

SECOND PARLIAMENT OF GUYANA

FOURTH SESSION

1972

MINUTES of the Proceedings of the 21st Sitting of the National Assembly under the Constitution of Guyana, held in the Parliament Chamber at the Public Buildings, Georgetown, Demerara,

AT 2.00 P.M.

ON

THURSDAY, 28TH DECEMBER, 1972

MEMBERS OF THE NATIONAL ASSEMBLY

Speaker

His Honour the Speaker, Mr. Sase Narain, J.P.

Members of the Government - People's National Congress (37)

Elected Ministers (12)

The Honourable L.F.S. Burnham, S.C., Prime Minister (Absent)
Dr. the Honourable P.A. Reid, Deputy Prime Minister and Minister of National Development and Agriculture (Absent)
The Honourable M. Kasim, A.A., Minister of State for Agriculture
The Honourable H.D. Hoyte, S.C., Minister of Works and Communications
The Honourable W.G. Carrington, Minister of Labour and Social Security
The Honourable Miss S.M. Field-Ridley, Minister of Information, Culture and Youth (Absent)
The Honourable B. Ramsaroop, Minister without Portfolio and Leader of the House
The Honourable D.A. Singh, Minister of Health
The Honourable D.E. Clarke, Minister of Home Affairs
The Honourable C.V. Mingo, Minister of State for the Public Service
The Honourable W. Haynes, Minister of Co-operatives and Community Development
The Honourable A. Salim, Minister of Local Government

Appointed Ministers (7)

The Honourable S.S. Ramphal, S.C., Minister of Foreign Affairs and Attorney-General (Absent)
The Honourable H. Green, Minister of Public Affairs (Absent)
The Honourable H.D. Jack, Minister of Mines and Forests
The Honourable Miss C.L. Baird, Minister of Education (Absent)
The Honourable F.E. Hope, Minister of Finance and Trade
Dr. the Honourable K.F.S. King, Minister of Economic Development
The Honourable S.S. Naraine, A.A., Minister of Housing and Reconstruction

SECOND PARLIAMENT OF GUYANA

FOURTH SESSION

1972

MINUTES of the Proceedings of the 21st Sitting of the National Assembly under the Constitution of Guyana, held in the Parliament Chamber at the Public Buildings, Georgetown, Demerara,

AT 2.00 P.M.

ON

THURSDAY, 28TH DECEMBER, 1972

MEMBERS OF THE NATIONAL ASSEMBLY

Speaker

His Honour the Speaker, Mr. Sase Narain, J.P.

Members of the Government - People's National Congress (37)

Elected Ministers (12)

The Honourable L.F.S. Burnham, S.C., Prime Minister (Absent)
Dr. the Honourable P.A. Reid, Deputy Prime Minister and Minister of National Development and Agriculture (Absent)
The Honourable M. Kasim, A.A., Minister of State for Agriculture
The Honourable H.D. Hoyte, S.C., Minister of Works and Communications
The Honourable W.G. Carrington, Minister of Labour and Social Security
The Honourable Miss S.M. Field-Ridley, Minister of Information, Culture and Youth (Absent)
The Honourable B. Ramsaroop, Minister without Portfolio and Leader of the House
The Honourable D.A. Singh, Minister of Health
The Honourable O.E. Clarke, Minister of Home Affairs
The Honourable C.V. Mingo, Minister of State for the Public Service
The Honourable W. Haynes, Minister of Co-operatives and Community Development
The Honourable A. Salim, Minister of Local Government

Appointed Ministers (7)

The Honourable S.S. Ramphal, S.C., Minister of Foreign Affairs and Attorney-General (Absent)
The Honourable H. Green, Minister of Public Affairs (Absent)
The Honourable H.O. Jack, Minister of Mines and Forests
The Honourable Miss C.L. Baird, Minister of Education (Absent)
The Honourable F.E. Hope, Minister of Finance and Trade
Dr. the Honourable K.F.S. King, Minister of Economic Development
The Honourable S.S. Naraine, A.A., Minister of Housing and Reconstruction

