sufficient farmers have been reduced to penury he is going

4. Fiji's Indians have many cultural and religious divisions despite a common name. Besides the Moslems, who have an entirely different religion, Indians are divided into four main cultural groups, the North Indians, the South Indians, the Gujaratis, and the Punjabis each of which has a different language and slightly differing customs and traditions. The Gujaratis, moreover, are economically as well as socially distinct from the rest of the Indian community as virtually none of them is a farmer and nearly all of them are engaged in some form of mercantile activity in the towns. They came to Fiji chiefly from the Bombay Presidency after the First World War as 'free' immigrants. To this day, even more so than the Punjabis, they are distinguished as a separate cultural group among the Indians. They have maintained their own Gujarati language, they do not marry local Fiji Indians other than Gujaratis, and cling more rigidly than other groups to the customs and mannerisms of their birthplace. Adrian C. Mayer, Peasants in the Pacific (London, 1961), pp. 46-8. Indebtedness among the Indian farmers mainly due goods bought on credit from Gujarati retailers has been steadily rising. See Mohammed, pp. 133-4. On the Gujaratis see also Gillion, 'Political Problem', p. 20.

5. Interviews with Prasad 19 February 1969, Vijay R. Singh 13 February 1969, B.D. Lakshman 15 February 1969, and K.B. Singh 9 February 1969.

to say, "Please go and harvest your cane" when the people will not be financially able to harvest their cane This party, representing the business community, is interested in seeing that the farmer loses his money and becomes dependent upon them and becomes their victim.⁶

A. Prasad and Vijay R. Singh further accused A.D. Patel and his Gujarati associates of trying to sabotage attempts by farmers to form co-operative stores in opposition to the Gujarati retailers.⁷

There does not appear to be any organized or planned attempt by A.D. Patel, or for that matter by the Gujaratis, to keep farmers in debt. This may be largely a matter of coincidence rather than design. It has been argued that the Gujarati retailers would suffer rather than gain from a sugar deadlock which would weaken the financial position of the farmer and consequently mean less business for them.⁸ On the other hand Gujarati leaders (naturally enough) have deprecated moves by farmers and non-Gujaratis to form co-operative stores.⁹ In any case it would be very difficult to prove that any Gujarati leader (and for that matter, the leader of any other cultural group) when in possession of authority would not let sectional interests influence his decisions.

The adherents to the above view also accused Patel of letting political

6. FLCP, 30 September 1960.

7. Prasad, interview, 19 February 1969; Vijay R. Singh, interview, 13 February, 1969.

8. An article signed The Thirty Second Member, 'If there is or can be a group of people who will lose more than any other group by non-harvesting of cane it will be the Gujaratis. That is the truth and you know it, whatever you have said on the subject'. RE, 6 October 1960, p. 4.

9. S.B. Patel did not think co-operatives will ever be successful hence there was little sense in forming them. Interview, 18 February 1969.

considerations influence his decision not to sign the 24 July agreement.¹⁰ They alleged that Patel, leading the dissident groups, had inveigled Prasad's group into signing the agreement so that later he might charge the signatories with having betrayed their community. Furthermore, A.D. Patel, proving to be the extremist leader, would be regarded as a loyal leader by the Indians and receive their sympathy and support. This is what later happened but whether this move was planned and foreseen by A.D. Patel is quite another matter and difficult to judge. Patel's group have in turn alleged that Prasad and Singh supported the 24 July agreement with the intention of showing the Indian community that they were largely responsible for bringing about an agreement which was fair to the growers. The two leaders had hoped that the farmers, already in grave financial straits, would start harvesting their cane according to the 24 July agreement and the dissident Patel-group would be left in the lurch. Thus the leadership of the Indians would pass into the hands of the Prasad-Singh group.¹¹ Again, this allegation is difficult to prove or to disprove.

It is noteworthy that the CSR has always ascribed sugar troubles to the 'machinations of demagogues'.¹² If it were not for politicians the Company believed that the sugar industry would function more smoothly.

The third and final interpretation of the Patel-led group's refusal to sign the 24 July agreement has been that they considered the settlement reached so far had failed to provide a satisfactory solution to what they

10. According to Prasad, Patel prolonged the 1945 strike in order to benefit the Gujarati shopkeepers as well as to win the 1945 elections. Sharma, Farmers Union, p. 92.

11. Letter, 'Back Stage Politics', PR, 15 September 1960, p. 3.

12. South Pacific Enterprise, p. 88; IT, 27 August 1960, p. 1; Eve Commission, p. 4. Mohammed and Mayer also believe in the paramountcy of political considerations on such occasions. Mohammed, p. 135; Mayer, Indians, p. 108.

believed to be the crucial issues of the dispute: the method of harvesting cane in the second round, and a guarantee that an equal proportion of each farmer's cane (i.e. 80 percent) would be harvested and the mills would continue crushing till this was achieved.¹³ The Patel group argued that the agreement did not guarantee that the mills would only close after the agreed quota of every farmer's cane was harvested. It was quite unlikely that every grower's agreed quota would be harvested before 22 January 1961, the closing date. Clause 7 of the agreement did indeed state that, 'The mills will not continue to crush after 199,000 tons of sugar has been made or beyond 22 January at any mill, whichever is the sooner'.

A. Prasad's group considered that in asking for a guaranteed harvest of 80 per cent of every farmer's crop A.D. Patel was asking for the impossible. It was impossible to estimate the weight of 80 percent of the farmer's crop without harvesting and sending the entire crop to the mill to be weighed.¹⁴ Further, they agreed with the Company that it might not be economical to crush beyond 22 January as that could lead to accumulation of surplus tonnage much beyond expectations. The Company also argued that cane lost its sugar content when the hot wet weather arrived and hence it was not economical to crush beyond 22 January.¹⁵ Anyhow, the Company had agreed to extend its previously scheduled closing date from 7 January to 22 January and had also agreed on a compromise formula

13. FR, 28 July 1960, p. 1; Jagriti, 27 July 1960, p. 1; FR, 15 August 1960, p. 1; FLCD, 1 October 1960.

14. Vijay R. Singh, interview, 13 February 1969. Singh was apparently thinking in terms of tonnage whereas Patel and others had meant acreage.

15. FR, 12 August 1960, p. 1; and 8 September 1960, p. 3.

over the question of tonnage versus acreage.¹⁶ To Prasad, Singh, Nayli and their associates, the Patel-led group's intransigence appeared petty and, moreover, aroused suspicions.

As far as its attitude regarding the guarantee of a proposed quota of each farmer's cane was concerned, the Company stated that, 'Clearly the Company could not give any assurance about something which lies entirely in the hands of the farmers themselves'.

Whatever might have occasioned the 24 July agreement it failed to enlist the growers' support. That was not all; A. Prasad and Vijay R. Singh's political future did not escape the repercussions of that Sunday afternoon's episode.

16. The compromise was that harvesting in the first round would be on the acreage basis, clause 3, 24 July Agreement. See also FE, 15 August 1960, p. 1.

CHAPTER VI

THE WINTER OF DISCONTENT

As the events stood by 23 July, the CSR had agreed to extend the mill's closing date from 7 to 22 January and, further, it had agreed to forego storage expense for sugar. With these two points resolved Prasad, Bayly, and Singh were ready to sign an agreement with the Company. But A.D. Patel insisted on having another meeting of the Federation Committee before signing any agreement. It was finally agreed to hold a meeting at Radi the following morning after postponing the time from 8 a.m. to 10 a.m. to allow Patel time to have his Sunday morning prayers.¹

On Sunday most of the delegates were present except S.M. Koya. Patel suggested that they wait till his arrival. However, after waiting till about midday with no sign of Koya, Prasad, Bayly and Singh left for Lautoka where Bayly had arranged a meeting with the CSR officials at 2 p.m. in the Company Hall.² The rest of the growers' leaders refused to go with Bayly to Lautoka for the meeting with the Company. That afternoon while Bayly's group were meeting the CSR officials the rest of the Federation Committee members followed them to Lautoka and tried to persuade them to hold another growers' meeting before conferring further with the Company. A.D. Patel

1. Bayly had asked Patel to have the meeting on the night of 23 July but Patel said he was too tired that day. Prasad, interview, 19 February 1969.

