

**THE OFFICIAL GAZETTE 29TH JUNE, 1991  
LEGAL SUPPLEMENT - B**

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GUYANA

No. 42 of 1991

**ORDER**

Made Under

**THE PUBLIC CORPORATIONS ACT 1988**

(No. 21 of 1988)

**IN EXERCISE OF THE POWERS CONFERRED UPON ME BY SECTIONS 8 AND 11 OF THE PUBLIC CORPORATIONS ACT 1988, AS APPLIED TO THE DEMERARA WOODS LIMITED UNDER SECTION 66 OF THAT ACT, I HEREBY MAKE THE FOLLOWING ORDER:—**

1. This Order may be cited as the Demerara Woods Limited (Transfer of Assets and Liabilities) Order 1991 and shall come into operation on 28th June, 1991.

Citation  
and  
commence-  
ment

2. In this Order—

Inter-  
Pretation

Cap. 89:01

- (a) "Agreement" means the agreement made on 16th February, 1991 between the Government, the Company, Timber Holdings Inc. and the Purchaser;
- (b) "appointed day" means the day on which this Order comes into operation;
- (c) "Company" means the Demerara Woods Limited, being a company incorporated in Guyana under the Companies Act, having its registered office at 1 Water Street and Battery Road, Kingston, Georgetown, Guyana, and wholly owned by the Government;

Cap. 89:01

- (d) "Purchaser" means the Demerara Timbers Limited, being a company incorporated in Guyana under the Companies Act, and having its registered office at 62 Hadfield and Cross Streets, Georgetown, Guyana.

Transfer of assets.

3. (1) Pursuant to the Agreement and subject to the representations, warranties, covenants and terms and conditions specified therein, the undertaking of the Company and all the assets (including rights and interests) thereof are, as from the appointed day, transferred to and shall vest in the Purchaser.

(2) The assets (including rights and interests) referred to in paragraph (1) shall mean —

Schedule 1

- (i) the lands, wharf, buildings and other constructions and erections, including the infrastructure and other improvements on the land of Mabura Township, described in Schedule I;
- (ii) furniture and equipment, plant, machinery, motor and other vehicles, chattels and effects specified in the inventory referred to in paragraph 1.1 (iii) of Article I of the Agreement;
- (iii) without prejudice to the provisions of clause (ii) above, the inventory and stock of the Company, including all timber and wood inventories, supplies, spare parts and other inventories of the Company, possession of which has already been given to the Purchaser under Article X of the Agreement;
- (iv) the accounts receivable of the Company, all cash and cash equivalents of the Company and all deposits of the Company;

- (v) the goodwill of the business of saw-millers, lumber dealers and timber exporters carried on by the Company prior to the date of the Agreement;
- (vi) books and records of the Company, in so far as they are relevant for the carrying on by the Purchaser of the undertaking transferred to it or relate to the title to the assets, or to the liabilities transferred to the Purchaser;
- (vii) the benefits under subsisting contracts, engagements and orders, if any, in respect of the undertaking of the Company transferred to the Purchaser, and set forth in Exhibit 1 to the Agreement;
- (viii) the rights under permits, licenses and other similar authorisations granted or issued to the Company by the Minister or any other statutory authority, in so far and to the extent to which they are transferable; and
- (ix) all other assets owned by the Company.

(3) The possession of the items of property mentioned in paragraph (2) (i), (ii) and (ix) have already been given to the Purchaser pursuant to Article X of the Agreement.

4. (1) The liabilities of the Company referred to in paragraph (2) are hereby transferred to the Purchaser and shall be discharged by, and be enforceable against, the Purchaser as if the said liabilities had been incurred by the Purchaser.

Transfer of liabilities.

(2) the liabilities referred to in paragraph (1) are —

- (i) the following liabilities, being trade payables, —
  - (a) those amounts due from the Company to the creditors in Guyana dollars, with respect to which details have been furnished to the Purchaser separately by the Company;
  - (b) amounts due from the Company to the persons mentioned in Schedule II, in a currency other than Guyana dollars, details of which have been furnished to the Purchaser separately by the Company;

Schedule II

- (ii) all liabilities of the Company in respect of benefits, including but without limiting to, severance benefits, pension benefits, and accrued vacation benefits, of the employees of the Company whose employments are terminated by clause 5;
- (iii) all the liabilities of the Company in respect of pension benefits payable to employees of the company who retired from that employment on or before the appointed day;
- (iv) those liabilities and obligations of the Company under any subsisting contracts, engagements or orders in respect of the undertaking of the Company transferred to the Purchaser and specified in Exhibit I to the Agreement.

(3) All the liabilities incurred by the Company and subsisting immediately before the appointed day, other than those referred to in the preceding paragraphs, are hereby transferred to the State and all such liabilities shall be discharged by, and be enforceable against, the State as if the said liabilities had been incurred by the State.

Termination of employment of employees.

5. The employment of all persons employed by the Company immediately before the date of the Agreement, and who are deemed to be employees of the Company, under Article X of the Agreement, during the period beginning with that date and ending with the date of this Order, is hereby terminated.

Enforceability of deeds, etc.

6. (1) All deeds, bonds, instruments or other documents which were subsisting immediately before the appointed day, and relating to any assets or liabilities of the Company transferred to the Purchaser, shall be of full force and effect against or in favour of the Purchaser and be enforceable as fully and effectually as if, instead of the Company, the Purchaser had been named therein or had been a party thereto.

(2) All deeds, bonds, instruments or other documents which were subsisting immediately before the appointed day, and relating to any liabilities of the Company transferred to the State, shall be of full force and effect against or in favour of the State and be enforceable as fully and effectually as if, instead of the Company, the State had been named therein or had been a party thereto.

Pending legal proceedings.

7. All actions or other proceedings commenced before the appointed day, for the enforcement of any rights or liabilities which are transferred to the Purchaser hereunder, and to which the Company is a party may be continued by or against the Pur-

SCHEDULE II

cl. 4

TRADE PAYABLES, PAYABLE IN FOREIGN CURRENCY,  
TRANSFERRED TO PURCHASER

Trade payables due from the Company to the following creditors —

- (1) Berisford Mocatta
- (2) David Roberts & Sons Ltd.
- (3) Miami International
- (4) Mouchel
- (5) Neville Crosby
- (6) Opold Systems Int.
- (7) Philary Int.

Made this 28th day of June, 1991.

*H. D. Hoyte,*  
President.