Parliamentary Secretaries (4)

- Mr. J.G. Joaquin, J.P., Parliamentary Secretary, Ministry of Finance and Trade
 Mr. P. Duncan, J.P., Parliamentary Secretary, Ministry of National Development and Agriculture
 Mr. J.R. Thomas, Parliamentary Secretary, Ministry of Information, Culture and Youth
 Mr. C.E. Wrights, J.P., Parliamentary Secretary, Ministry of Works and Communications

Other Members (14)

- Mr. J.N. Aaron
 Miss M.M. Ackman, Government Whip
 Mr. K. Bancroft
 Mr. N.J. Bissember
 Mr. J. Budhoo, J.P.
 Mr. L.I. Chan-A-Sue
 Mr. E.F. Correia
 Mr. M. Corrica
 Mr. E.H.A. Fowler
 Mr. R.J. Jordan
 Mr. S.M. Saffee
 Mr. R.C. Van Sluytman
 Mr. M. Zaheeruddeen, J.P.
 Mrs. L.E. Willems

Members of the Opposition (23)People's Progressive Party (17)

- Dr. C.B. Jagan, Leader of the Opposition
 Mr. Ram Karran
 Mr. R. Chandisingh
 Dr. F.H.W. Ramsahoye, S.C.
 Mr. D.C. Jagan, J.P., Deputy Speaker
 Mr. E.M.G. Wilson
 Mr. A.M. Hamid, J.P., Opposition Whip
 Mr. G.H. Lall, J.P.
 Mr. M.Y. Ally
 Mr. Reepu Daman Persaud, J.P. ✓
 Mr. E.M. Stoby, J.P.
 Mr. R. Ally
 Mr. Balchand Persaud
 Mr. Bholā Persaud
 Mr. I.R. Remington, J.P.
 Mr. L.A. Durant
 Mr. V. Teekah

United Force (3)

- Mr. M.F. Singh
 Mrs. E. DaSilva
 Mr. J.A. Sutton

Independents (3)

- Mr. R.E. Cheeks
 Mr. E.L. Ambrose
 Mrs. L.M. Branco

OFFICERS

- Mr. F.A. Narain, Clerk of the National Assembly
 Mr. M.B. Henry, Deputy Clerk of the National Assembly

PRAYERS

The Clerk read Prayers.

ANNOUNCEMENTS BY THE SPEAKERDeath of the father of Miss M.C. Allicock, Official Reporter

His Honour the Speaker informed the Assembly of the death of the father of Miss M.C. Allicock, Official Reporter, and extended to her the condolences of Members and himself.

PRESENTATION OF PAPERS AND REPORTS, ETC.

By the Minister of Finance and Trade:

Amendatory Agreement No. 1 between the Govern-
ment of Guyana and the United States of
America for A.I.D. Loan No. 504-L-007 Water
Supply Improvement. (Dated - October 3, 1972)
(G: 304 V/58 VI)(Circulated)

PUBLIC BUSINESSMOTIONMOTION TO APPROVE THE ESTIMATES OF EXPENDITURE FOR 1973

Assembly resolved itself into Committee of Supply to resume consideration of the Estimates of Expenditure for the financial year 1973, totalling \$277,712,944. (See Appendix to Minutes of the 7th of December, 1972).

In Committee of Supply

HEAD 59 - MINISTRY OF HOUSING AND RECONSTRUCTION was passed as printed at ...	\$ 1,464,045
HEAD 60 - MINISTRY OF HOUSING AND RECONSTRUCTION - TOWN AND COUNTRY PLANNING - was passed as printed at ...	\$ 206,187
DIVISION XXV - MINISTRY OF HOUSING AND RECONSTRUCTION was passed as printed at ...	\$ 4,075,000

At this stage consideration of the Estimates was suspended to enable the Assembly to proceed with the motion to authorise the Government to enter into a Host Country Guarantee Agreement.