2. Jagriti, 27 July 1960, p. 1.

wanted farmers' meetings called in all sugar districts to explain the nature of the agreement reached so far with the Company. But Bayly, Prasad, and Singh, convinced that Patel was deliberately using 'delaying tactics' for ulterior motives, were not prepared to delay any longer.³ Bayly later claimed that the other growers' representatives knew that an agreement was to be signed that afternoon, but 'they broke away from us'. Hence bearing in mind that 'the time was running out', the farmers were losing, the colony was suffering, and the Governor's advice had been to harvest that year's crop and then negotiate a new contract, the three decided that the agreement reached so far should be signed.⁴

The ill-fated 24 July agreement had little effect on the existing sugar situation. Meetings held in the sugar districts confirmed that a majority of the growers were not in favour of the settlement reached. However, the winter was too long for most growers. Some of them were forced to commence harvesting against their will because of the frightening prospects of economic starvation. Disillusionment reigned supreme in the absence of a satisfactory solution to the dispute. The CBR refused to resume negotiations for another agreement. It declared that its final concessions were contained in the July agreement which it signed with representatives of five other growers' associations. It would under no circumstances repudiate that agreement.⁵ And indeed the CBR stood by its word. Because of the Company's apparent resignation to the deadlock despite efforts by the A.D. Patel-led Federation Committee to re-open negotiations, the government came to play a greater role in efforts to reach a

3. FLCD, 1 October 1960; Vijay R. Singh, interview, 13 February 1969

4. FE, 15 August 1960, p. 1.

5. 'Notice to all Cane Farmers', FE, 16 August 1960, p. 7.

settlement. But by then the government was already the victim of an alleged collusion with the CSR.

If the Prasad-Singh group had hoped to carry the day in a bid for farmers' support they were disappointed. If Patel's group did in fact anticipate the farming community's support and sympathy, both were forthcoming. A.D. Patel wasted little time in calling a meeting to familiarise the growers with the latest development in negotiations after the 24 July agreement. A growers' meeting was held the next day of which A. Prasad, J.P. Bayly and Vijay R. Singh had received no notification.

A.D. Patel, the Vishal Sangh's representative and S.M. Koya, the Maha Sangh's representative, received the growers' full support at the meeting. A resolution was passed to the effect that farmers would not recognize any agreement regarding a new contract unless it was signed by all their nineteen representatives in the Federation Committee. It was decided to send a 'conciliation committee' to try to get Bayly, Prasad and Singh back into the Federation Committee.⁶ A.D. Patel's version of the events leading to the 24 July agreement blamed Prasad's group for deliberately attempting to break away to confer with the Company.

Patel and Koya's swift action in calling a growers' meeting the next day had paid off. The growers were with them. The Prasad group's failure to call a meeting or to be present at the 25 July meeting might, perhaps, have inadvertently caused the growers to suspect that there might be something sinister connected with the agreement or else the three leaders would have come forward to justify their action without delay. The three leaders, however, chose to publicize their recommendation to the growers to start

6. Jagriti, 27 July 1960, p. 1.

harvesting through the press and the radio. But the growers remained inactive. Subsequent growers' meetings in all the six sugar districts, called by the Patel-led Federation Committee (bereft of the Kisan Sangh and the Labasa Kisan Sangh representatives) rejected the 24 July agreement unanimously.⁷ Prasad and Singh were blamed for betraying the Indian community.

On Sunday 31 July, largely due to the efforts of the conciliation committee, Prasad attended a growers' meeting called by the Federation Committee. His efforts to justify his support for the 24 July agreement were not successful. In a reply to S.M. Koya, Prasad admitted that the agreement did not expressly guarantee that a set percentage of every farmer's cane would be harvested. The growers' insistence on seeking a guarantee as to the proportion of each farmer's cane to be harvested was reflected in the resolutions passed at the meeting. Instead of their previous demand of 80 per cent they offered to have only 76 per cent of each grower's cane cut provided the Company guaranteed to purchase this regardless of the closing date of the mills.⁸ A new proposal incorporating the above offer was presented to the Company on 1 August 1960 by A.D. Patel.⁹ Significantly, A. Prasad, authorized by the Kisan Sangh's president, J.P. Bayly, signed on this new proposal.¹⁰ It was

7. Jagriti, 8 August 1960, p. 1; PR, 11 August 1960, p. 1. It was noteworthy that A.D. Patel had offered at the 25 July meeting to 'sit at home and withdraw' if because of his participation in the Dispute growers were being 'harmed'. Patel added that he did not like to see any disunity among farmers. Ibid., 30 July 1960, p. 6.

8. Jagriti, 3 August 1960, p. 1.

9. NFE, 3 August 1960.

10. Bayly said that he had tried to settle the dispute by signing the 24 July agreement but if that was unacceptable he was ready to authorize Prasad to sign any other favourable agreement. Jagriti, 6 August 1960, p. 1.

clear that following the failure to get farmers' support for the 24 July agreement the Kisan Sangh representatives were prepared to support modified proposals which had the growers' support even if they originated from the Patel camp.

J.C. Potts, on the Company's behalf, rejected the modified proposals which 'claimed to supersede' the agreement signed on 24 July. Potts said there was no question of 'repudiating' the 24 July agreement or 'of re-opening negotiations concerning it'.¹¹ The Company remained adamant and at no stage in the future did it agree to confer with the Federation Committee. Hence the government took upon itself the role of an intermediary between the two sides but with a clear bias towards the 24 July agreement. In the growers' eyes this was a bias in favour of the CSR.

The growers' leaders continued their vendetta against the Company and the government with fiery speeches and much demagoguery. The CSR was accused of 'deliberately and with a set purpose' bringing about surplus sugar cane production in 1959. It was alleged that the Company had 'caused' the split amongst the growers so that 'by dragging a section of the growers through the breakaway leaders on its side it would be able to impose its own terms'. But 'for the first time in the history of Fiji the policy of divide and rule had failed to yield any dividend'.¹² The government was accused of 'working hand in hand' with the Company 'to coerce the farmers into harvesting their crop' under the terms of the 24 July agreement. Although the government professed to be neutral 'its District Officers and other public servants were going around urging farmers to accept the Com-

11. J.C. Potts to J.P. Bayly, 2 August 1960. PP.

12. FR, 28 July 1960, p. 2.

pany's proposals'.¹³

The 'breakaway leaders', as Prasad's group came to be labelled, were not spared. They were alleged to be 'meeting the Company's agents secretly at night' so that 'when they broke away ... and accepted its proposals it could not have been a surprise to the Company'.¹⁴ The attempt to cause a split was alleged to have taken place in June after the 'introduction of a breakaway clique in the name of the Fijians' did not yield any dividend.¹⁵ It was said that on 28 June at the Union Club in Suva 'the plot was hatched' and Prasad was influenced into betraying the growers. From then onwards he was alleged to be on the miller's side.¹⁶ S.M. Koya accused Prasad and his colleagues of 'breaking the [farmers'] unity' in order to 'enhance their prestige'.¹⁷ B.D. Lakshman, MLC, who was in favour of the 24 July agreement was not allowed to speak at any further growers' meeting called by the Federation Committee because 'he was not a grower' and, therefore, 'he could not claim any right to speak'.¹⁸

13. Ibid., 11 August 1960, p. 2.

14. Ibid., 28 July 1960, p. 2 'The Company considered that dissension among the growers' leaders would divide the farmers ... and if farmers and workers started starving they would be forced to cut cane. But the dilemma has produced no adverse results because no sugar mills in Viti Levu are crushing'. Editorial, FE, 19 August 1960, p. 2.

15. Formation of the three Fijian cane growers' associations had taken place only during the Course of the Dispute as there were none existing beforehand. The Fijians represented less than ten per cent of the growers. N.C. Chalmers estimated the total membership of the Fijian associations at not more than 500. FE, 25 August 1960, p. 5. N.C. Chalmers, interview, 15 February 1969.

16. FE, 28 July 1960, p. 2 PIH was alleged to have hinted at the breakaway movement early July: 'By the middle of July there were indications that a section of the Indian growers would break away from the Patel-dominated group and begin cutting cane'. PIH, XXI (1960), p. 31.