Assembly resumed.ITEM 2 MOTION TO AUTHORISE THE GOVERNMENT TO ENTER INTO A HOST COUNTRY AGREEMENT

The Minister of Finance and Trade moved the following motion:

WHEREAS Resolution No. XXIV passed by the National

International Development (A.I.D.) for guaranteeing payments to A.I.D. of any amounts which A.I.D. may have had to make under and by virtue of Contracts of Guarantee with the following financing companies, namely:

Bankers Life Insurance Company of Nebraska, Nationwide Life Insurance Company, Central Life Assurance Company, Farm Bureau Life Insurance Company, Indianapolis Life Insurance Company and Life and Casualty Insurance Company; for long term mortgage financing which the said companies agreed to provide Guyana Securities Limited, a company incorporated and existing under the Laws of Guyana, in an amount not exceeding in the aggregate the sum of \$4 million (US) for the establishing of housing projects in Guyana;

AND WHEREAS the said financing companies have provided to Guyana Securities Limited funds in the sum of \$424,620 (US) and will be no further involved in the Guyana housing projects;

AND WHEREAS Guyana Securities Limited desires to replace the said financing companies by the Federal Home Loan Bank of Boston, Massachusetts, United States of America which will provide mortgage financing for the continuation of the projects of an amount not exceeding \$300,000 (US) at a lesser rate of interest;

AND WHEREAS the United States of America acting through A.I.D. will issue its Guarantee of repayment of the said amount to be borrowed by Guyana Securities Limited from the said Federal Home Loan Bank of Boston in accordance with terms and conditions of a Contract of Guarantee to be entered into between the Government and the United States of America:

NOW, THEREFORE, BE IT RESOLVED:

That this National Assembly do authorise the Government to enter into a Host Country Guarantee Agreement in the following form with the United States of America acting through A.I.D. and to charge the mortgagor a guarantee fee:-

GUYANA

HOST COUNTRY GUARANTEE AGREEMENT

GUARANTEE AGREEMENT dated as of _____, 1972 between Guyana and the United States of America acting through the Agency for International Development (A.I.D.).

WHEREAS _____, a company duly registered and existing under the laws of Guyana (Borrower) wishes to build housing projects in Buxton, Rosehall, New Amsterdam and Mackenzie, Guyana;

AND WHEREAS Federal Home Loan Bank of Boston, Massachusetts, United States of America, a corporation organised and existing under the laws of the United States of America (Investor) and Borrower have entered into a Loan Agreement dated as of 1972 (Loan Agreement) providing for Investor to make loans not exceeding the aggregate principal amount of \$300,000 (US) to Borrower at a rate of interest of seven and a half per cent (7½%) per annum on the unpaid principal balance in order to provide the long-term mortgage financing for the housing projects;

AND WHEREAS The New Building Society Ltd., a society organised and existing under the laws of Guyana (Administrator), Borrower, and A.I.D. have entered into an Administration Agreement dated as of _____, 1972 providing for the implementation of arrangements relating to the housing projects and for other purposes;

AND WHEREAS A.I.D. has issued its guarantee of the amounts to be borrowed under the Loan Agreement in accordance with the terms and conditions of a Contract of Guarantee dated as of 1972, (Contract of Guarantee):

NOW, THEREFORE, Guyana and A.I.D. hereby agree as follows:

ARTICLE 3. Guarantee Guyana, pursuant to National Assembly Resolution No. _____, Dated _____, 1972 and all other appropriate laws, regulations, decrees and administrative acts hereby unconditionally and irrevocably:

(1) guarantee that, if A.I.D. makes any payment to Investor pursuant to the terms of the Contract of Guarantee, Guyana shall promptly pay to A.I.D. an amount in United States Dollars equal to the amount of such payment to Investor pursuant to the Contract of Guaranty;

(2) waives any right to any notice of non payment or non-performance by Borrower under the Loan Agreement and under any other agreement to which Borrower is a party, and waives any notice, presentment, demand, diligence or protest to which Guyana, as guarantor, may otherwise be entitled under the law of Guyana.