17. Jagriti, 3 August 1960, p. 2.

18. FE, 11 August 1960, p. 2. James Anthony and Mohammed Tora, trade unionists supporting the Patel-led group, were allowed to speak at the meeting even though they were not cane growers. Jagriti, 7 September 1960, n.p.

The Federation Committee, lacking the support of the Kisan Sangh and the Labasa Kisan Sangh leaders, was now led by A.D. Patel and S.M. Koya, his chief aide. Both of them were subjected to counter-accusations. Vijay R. Singh accused Patel of aiming to win the elections.¹⁹ Patel was said to be 'ducking and dodging' and deliberately trying to evade a settlement because of his 'personal hatred and suspicion of the CSR' and his intention of driving it out of the colony.²⁰ One newspaper went on to declare, 'The issue is perfectly clear. The hold-up is based on the old game of trying to hold a pistol to the head of an entire community'.²¹

The government also found it necessary to clarify its position. Although noting that the 'situation was grave and urgent' and the 'whole economy of the colony was at stake' a government statement refuted the allegation that the Company and the government were working together. It described the allegation as 'mischievous and utterly untrue'.²²

Meanwhile questions were being asked on Fiji's sugar situation in the British House of Commons.²³ After a lapse of three weeks since the signing of the July agreement the CSR began preparations for the opening of the Labasa Mill on 11 August. The Company was convinced that a sufficiently large number of growers were ready to start harvesting under the 24 July

19. Ibid., 6 August 1960, p. 4.

20. PM, XXX (1960), p. 31 and ibid., XXXI (1960), p. 17.

21. Editorial, FT, 12 July 1960, p. 2.

22. The statement further suggested that a continuance of the dispute would not only harm the farmers but cause widespread distress and misery. It was apparent that the government wanted crushing to commence as soon as possible regardless of the growers' dissatisfaction with the 24 July terms. NFE, 10 August 1960.

23. Jagriti, 11 August 1960, p. 1.

terms. In case friction developed between those who were harvesting and those who were still on strike the government decided to take precautionary measures. Police reinforcements were sent to the Labasa Mill area and the Governor signed a Proclamation calling out the whole of the Territorial Force for actual military service.²⁴

Tension was mounting in the cane districts. Feelings were running high and in many areas the striking farmers were no longer on speaking terms with those that were harvesting. To many farmers the colonial administration appeared to have joined the CSR to break the farmers' unity. The situation had all the makings of a colonial crisis where nearly half of the colony's population regarded the government as a foreign creation, out of touch and remote from them.

The Mill began crushing but very few farmers were harvesting and the cane supply was much below the normal capacity. The three Viti Levu mills were still idle and no sign of harvesting was imminent.²⁵

Following the Labasa Mill's opening Fiji's Acting Financial Secretary, H.P. Ritchie, in a special broadcast to the people of the colony gave grave warning of the economic dangers that would face the colony if the dispute continued. Recalling that the 1943 sugar troubles resulted in three years of recession and stagnation he said that if the situation did not change Fiji would be faced with virtual bankruptcy by the end of 1961.²⁶ The government

24. Legal Notice 94, ERG, 9 August 1960. The decision to send troops was opposed by growers. They complained that they were being forced to harvest at 'bayonet point'. Jagriti, 13 August, 1960, p. 1. The Territorial Force was almost entirely made up of Fijians.

25. One news magazine suggested it was possible to arrange a 'breakaway' in Vanua Levu because the 'sugar community [there] was isolated from Mr Patel and his cohorts at Nadi and Lautoka', PIN, XXXI (1960), p. 69.

26. NFF, 17 August 1960.

was eager to see the resumption of full scale harvesting as soon as possible.

Perhaps encouraged by the latest developments J.P. Bayly, on behalf of the 'breakaways', held meetings of growers on 13-14 August in order to persuade farmers to start harvesting under the 24 July terms. A.I.N. Deoki, the senior Indian NLC, was also present at these meetings. The attempt was unsuccessful. The growers refused to harvest their cane. Some of the meetings degenerated into violence.²⁷ At Ea, police had to rescue A. Prasad and Deoki from a militant crowd. At these meetings the farmers decided not to harvest their cane until the Federation Committee 'in a united manner' advised them to do so.²⁸ When it was evident that a majority of the growers were against the 24 July agreement Bayly re-joined the Federation Committee.²⁹ A.I.N. Deoki promised to persuade the government and the CSR to postpone the mills' closing date.³⁰

In view of the CSR's refusal to open further negotiations with the growers J.P. Bayly, A.D. Patel, and S.M. Koya met the Governor on 19 August in an attempt to end the deadlock. The Company's refusal to participate in any further negotiations was an ingenious tactical decision. The growers' leaders could not bargain with it and, in the circumstances, the government was asked for ~~compensation~~ so that a settlement regarding harvesting could be reached. The Company waited patiently. At the meeting with

27. Jagriti, 17 August 1960, p. 1.

28. Ibid. Even in view of the outright rejection of the 24 July agreement by growers in all districts the CSR was not prepared to resume negotiations. Hence the government was urged to open negotiations. Letter of Neutral Observer, ET, 13 August 1960, p. 6.

29. FR, 18 August 1960, p. 1. Prasad and Vijay R. Singh, however, did not rejoin the Federation Committee.

30. Ibid.

the Governor, Bayly, on behalf of the Federation Committee, raised two specific requests. He asked that if by 22 January (the mills' closing date) the quota of 199,000 tons of sugar was not fulfilled money from the Sugar Stabilisation Fund or funds from the United Kingdom should be used to compensate the difference between the cane actually harvested and the cane needed to fill that quota.³¹ For example, if the CSR decided to allocate a quota amounting to 80 per cent of each grower's total cane in order to produce about 199,000 tons of sugar and only 70 per cent could be harvested in time before the mills closed, then the above funds were to be used to compensate for the 10 per cent left over from the allocated quota.

The Governor refused these requests because firstly, there was no possibility of getting funds from the United Kingdom and secondly, the Sugar Stabilisation Ordinance would not permit 'use of that fund in the manner suggested' by Bayly. Moreover, there was little chance of changing that Ordinance.³² In reply to the Governor who said that the government was bound to uphold the 'sanctity' of the 24 July agreement Bayly said that what he signed that day was not a binding agreement but merely an 'arrangement' to recommend to the growers.³³ S.M. Koya reminded the Governor that

31. Bayly made it clear he was not repudiating the 24 July agreement but was seeking a more favourable agreement if it was possible. NFE, 24 August 1960. The Sugar Stabilisation Fund was established in 1947 by the British Ministry of Food to help Commonwealth countries in times of adversity such as natural calamities or a drop in world prices. Money for the Fund came from a special price (higher than the world price) which the British taxpayer had been paying for Fiji's sugar for thirteen years. FR, 9 April 1960, p. 1.

32. NFE, 24 August 1960.

33. FR, 25 August 1960, p. 1.

even if it were an agreement it would only concern about 4,500 of the growers whose representatives had signed it, thus there was no agreement for the remaining 8,000 growers.³⁴ In answer to the Governor who had asked him to refrain from telling growers not to harvest their cane A.D. Patel said that if J.C. Potts and his officers, the Fiji Times, and the FBC were free to tell growers to harvest he should also be free to tell them not to harvest.³⁵

The Governor, however, agreed to make known to the CSR that Patel, Koya, and Bayly were anxious to meet the Company. But Potts refused to meet them. He alleged that the dispute was no longer 'contractual but political' as it was A.D. Patel who had been largely responsible for the terms of the 24 July agreement which he was now refusing to accept.³⁶ Convinced that it was impossible to reach an agreement with Potts, Patel and Koya intimated to the growers their intention of going to Sydney to see the CSR's directors. This plan was dropped a few days later when the Company announced the opening of its second mill at Naravai, Ba, on 1 September.³⁷

Regular week-end meetings in the sugar districts kept up the growers' fervour for the non-harvesting campaign. Their attitude was that if the Company was 'out for a showdown' as the current attitude of J.C. Potts suggested then 'let it not be forgotten that both sides can play the same game'.³⁸ A general feeling of discontent and frustration led political demands to be

34. Ibid.

35. Ibid.

36. FT, 27 August 1960, p. 1.

37. Jagriti, 24 August 1960, p. 3; FR, 22 September 1960, p. 2.

38. Editorial, ibid., 25 August 1960, p. 2.

merged with allegations against the government. In public meetings growers' leaders asked government not to favour the Company and to use the Stabilisation Fund money to compensate the farmers. Legislation was called for to give 'local self-government' as soon as possible and to introduce a majority of unofficial members in the Legislative Council.³⁹

There were also isolated incidents where violence was feared but nothing serious eventuated. Vijay R. Singh was assaulted in Labasa 'for signing the 24 July agreement'.⁴⁰ Two bus loads of Fijians were reported to have been brought to disrupt a growers' meeting at Ra.⁴¹ There were instances where cane of an 'unfriendly' neighbour or of an hostile party was deliberately burnt. In some places the harvesting and the non-harvesting growers burnt each other's crops. Between June and August fires reported to the Police had burned 12,289 tons of cane worth £36,867.⁴²

On 20 August a re-union of ex-servicemen was held in Suva for the first time in many years. The re-union was apparently called in response to the sugar deadlock. The President of the Ex-Servicemen's Association, Maurice Scott (who was also the Speaker of the Legislative Council), said they wanted law and order in the colony.⁴³ One newspaper claimed that the re-union expressed the ex-servicemen's deeply felt concern about the disaster that threatened the colony if Viti Levu cane growers continued their strike.⁴⁴

39. Jagriti, 27 August 1960, p. 7.

40. FE, 23 August 1960, p. 3.

41. S.M. Koya was physically challenged at this meeting by a part-European. Jagriti, 31 August 1960, p. 1.

42. Included in the total was 9,100 tons of the Company's cane worth £27,300. FE, 25 August 1960, p. 3.

43. NFE, 24 August 1960. The ex-servicemen were mainly Fijians and some Europeans but no Indians.

44. FE, 22 August 1960, p. 2.

Fijian leaders, like the Europeans, were concerned about the refusal of a majority of Indian cane farmers to harvest cane. In August the Fijian Council of Chiefs passed a resolution urging Government to take steps to end the strike 'at the earliest possible time'. The Fijian chiefs expressed concern with the 'plight' that faced the mill workers; the farmers whose sole means of subsistence was the sale of their cane; the Fijian landlords, who were threatened with the possibility of not receiving their rents; and the 'disaster to the colony in general'.⁴⁵ It was evident that farmers had already started suffering from the lack of cash. Mill workers, cane cutters, and many others were suffering adversely from the sugar deadlock. Trade slumped and the worst affected areas were the sugar districts. Normal turnover of some shops had been cut in half and a further reduction was imminent.⁴⁶

The government decided to take a more active role in the dispute. A government statement of 26 August said that a continuation of the deadlock could lead to 'disastrous possibilities'. Besides causing an economic disaster it could lead to 'further deterioration in race relations'.⁴⁷ Another government statement issued on the same day referring to suggestions made presumably by private persons said that it was impossible to nationalize the sugar industry and pay compensation to millers and growers. Further, it could not be declared an essential service for 'legal reasons'.

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45. NFE, 31 August 1960.

46. It was reported by mid-August that sales of capital goods and building materials had dropped to a mere trickle. No one appeared to have escaped the recession whether a hairdresser or a trading centre. FT, 19 August 1960, p. 3.

47. NFE, 31 August 1960.

It was pointed out that 84 per cent of the Labasa cane growers were already harvesting and that others should follow suit.⁴⁸

A day before the Ba Mill was due to open on 1 September, the Governor issued another more urgent appeal to the Viti Lava cane growers to cut their cane. He urged them to think of the good of the colony regardless of their personal feelings and to 'get on with the harvest at once'. Sir Kenneth went on to say that he well understood and respected the growers' wish for unity, but unity could not be obtained by demanding for too long 'what was clearly unobtainable'.⁴⁹ The Governor was saying the same thing which the CSR had said a month ago when it declared that it was not possible for it to make any further concessions than those already given in the 24 July agreement. The apparent banding together of the CSR and the government caused further discontent and disillusionment in the growers' camp.

To assure that intimidation did not prevent harvesting by willing farmers, the Governor made a Regulation under the Public Safety Ordinance. A meeting of cane growers was called at Ba by senior government officials to get farmers' view on the best methods of protecting those who wanted to harvest their crop. The Roko Tui, Ba, promised 1,000 Fijian special constables. However, farmers by an overwhelming majority said they did not want police protection.⁵⁰

The Ba Mill began crushing but few farmers were harvesting. Special constables were recruited to patrol in the cane areas. A number of motor vehicles and certain school buildings were also requisitioned by the govern-

48. *Ibid*: *FT*, 27 August 1960, pp. 1 and 5.

49. *Ibid*, 31 August 1960, p. 1; *NFE*, 31 August 1960.

50. *FT*, 1 September 1960, p. 1.

ment to help in the security operations. In the cane districts, especially where cane was being harvested, security forces patrolled day and night. This action was taken in response to the belief that 'a definite fear of victimisation' prevented harvesting on a wider scale.⁵¹ By early September there was still no sign that crushing would resume at the normal level. The mills at Lautoka and Ra were idle. The Ra Mill was crushing much below capacity. In Labasa the Vanua Levu Farmers' Union was still opposed to harvesting.

The striking growers led by A.D. Patel and S.M. Koya continued their attempts to reach a settlement regarding the method of harvesting cane. During 1 and 2 September two fresh proposals were offered to the Governor by these two leaders who were accompanied by S.B. Patel, on the growers' behalf.⁵² The first proposal was that cane farmers who did not accept the 24 July agreement should give their cane to the Fiji Government as a free gift. This proposal appeared to have been suggested by Mr Q.V.L. Weston, the District Commissioner, Western Division.⁵³ It was rejected by the government for 'legal and other reasons'.⁵⁴ The second proposal which seemed to have had the sanction of senior government officials was discussed on 2 September. It read:

In response to the appeal by the Governor and in order to save the national economy of the Colony, to

51. PIM, XXXI (1960), p. 69.

52. By the end of September Bayly had again withdrawn from the Federation Committee which was now led by A.D. Patel and S.M. Koya.

53. NFE, 7 September 1960; PR, 8 September 1960, p. 1 and ibid., 15 September 1960, p. 2. Another newspaper claimed that this proposal was suggested by S.M. Singh of Ba. EL, 5 September 1960, p. 1.

54. NFE, 7 September 1960.

preserve the public peace and to maintain unity among cane growers, we recommend that those farmers who have not accepted the July 24th Agreement should consent to abide by the decision of His Excellency the Governor in respect of the percentage of cane to be harvested from each of their farms on an acre basis during the present crushing season, provided that His Excellency the Governor shall determine the allocation of each farm on an equitable basis as between farmers, bearing in mind that it should be the aim that as far as possible no farmer's allotted area of cane is left unharvested.

We appreciate that in the event of hurricanes, floods, burnings, or other unforeseen circumstances the percentage determined by the Governor may not be able to be reached and that the Governor can only make a determination subject to acceptance by the Company.

The above represented the fading hopes of the frustrated farmers. The growers in this proposal had agreed to accept whatever percentage of cane the CSR decided to take but on an acreage basis. This was indeed a great concession. To offset the problem of extra tons of sugar which the Company could not dispose of the grower was offering the Company whatever minimum acreage of cane it wanted to take to be on the safe side. Even the agreed proportion of the acreage to be harvested could be further reduced in case of 'unforeseen circumstances'. The proposals embodied the growers' principles or what remained of them. The quota allotted to each farm was to be on an acreage as well as an 'equitable' basis. An assurance was sought that every farmer's allotted area of cane would be harvested. Since 24 July the growers' fight involved mainly the quest for a guarantee that if harvesting was to take place an equal proportion of each farmer's cane must be harvested. This was the extent of justice they sought; they did not get it.