Provided, however, that without limiting the generality of the foregoing, if A.I.D. receives notice from Investor pursuant to Section 7.01 (B) of the Contract of Guarantee to the effect that payments due under the Loan Agreement have not been made, A.I.D. shall forward a copy of such notice to Guyana at the following address:

Ministry of Finance,
Main Street,
Kingston,
Georgetown, Guyana,

and further provided that such forwarding or the failure to so forward shall in no way affect or impair the Guarantee expressed herein.

(3) waives any requirement that A.I.D. its successors and assigns, in the event of any payment by A.I.D. pursuant to the Contract of Guaranty, first make demand upon or seek to enforce rights or remedies against Investor, Borrower, or any other person before demanding payment under, or seeking to enforce payment under this guarantee;

(4) covenants that this guarantee will not be discharged except by complete performance of the obligations contained in the Contract of Guarantee and this guarantee;

(5) consents to any modification of the Loan Agreement, the Administration Agreement, the Contract of Guarantee and any other agreement, and of any attachments and annexes thereto as may be agreed to by Borrower, Investor, Administrator of A.I.D., and consents to any waiver, consent, compromise, release or indulgence granted with respect to any of Borrower's or Investor's obligations under the Loan Agreement or Contract of Guarantee provided that, notwithstanding anything herein to the contrary, no such modification, waiver, consent, compromise, release, or indulgence which would have the effect of increasing the obligations of Guyana under this guarantee to guarantee any amount paid by A.I.D. pursuant to the Contract of Guarantee in excess of the principal amount of \$300,000 (US) and interest as provided in Contract of Guarantee in excess of seven and a half per cent (7½%) per annum, may be made without the written consent of Guyana;

(6) covenants that all payments by Borrower of the principal of and interest on the loan made pursuant to the Loan Agreement which loan is evidenced by the Notes marked by A.I.D. as Eligible pursuant to the Contract of Guarantee (Eligible Notes), are and will be exempt from and without deduction for, any and all taxes, levies, imposts, deductions and withholding whatsoever imposed, levied, collected or assessed with respect thereto by the Government of Guyana or by any political subdivision or taxing authority thereof; and

(7) covenants that the full faith and credit of Guyana has been pledged for the due and punctual payment and performance of this guarantee.

ARTICLE II. Agreement by A.I.D. In consideration of the foregoing Guarantee by Guyana A.I.D. hereby covenants that it will perform its obligations under the Contracts of Guarantee in accordance with its terms.

ARTICLE III. Assignment: When Guyana pays under this Guarantee to A.I.D. its successors or assigns, the entire unpaid principal balance of the loan made pursuant to the Loan Agreement and evidenced by the Eligible Notes, and all unpaid interest thereon, A.I.D. its successors or assigns, will assign to Guyana all of its right, title and interest in and to the Loan Agreement and the Eligible Notes.

GUYANA

UNITED STATES OF AMERICA

Mr. Chandisingh and Mr. Sutton spoke to the motion.
 Thereafter the Minister of Finance and Trade replied.
 The motion was then put and carried.

RESUMPTION OF CONSIDERATION OF THE ESTIMATES OF EXPENDITURE

Assembly resolved itself into Committee of Supply and resumed consideration of the Estimates of Expenditure for 1973.

In Committee of Supply

HEAD 65 - MINISTRY OF TRADE was under consideration when the time for the suspension of the sitting was reached.

Assembly resumed.

SUSPENSION OF SITTING

At 4.20 p.m. the sitting was suspended for refreshments.

RESUMPTION OF SITTING

At 4.45 p.m. the sitting was resumed.

Assembly resolved itself into Committee of Supply and resumed consideration of the Estimates of Expenditure for 1973.