The rejection of this last proposal (on the CSR's advice) could indeed be called a tragic event in the history of the dispute. The Governor while rejecting the proposal claimed that it would 'create disunity' and not only lead to further delay and controversy but to 'great practical difficulties'

later in the season.⁵⁵ The grounds for the rejection were not elaborated.

Failure of their latest proposal drove the growers from discontent to defiance. A farmers' meeting on 5 September passed a resolution giving the Governor three days to review the last two proposals submitted on 1 and 2 September. The resolution carried a rider that if government did not review the proposals the farmers would burn their cane.⁵⁶ For the majority of the growers who were not yet harvesting this was a sad state of affairs. Many had never contemplated reaching this stage; perhaps not even their leaders. A.D. Patel told a meeting of growers that there were three alternatives left: either be 'slaves of the CSR', build their own mills, or forget about the standing cane and by sacrificing it safeguard the future of their coming generations.⁵⁷ By resolving to burn their cane the last of these three alternatives was accepted.

The Government deplored the resolution to burn the cane and pointed out the legal restrictions on burning. A.D. Patel, on behalf of the Federation Committee, sent a telegram to the British Secretary of State for the Colonies, Ian Macleod, notifying him of the proposal to burn the cane lawfully if no amicable settlement was reached within three days.⁵⁸ Macleod deprecated the suggestion to burn the cane and asked Patel 'to come to terms with the Company' for that season's crop.⁵⁹ The Governor in a special

55. Ibid.

56. ET, 6 September 1960, p. 3.

57. Patel said, 'If we have any dignity or self-respect we should show the CSR that Indian blood runs in our veins.' Jagriti, 7 September 1960, p. 1.

58. NFF, 14 September 1960.

59. Ibid.

broadcast to cane growers urged them to commence harvesting. He further warned that the burning of cane would 'create bitterness that would last for years'.⁶⁰ On 9 and 10 September the CSR's last two mills at Penang and Lautoka began crushing on a limited scale.

In the meantime the visit of the Under-Secretary of State for the Colonies, Mr Julian Amery, was announced on 7 September. Patel and Koya wasted little time in telling the growers that the dispute had expedited Amery's visit to the colony.⁶¹ This belief was nurtured by farmers and their leaders even though it was later refuted by Amery and the Fiji government.⁶² The growers believed their leaders. They had lost almost all faith in the government and the CSR. They waited now for Amery who was coming direct from London. They believed, or were led to believe, that the British Government had finally answered their call for justice. Amery's name soon became a household word in Fiji's sugar circles among strikers and non-strikers alike. The announcement of his visit gave new hope to the farmers. Till his arrival the strikers lived largely on hope. They waited for another five weeks; some patiently and others impatiently. Five weeks seemed like five months almost.

During this long wait a controversy raged as to the exact purpose of Amery's visit. Patel and Koya contended he had come to investigate the sugar dispute; government and almost all Indian, Fijian, and European MLC's refuted this claim.

60. FL, 8 September 1960, p. 1.

61. FL, 22 September 1960, p. 1; Jagriti, 21 September 1960, p. 1.

62. Amery sent a cable to deny that he was going to Fiji to investigate the dispute. He said his visit was arranged long beforehand and was purely routine. FL, 19 September 1960, p. 3.

There were no more fresh proposals to offer to the Company. The growers' leaders, A.D. Patel and S.M. Koya, were condemned by all MLC's. H.B. Gibson, senior European elected MLC, declared that 'twelve evil men' (he did not name them) were trying to run the colony and efforts should be made to get rid of them.⁶³ R.G. Kermode (who was the Company's counsel) claimed that the growers were 'pawns in a political battle' for leadership and domination in the Indian community.⁶⁴ B.D. Lakshman accused A.D. Patel and S.B. Patel of working for sectional interests. Vijay R. Singh accused A.D. Patel of using 'delaying tactics' to cause the current deadlock. Singh blamed Patel for aggravating race relations in Fiji. A.I.N. Deeki accused Patel of 'jeopardising the future of lots of Indian people' who had made Fiji their home.⁶⁵ Fijian MLC's also joined in the attack. Ravuana Vunivalu suggested that the 'so-called leaders' be sent back where they came from 'lock, stock, and barrel'.⁶⁶ On 2 October the Legislative Council passed a motion to set up a commission of inquiry to report on the sugar industry and make recommendations.

The growers were not slow to act against the allegations of the MLC's. Motions of no-confidence were passed in B.D. Lakshman, Vijay R. Singh, and A.I.N. Deeki at growers' meetings.⁶⁸ A.D. Patel had certainly won the Indian farmers' support by a large majority. He said to a meeting of farmers on 8 October that 11,000 out of 12,500 cane growers were still not harvesting. He castigated the Indian MLC's for showing 'their weakness' in the Legislative Council.⁶⁹ Both Patel and Koya opposed the setting up of a

63. FLCP, 27 September 1960.

64. Ibid., 2 October 1960.

65. Ibid.

66. Ibid.

67. Ibid.

68. FR, 13 October 1960, p.7; Jagriti, 12 October 1960, p. 1.

69. Ibid.

commission of inquiry. The Fijian MLC's came under criticism from an unexpected quarter, the Methodist Church. A Church newspaper referring to 'the scarcely veiled threats of Fijian speakers in the Legco about a return to club law' said they were 'in the best traditions of Stalin and Krushchev (sic) - when your neighbour stands up for his rights and what he considers his interests, bash his brains out'.⁷⁰ Many of the growers were confused as to what to do. Some were willing to follow Patel and Koya all the way. Many others awaited Amery's arrival.

The Under-Secretary came but not to investigate the sugar dispute. After spending a few days in Fiji he met Patel and Koya on Saturday morning 15 October. That afternoon Patel and Koya addressed a mass meeting of cane growers. A resolution was approved that farmers should cut that year's cane under protest but afterwards the ratoons should be ploughed in and no further crops planted until a long term agreement was reached with the CSR. The strike ended. Koya stated that Amery had told them to present their case to the commission of inquiry which was to be appointed. In the interim Amery's advice was to start harvesting and plant new cane. However, Amery's meeting with Patel and Koya resulted only in bringing the harvesting back to normal; nothing else was achieved.

The growers registered their opposition to the 24 July agreement in so far as it related to a fixed closing date for mills and the tonnage basis for harvesting in the second round. Resolutions were passed condemning the Kisan Sangh and the Labasa Kisan Sangh representatives for breaking away from the Federation Committee, the CSR for enforcing the 'arrangement of 24 July'

70. FL, September 1960, p. 3.

on the farmers against their free will, and the government for subjecting the cane farmers to the 'outrages' committed by special constables and military personnel.⁷¹

Some other resolutions were also passed but most of the audience, disillusioned by the outcome of their leaders' meeting with Amery, had already left for home to prepare for harvesting under the 24 July terms. It was obvious that the Company had remained unsubdued.

Throughout the long winter the growers' quest for a guarantee that a given acreage of their standing cane should be harvested was unsuccessful. After 24 July the CSR representatives did not sit with the growers' leaders around a table. Faced with a choice between the two the government elected to side with the foreign-owned sugar monopolist.

71. NFT, 19 October 1960; FR, 20 October 1960, pp. 1-2.

EPILOGUE

The long standing struggles have shown who are the farmers' real friends and who will stand with them to the last, and who come only for platform and name.

Editorial, FE, 27 October 1960.

The sugar dispute enabled us to know and to recognize some, at least, of our enemies and the tactics which they employ.

J.N. Falvey, European MLC, MPF, 14 December 1960.

Harvesting resumed on a normal scale after 15 October according to the terms of the 24 July agreement. Both the government and the CSR urged the farmers to plant new cane and not to plough down the ratoons of the harvested crop. The Company gave an undertaking that during the 1961 crushing season it would purchase - with the usual proviso that the cane be fit for manufacture - all ratoon cane available, all stand-over cane not harvested during the 1960 crushing season, and 150,000 tons of 'plant cane' from plantings made before the end of December 1960.¹ The purchase was subject to an agreement being made regarding the price and other conditions. Most of the growers were prepared to accept the Company's offer and practically none of them ploughed down their ratoons or refused to plant new cane.

Once the harvesting was under way the CSR agreed to meet the representatives of the Kisan Sangh, the Labasa Kisan Sangh, and the three Fijian Growers' Associations on 27 November and the leaders of the striking group three days later to discuss an interim agreement to cover the 1961 cane crop. In December the Governor appointed the Fiji Sugar Inquiry Commission before which representatives of growers' associations and the miller gave evidence.

¹. A pamphlet issued by the CSR on 22 November 1960. FE.

The Commission's report was not issued until July 1961.

Meanwhile, an interim agreement was signed between all growers' associations and the CSR on 26 March 1961.² In signing this agreement on behalf of the Maha Sangh, the Vishal Sangh, and five newly-formed minor associations, A.D. Patel had given in to some of the CSR's terms and conditions against which he had campaigned in the previous year. Money from burnt-cane deductions was to be divided equally between the Company and the growers.³ A date was fixed for mill closing i.e. 15 January 1962.⁴ The price of cane was to be finally adjusted according to the recommendations of the Sugar Inquiry Commission.⁵ The Commission which was apposed by the growers, was now to be accepted. However, the Company agreed to purchase all sound cane available from the growers' farms which was planted before the end of December 1960. This was no major concession to the growers as the cane available for 1961 was much less than what it might have been due largely to the delay in planting new cane in the previous year.

Nobody gained from the dispute. The growers' loss was estimated to be between £850,000 and £900,000 and the miller's nearly £600,000.⁶ The total loss to the colony was estimated to be about £2½ million.⁷ Sugar production and the export revenue from sugar exports was drastically affected as shown in the following table.⁸

2. Memorandum for the Sale and Purchase of Sugar Cane for 1961 Season, 26 March 1961, PP.

3. Clause 4, ibid.

4. Clause 8, ibid.

5. Clause 10, ibid.

6. C.P. 20.61, p. 10.

7. Judy Tudor (ed.), Pacific Islands Yearbook and Who's Who, tenth ed. (Sydney, 1963), p. 257.

8. Compiled from: International Sugar Council, The World Sugar Economy Structure and Policies (2 vols., London, 1963), Vol. II, pp. 242-3; FIJI, Report of the Year 1963 (London, 1964), p. 29; FIJI Report of the Year 1961 (London 1962), p. 30; Judy Tudor, Pacific Islands Yearbook, p. 254.

	<u>Total Sugar Production</u>	<u>Export Revenue from Sugar</u>
	(Tons)	<u>Exported</u>
		(£)
1955	162,452	6,240,994
1956	140,139	5,011,235
1957	192,412	7,814,837
1958	207,257	7,252,431
1959	254,615	7,373,119
1960	163,358	8,705,656
1961	165,729	5,943,757
1962	252,506	8,322,218

Production fell in 1960 and 1961 and the export income from the relatively small amount of sugar sold in 1961 fetched only £5,943,757, almost 35 per cent less than in the previous year. The surplus stocks of sugar from 1959 had helped to offset the shortage that would have otherwise prevented the Company from fulfilling its export quotas in 1960. But in 1961 there was virtually no sugar available in the Company's stocks and cane production, hampered by the dispute, was barely enough to meet the export target. Thus, even if the CSR wanted, it could not have discriminated against the striking farmers in 1961 because firstly, they comprised more than half of the growers whose cane was necessary to enable the Company to meet its export quotas; and secondly, the striking growers' leaders reached an interim agreement with the CSR agreeing to some of its conditions.

The report of the Fiji Sugar Inquiry Commission was very much in favour of the miller.⁹ Cane was to be purchased from each grower on a tonnage basis; burnt cane deductions were to be shared equally between the miller

9. The report of the 1961 Fiji Sugar Inquiry Commission (or the Sve Report) has been issued as C.P. 20/61.

and the growers; 15 January was to be the mills' closing date; and from the total proceeds from sugar, 57.75 per cent was to go to the growers, and 12.25 per cent to the miller but only after the latter had deducted 30 percent of the total proceeds to cover its sugar making costs which included all of its expenses in manufacturing sugar including the cost of sugar storage, cane and sugar transport, and head offices' expenses.¹⁰ According to this price formula the C&R was guaranteed a profit each year regardless of a fall in the price of sugar. The Company could never lose as it deducted all its expenses from the sugar proceeds before the money ever reached the growers and then again it shared the remainder with the growers. Despite protests by the growers the commission's report was finally accepted when a majority of them signed its recommended contract which included the above terms.¹¹ The contract lasted from 1962 to 1969 and throughout these years it gave cause for much discontent among the growers who felt that the miller was getting far too great a share of the sugar proceeds. As they had feared, the growers found that a commission of inquiry's report was unfavourable to them. The dispute had not achieved anything - the lack of trust between the growers and the miller remained.¹² In the long run the miller secured a favourable contract based on the recommendations of the commission of inquiry.¹³

10. This is what the new price formula roughly meant given the hypothetical case of 204,000 tons of sugar production in a year. See C.P. 20/61, p. 32.

11. Annual Report of the Sugar Board for the Year Ending 31 December 1962, 31 January 1963.

12. Even as late as January 1970 Lord Denning noted, 'The lack of trust is there'. The Award of the Rt. Hon. Lord Denning in the FLJI Sugar Cane Contract Dispute 1969 (Suva, 1970), p. 4.

13. In January 1970 Lord Denning concluded that the miller has 'had a good innings over the last eight years. Events have tipped the scales in their /the miller's/ favour. They have not gone short. But the growers have'. Ibid., p. 39. See also ibid., pp. 5-16.

If the miller was happy the growers were not. The situation in the sugar industry was such that both sides mistrusted each other and by themselves could not reach agreement on many of the issues that had to be resolved in order to produce a satisfactory cane contract. The government seemed weak and favoured a commission. In such circumstances there was need for an internationally recognised arbitrator, respected by both sides and vested with wide powers, to arbitrate between them. The arbitrator's recommendations were to be binding on both sides. This was the solution applied on the expiry of the 1962-9 contract when both the miller and the grower agreed to accept the recommendations of an arbitration tribunal headed by Lord Denning, Britain's Master of Rolls.

The 1960 dispute proved that militancy was a profitable approach to elections. Patel's group transformed their Federation Committee (bereft of the Kisan Sangh and the Labasa Kisan Sangh representation) into a political body called the Federation Party. In the 1965 elections all three of the Federation's candidates won the election in the three sugar constituencies. Despite condemnation by the Legislative Council and leaders of Fijian and European communities, and criticism from the Eze Commission¹⁴ the victory of the Federation Party's candidates suggested that A.D. Patel had the confidence and support of a vast majority of the Indian cane farmers.

The growers once again learnt the terrible consequences of disunity among them and how it weakened their position in a struggle against the sugar milling company. The strong economic position of the CSR, bolstered by

14. 'His [A.D. Patel's] conduct has been so obviously against the interests of the growers as to lead us to advise them that his policies at that time should not have been followed'. C.P. 20/64, p. 9.

surplus stocks of sugar in 1960, enabled it to weigh down the farmers' resistance to harvesting. The Company did not learn anything new. Its belief that sugar troubles were largely due to the 'machinations of demagogues' remained unchanged.

Another feature of the 1960 dispute was that it showed the impotency of a colonial administration when called upon to tackle a crisis in a colonial society.

Yet the irony of the whole situation was that by the end of 1960 Fiji's total sugar export quota increased from 184,367 tons to 217,755 tons because of shortfalls by other Commonwealth producers.¹⁵ Thus if there had been no strike the CSR would have increased its total sugar production target from 199,000 tons to 232,755 tons with a consequent increase in the cane quota allotted to each cane farmer.

15. NFE, 30 November 1960.

APPENDIX I.AREAS OF CANE CULTIVATED 1925-44

Year	Total Area Cultivated	Company's Percentage	European Planters' Percentage	Indian and Fijian Tenants Percentage	Indian and Fijian Contractors Percentage
1925	64,963	52	7	10	31
1930	78,250	22	2	36	40
1935	87,738	5	1	52	42
1940	91,624	3	-	52	45
1952	101,526	3	-	49	48
1959	136,865	2	-	42	56
1960	126,776	2	-	42	56

Sources:

C.Y. Shephard, p.38;

K. Mohammed, p.65.

APPENDIX II

Ind. Form No.15.