In Committee of Supply

HEAD 65 - MINISTRY OF TRADE was passed as printed at	\$ 3,269,305
HEAD 66 - MINISTRY OF FINANCE was passed as printed at	\$ 266,966
HEAD 67 - MINISTRY OF FINANCE - ACCOUNTANT GENERAL was passed as printed at..	\$ 1,974,338
HEAD 68 - MINISTRY OF FINANCE - CUSTOMS AND EXCISE was passed as printed at..	\$ 1,879,386
HEAD 69 - MINISTRY OF FINANCE - INLAND REVENUE was passed as printed at..	\$ 2,296,107
HEAD 70 - MINISTRY OF FINANCE - POST OFFICE SAVINGS BANK was passed as printed at	72,945
HEAD 71 - MINISTRY OF FINANCE - PENSIONS AND GRATUITIES was passed as printed at	888,355
HEAD 72 - MINISTRY OF FINANCE - PUBLIC DEBT was passed as printed at	\$ 10,000
HEAD 73 - MINISTRY OF FINANCE - REVISION OF WAGES, SALARIES AND RELATED PAYMENTS was passed as printed at..	\$ 10,000,200

DIVISION XXIX - MINISTRY OF FINANCE was
 passed as printed at ... \$ 24,291,200

Assembly resumed.

The Minister of Finance and Trade reported to the Assembly the following amendments made to the motion:

- (i) In the resolve clause, the words "two hundred and and seventy-seven million, seven hundred and thirty-three thousand, five hundred and eighty-five dollars" to be substituted for the words "two hundred and seventy-seven million, seven hundred and twelve thousand, nine hundred and forty-four dollars".
- (ii) In the schedule, against Head 14 - Ministry of Foreign Affairs, the amount under Current Expenditure to be "\$4,226,706" instead of "\$4,216,385".
- (iii) In the schedule, against Head 33 - Ministry of Economic Development, the amount under Current Expenditure to be "1,719,714" instead of \$1,709,394".
- (iv) In the schedule, the total amount under Current Expenditure to be "\$132,557,572" instead of "\$132,536,931".

Thereafter the motion as amended for the approval of the Estimates of Expenditure for 1973, totalling \$277,733,585 was put and carried.

APPROPRIATION BILL 1972 - Bill No. 15/1972 published 28.12.72

Presentation and First Reading

With the agreement of the Assembly and the leave of the Speaker, the Minister of Finance and Trade presented the following Bill which was read the first time:

A BILL intituled AN ACT TO PROVIDE FOR THE ISSUE FROM THE CONSOLIDATED FUND OF THE SUM NECESSARY TO MEET THE EXPENDITURE (NOT OTHERWISE LAWFULLY CHARGED ON THE CONSOLIDATED FUND) OF GUYANA FOR THE FINANCIAL YEAR ENDING 31ST DECEMBER, 1973, ESTIMATES WHEREOF HAVE BEEN APPROVED BY THE NATIONAL ASSEMBLY, AND FOR APPROPRIATION OF THAT SUM FOR SPECIFIED PURPOSES, IN CONFORMITY WITH THE CONSTITUTION.

Second and Third Readings

On motions by the Minister of Finance and Trade, the Appropriation Bill 1972 was read a second time and the third time and passed as printed.

NEW YEAR WISHES

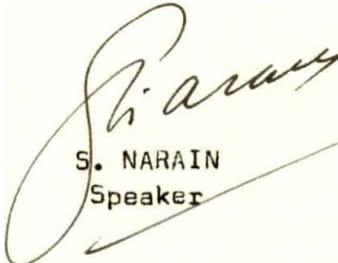
His Honour the Speaker thanked Members for their co-operation during the year, and on behalf of his family and himself and the Staff of Parliament Office extended best wishes to the Members of the Assembly and Members of the Press and their families for the New Year.

The Minister without Portfolio and Leader of the House, and Mr. Ram Karran and Mr. M.F. Singh thanked His Honour and reciprocated the wishes to him and his family and to the Staff of Parliament Office and also extended good wishes to the Press.

His Honour the Speaker, on behalf of his family, the Staff of Parliament Office, and himself, thanked the Members.

ADJOURNMENT

At 7.05 p.m., on a motion by the Minister without Portfolio and Leader of the House, the Assembly was adjourned to 2.00 p.m. on Tuesday, the 2nd of January, 1973.



S. NARAIN
Speaker

PARLIAMENT OFFICE,
Public Buildings,
Georgetown.
2nd January, 1973.