MEMORANDUM OF AGREEMENT FOR THE SALE AND
PURCHASE OF SUGAR CANEMEMORANDUM OF AGREEMENT as between The Colonial Sugar Refining
Company Limited

(hereinafter called the Company) and _____, father's name

_____ (hereinafter called the Grower).

1. The Grower will sell and the Company will purchase sound sugar
cane grown and delivered under the following conditions:-

2. Land on which cane will be grown: _____

Area to be cultivated: _____ acres; Maximum area from which
cane will be purchased in any one year: _____ acres.

3. PERIOD OF UNDERTAKING shall commence at 1st June, 1950, and in no case shall it extend beyond the 31st day of May, 1960. In the case of Growers who are the Company's tenants the period of this Agreement shall be co-terminous with the tenure of their land as stated in the Memorandum of Conditions issued or to be issued to them, or shall terminate on the 31st day of May, 1960, whichever is the earlier. In all cases this undertaking is subject to the right of earlier determination by the Company: (a) in the event of Legislation being passed affecting this Contract or affecting the conditions under which the Company carries on its operations in any way; (b) at the end of any calendar year on notice given by the Company before the 31st day of December of the previous year of its intention to cease purchasing cane in the district supplying _____ Mill, provided that the Company will purchase first ratoons springing from plant crops planted prior to 31st August in the year in which the above notice is given.
4. VARIETIES to be grown must be approved by the Company, due regard being given to the suitability of the soil and resistance to disease.

5. PLANT CANE must have been planted before the 31st day of August in the preceding year.
6. CULTIVATION. Crops must be tended and harvested in a proper husbandlike manner and cane must be cut level with the ground.
7. DELIVERY to be given when and where directed by the Company on its main line at a convenient point nearest the aforesaid land loaded on trucks containing not less than thirty-six (36) hundredweights, or in punts containing not less than twenty (20) tons.
8. CONDITION. The cane must in the opinion of the Company based on analysis or test be fit for manufacture and free from tops and trash otherwise acceptance may be refused, provided, however, that acceptance of the cane shall not be unreasonably refused by the company.
9. WEIGHT OF CANE to be determined at _____ Mill in the usual way. The grower or his representative may be present at the weighing of his cane and check the weight recorded.
10. PRICE. (a) The average price to be paid for cane shall be determined in accordance with the scale hereinafter written, the number of tons of cane per ton of 94 NT sugar for the purpose of such determination to be found by dividing the season's total tonnage of cane crushed _____ Mill by the total tonnage of 94 NT sugar produced therefrom, prices intermediate to those set out in the scale to be arrived at by "pro rata" calculation.

Tons of cane required to make 1 ton 94 NT Sugar	Price of Cane per ton
8.29	12/10
7.65	14/-
7.10	15/2
6.63	16/4
6.22	17/6
5.85	18/8
5.53	19/10

The price to be paid on delivery for all cane accepted as fit for manufacture and crushed at _____ Mill shall be 14/6 per ton in the case of Badila and 13/6 per ton in the case of other varieties, provided that in the event of the present preferential tariff on Empire sugar being reduced or discontinued a proportionate reduction up to a maximum of 3/6 per ton may be made in the prices per ton shown in the above written scale. At the end of the season the

average value of all cane supplied to Mill shall be determined in accordance with the above scale and the difference between such price and the price paid on delivery shall be paid on all such cane.

Should the value so determined be less than the price paid on delivery the difference shall be deducted from the bonus hereinafter mentioned.

- (b) In the event of the average price received by the Company for 94 NT sugar manufactured during any one season exceeding eleven pounds (£11) Fiji currency, per ton f.o.b. value, a bonus will be paid. This shall be calculated in accordance with the rates shown hereunder for the respective portion of the proceeds in excess of eleven pounds per ton received for 94 NT sugar. Such proceeds per ton shall be determined by the Company having regard to the total value for sugar calculated to an f.o.b. basis plus value of exported molasses.

Where the Proceeds of 94 NT Sugar exceeds £11 per ton the rate of bonus per £1 over £11 shall be:

For the first £1 of excess	1/3
For the second £1 of excess	1/3
For the third £1 of excess	1/3
For the fourth £1 of excess	1/4
For the fifth £1 of excess	1/4
For the sixth £1 of excess	1/5
For the seventh £1 of excess	1/5
For the eighth £1 of excess	1/5
For the ninth £1 of excess	1/6
For the tenth £1 of excess	1/6
For the eleventh £1 of excess	1/6
For the twelfth £1 of excess	1/7
For the thirteenth £1 of excess	1/7
For the fourteenth £1 of excess	1/7
For the fifteenth £1 of excess	1/8
For the sixteenth £1 of excess	1/10
For the seventeenth £1 of excess	2/0
For the eighteenth £1 of excess	2/0
For every £1 of excess above £18 of excess	2/1

50% of the value of this bonus as estimated by the Company at the commencement of each crushing season shall be payable on delivery.

- (c) The total price of cane per ton as calculated above shall be increased at the rate of 1/100 (one per centum) per 5000 tons by which the total production of 94 NT sugar from the Company's mills in Fiji shall rise above 120,000 tons in any one season but such increase shall not exceed a maximum of 4/100 (four per centum) in any circumstances.

11. ALL CANE BURNED with or without permission shall be subject to a deduction of one shilling and sixpence per ton, and the total amount so deducted shall be distributed at the end of the season amongst all growers who supplied cane to
----- Mill pro rata to the tonnage of cane supplied.
12. RIGHT OF WAY to be given when required by the Company for removal of crops grown on neighbouring areas.
13. ADVANCES. All advances on crops made by the Company to the grower are to be a first charge on payment made for cane.
14. If the present conditions of transporting cane to the Mill be varied by legislation or Government regulations or by the action of any public authority so that the cost of conveying cane to the mill is increased to the Company any loss so resulting may be paid by the Company and in such case shall be borne by the grower and may be deducted from the proceeds of the cane delivered by him.
15. Should the mill at which the cane is to be crushed or other Company's buildings, machinery, or plant be disabled by hurricane, fire, flood, explosion or other accident or the work thereof be stopped or delayed by strike or delay be occasioned by the non-arrival of sugar-sacks, coal or other essential stores and material due to causes outside the Company's control, the Company shall not be responsible for any loss thereby accruing to the grower consequent on the temporary interruption of the work, provided, however, that in the event of a strike any cane which has been cut by the direction of the Company before notice to cease harvesting has been given will be accepted by the Company.
16. Technical control and methods of manufacture must be entirely in the Company's hands. If, due to exceptional circumstances beyond the control of the Company, the overall results will be adversely affected, the growers shall be immediately informed.
17. The value of any cane left undistributed at the end of the crushing season shall be distributed pro rata amongst all the growers supplying cane to ----- Mill.
18. This agreement to sell and to purchase cane under the foregoing conditions shall not apply unless accepted by the majority of growers supplying cane to the Company's Mills.

Dated at ----- Mill, this ----- day of

----- 19 -----

Manager

THE COLONIAL SUGAR REFINING CO., LIMITED

Date _ _ _ _ _ 19 _ _ _ I accept _ _ _ _ _
 Grower's Signature or left thumb
 mark.

Witness _ _ _ _ _

I CERTIFY that the above Agreement to sell and purchase cane
 was read and explained by me to _ _ _ _ _ who appeared
 to understand the same fully and who signed the above acceptance
 in my presence.

Date _ _ _ _ _ 19 _ _ _ _ _

Source: A copy of this Agreement was made
 available by Mr. Freeman of the
 South Pacific Sugar Mills Ltd., Ba.

APPENDIX III

Third Draft Contract prepared by Draft Committee (A.D. Patel, S.M. Koya, J.P. Bayly, Vijay R. Singh) appointed by various Farmers' Associations at a meeting held on 3/5/59.

MEMORANDUM OF AGREEMENT FOR THE SALE AND PURCHASE OF CANE

Memorandum of Agreement as between the Colonial Sugar Refining Company Limited (hereafter called the Company) andF/M together with his heirs and assigns (hereafter called 'the grower') whereby it is agreed as follows:

1. The grower will sell and deliver and the Company will purchase and accept delivery of sound cane on the terms and conditions set hereunder.
2. The grower shall cultivate and maintain for the growth of sugar cane an area of acres (hereafter called the 'said land') owned, leased or legally occupied by him and being the land known as
3. This Agreement shall commence on 1/6/60 on the commencement of the 1960 crushing season whichever first happens and shall continue thereafter for a period of ten years unless determined earlier as here provided - vis:
 - (a) Should any law or regulation or any local authority come into force which affects the Company's operation or should the Company decide to discontinue operations at the mill it shall be at liberty to terminate this agreement at the end of any calendar year on giving to the Grower not less than 24 months previous notice of termination Provided that in any such case the Company may be required to purchase first ratoons springing from cane planted in accordance with this Agreement prior to 31st day of August, in the year in which such notice is given.
 - (b) In the event of a grower committing a breach of this agreement and failing to remedy such breach within 30 days after the notice in writing requiring him so to do the Company may terminate this agreement summarily.
4. The sugar cane to be planted by the Grower under clause 2 hereof shall be free from disease and shall be one of the varieties approved by the Company.
5. The Grower shall tend and harvest cane crops in a proper and workman like manner in accordance with the requirements of good husbandry. Cane shall be cut level with the ground.

6. Delivery to be given and where directed by the Company during the crushing season on its main line at a convenient point nearest to the aforesaid land.
7. That the Company shall supply free of charge to the Grower sufficient portable lines and trucks in fair order and conditions for the removal of cane from the field to the main line. This clause shall not apply to those fields which were supplying sugar cane to the Company by lorry transport during the year 1959.
8. Cane delivered under this Contract shall be free from extraneous matter including tops, trash, side shoots, suckers, roots, rotten cane weeds, dirt and stones.
9. The weight of cane delivered by the Grower and accepted by the Company shall be determined by weighing at a weighbridge approved by the Company and the grower. The Grower or his representative shall have the right to be present at each weighing of the grower's cane for the purpose of checking weights and weighbridge. Trucks shall remain stationary and unhooked while they are being weighed.
10. It shall be the duty of the Company to see all trucks are correctly placed upon the weighbridge and that the buffers are not riding and the couplings are slack. Weight slips shall be issued by the Company countersigned by the Grower's representative at the weighbridge and shall be delivered to the Grower at a reasonable time before cane payment is made.
11. The Grower or his authorized representative shall be at liberty to inspect and examine the weighing machine at reasonable intervals during each crushing season.
12. The Company shall extract the maximum quantity of sugar extractable from all sugar cane crushed at the mill.
13. The price of sugar cane per ton shall be delivered by dividing 70 per cent of the total F.O.B. value of all sugar, molasses, and other valuable by-products produced during the crushing season by the total tonnage of sugar cane actually crushed or produced.
14. PAYMENT: The price shall be paid in the following manner:
 - a). 75 per cent of the price shall be paid to the grower within 30 days of the delivery of the cane.
 - b). 15 per cent of the price shall be paid to the Grower within a fortnight after the closing of the crushing season.
 - c). 10 per cent of the price shall be paid by 30th April following the end of the crushing season.

15. ACCOUNTS: At or before the final payment the Company shall furnish to the Grower or his representative a true and accurate statement of account showing how the price (documentary or otherwise) of cane has been determined and in addition the Company shall make available to the Grower or his representative full information of the quantity and price of sugar, molasses, and other by-products sold by the Company from time to time.
16. The Company shall use its best endeavour to sell all sugar, molasses, and other by-products at the best prices available.
17. BURNT CANE: All cane burnt with or without the Company's permission shall be subject to a deduction of one shilling and sixpence per ton and the total amount so deducted shall be distributed at the end of the crushing season amongst all growers who supplied cane to the Company pro rata to the tonnage of cane supplied.
18. Right of way to be given when required by the Company for removal of crops grown on neighbouring areas.
19. All advances on crops made by the Company to the Grower are to be the first charge on payment made for cane.
20. Should the mill at which the cane is to be harvested or other Company's buildings, machinery, or plant be disabled by hurricane, fire, flood, explosives or other accident or the work thereof be stopped or delay be occasioned by non arrival of sugar sacks, coal or other essential stores and material due to causes outside the Company's control, the Company shall not be responsible for the loss thereby accruing to the Grower or consequent upon the temporary interruption of the work, provided, moreover, in the event of temporary disruption by causes unforeseen any cane cut with the permission of the Company shall be accepted by the Company.
21. Technical control and methods of manufacturing must be entirely in the Company's hands. If due to exceptional circumstances beyond the Company's control the overall result be adversely affected the Grower shall be immediately informed.
22. The value of any cane crushed during the season but unclaimed by the Grower within 30 days from the finish of crushing shall be distributed at the time of making final payment for cane amongst all growers who supplied cane to the mill at which such unclaimed cane was to be crushed pro rata to the total tonnage of cane supplied by each grower.

Note: This draft presented to the delegates of the Associations for their ratification. S.M. Koya (signed), 21/9/59.

Source: Kisan Sangh files, 1959.

APPENDIX IVOUTCOME OF MEETING 24th JULY, 1960

1. Arrangements made in connexion with quotas, price and other matters are of an ad hoc nature and apply only to 1960 harvest. Neither party shall be deemed to have committed itself to any proposals or stipulations of the other party in respect of 1961 or any future crop.
2. The objective is to harvest sufficient cane to produce quota level production of 199,000 tons sugar which on an appraisal made at the time of the preparation of the Company's annual report was expected to require about 80% of the crop.
3. With the object of achieving equality of advantage to each grower it is agreed that one half of the area of the standing cane on each farm will be harvested in the first round, each grower being entitled to designate the half area he wished to have harvested and defined on the ground by the gang committee and sirdar. In the second round the balance of the quantity of cane to be supplied will be on a tonnage basis related to the production of quota level sugar and the tonnage for each farm will be calculated in proportion to the tons already harvested in the first round.
4. If the grower has not had his allotted second round tonnage of cane harvested before the date of finishing of crushing the quantity short harvested shall be added to the individual grower's quota tonnage for 1961.
5. The burnt cane deduction of 1/6 per ton is to be formed into a special fund to cover losses to the growers arising out of strikes mentioned below. If, after meeting such losses, there is any surplus, such surplus is to be divided equally between the Company and the growers. Likewise if there is a deficit, the Company and the growers are to make up such deficit in equal shares. If there is a strike - i.e. strike by the Mill employees without sufficient notice to enable the Company to give notice to cease harvesting and there is cane harvested and not crushed as the result of such strike, farmers suffering any loss are to be paid out of the special fund created by the deductions out of burnt cane - see above.

6. Payment for stand-over crops not fit for manufacture will be the first item for discussion in the negotiations for the 1961 contract.
7. In planning to achieve the objective of producing quota level sugar the Company states that the mills will not continue to crush after 199,000 tons of sugar have been made or beyond 22nd January at any mill, whichever is the sooner. If the mills start crushing immediately and there are no undue interruptions and the mills have a full supply of fresh sound clean cane it is expected that every grower's quota of cane will be harvested.
8. Except for the ad hoc arrangements stated above the conditions of the recently expired agreement for the purchase and sale of sugar cane shall obtain.
9. Both sides recognise the urgency of starting negotiations for the sale and purchase of future cane and consider it desirable to commence such negotiations so that an agreement is reached for sale and purchase of 1960 crops. The Company may fix the date for such negotiations after the start of the 1960 crush.

SGD.

J.C. Potts	- Chief Manager in Fiji C.S.R. Ltd. 24th July, 1960.
J.P. Bayly	- President Kisan Sangh
Vijay R. Singh	- President Labasa Kisan Sangh
Isikeli Nadalo	- Sec. Nadroga Fijian C.G. Ass.
Malele Dakui	- " Ra Fijian C.G. Ass.
M. Latianara	- President Ba Fijian Cane Growers. Ass.

Source: Kisan Sangh files, 1960.

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- II Primary Sources : Manuscript and Typescript
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- IV Newspapers
- V Secondary Sources
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