



**NATIONAL ASSEMBLY  
OF THE PARLIAMENT OF  
THE CO-OPERATIVE REPUBLIC  
OF GUYANA**

# **OFFICIAL REPORT**

*PROCEEDINGS AND DEBATES OF THE NATIONAL ASSEMBLY OF THE FIRST SESSION (2020-2022) OF THE TWELFTH PARLIAMENT OF GUYANA UNDER THE CONSTITUTION OF THE CO-OPERATIVE REPUBLIC OF GUYANA HELD IN THE DOME OF THE ARTHUR CHUNG CONFERENCE CENTRE, LILIENDAAL, GREATER GEORGETOWN*

---

51<sup>ST</sup> Sitting

Wednesday, 30<sup>TH</sup> November, 2022

---

**PARLIAMENT OFFICE  
HANSARD DIVISION**

*The Assembly convened at 2.25 p.m.*

*Prayers*

*[Mr. Speaker in the Chair]*

**MEMBERS OF THE NATIONAL ASSEMBLY (71)**

**Speaker (1)**

\*Hon. Manzoor Nadir, M.P.,  
*Speaker of the National Assembly,  
Parliament Office,  
Public Buildings,  
Brickdam,  
Georgetown.*

**MEMBERS OF THE GOVERNMENT (38)**

**(i) MEMBERS OF THE PEOPLE'S PROGRESSIVE PARTY/CIVIC (PPP/C) (38)**

**Prime Minister (1)**

+ Hon. Brigadier (Ret'd) Mark Anthony Phillips, M.S.S., M.P.,  
*Prime Minister,  
Prime Minister's Office,  
Colgrain House,  
205 Camp Street,  
Georgetown.*

**Vice-President (1)**

+ Hon. Bharrat Jagdeo, M.P.,  
*Vice-President,  
Office of the President,  
New Garden Street,  
Georgetown.*

*[Absent]*

**Attorney General and Minister of Legal Affairs (1)**

+ Hon. Mohabir Anil Nandlall, M.P.,  
*Attorney General and Minister of Legal Affairs,  
Ministry of Legal Affairs,  
Carmichael Street,  
Georgetown.*

*[Absent – on leave]*

+ **Cabinet Member**

\* **Non-Elected Speaker**

## **Senior Ministers (17)**

+ Hon. Gail Teixeira, M.P.,  
(Region No. 7 – Cuyuni/Mazaruni),  
*Minister of Parliamentary Affairs and Governance,*  
*Ministry of Parliamentary Affairs and Governance.*  
*Government Chief Whip,*  
*Office of the Presidency,*  
*New Garden Street,*  
*Georgetown.*

+ Hon. Hugh H. Todd, M.P.,  
(Region No. 4 – Demerara/Mahaica),  
*Minister of Foreign Affairs and International Co-operation,*  
*Ministry of Foreign Affairs,*  
*Lot 254 South Road,*  
*Georgetown.*

+\*Hon. Dr. Ashni K. Singh, M.P.,  
*Senior Minister in the Office of the President with Responsibility for Finance*  
*Ministry of Finance,*  
*Main & Urquhart Streets,*  
*Georgetown.*

+ Hon. Bishop Juan A. Edghill, M.S., J.P., M.P.,  
*Minister of Public Works,*  
*Ministry of Public Works,*  
*Wight's Lane,*  
*Kingston,*  
*Georgetown.*

+ Hon. Dr. Frank C. S. Anthony, M.P.,  
*Minister of Health,*  
*Ministry of Health,*  
*Brickdam,*  
*Georgetown.*

+ Hon. Priya D. Manickchand, M.P.,  
(Region No. 3 – Essequibo Islands/West Demerara),  
*Minister of Education,*  
*Ministry of Education,*  
*Lot 26 Brickdam,*  
*Georgetown.*

+ \*Hon. Brindley H.R. Benn, M.P.,  
*Minister of Home Affairs,*  
*Ministry of Home Affairs,*  
*Brickdam,*  
*Georgetown.*

+ **Cabinet Member**

\* **Non-Elected Minister**

+ Hon. Zulfikar Mustapha, M.P.,  
*Region No. 6 – East Berbice/Corentyne),*  
*Minister of Agriculture,*  
*Ministry of Agriculture,*  
*Regent and Vlissengen Road,*  
*Bourda, Georgetown.*

+ Hon. Pauline R.A. Campbell-Sukhai, M.P.,  
*Minister of Amerindian Affairs,*  
*Ministry of Amerindian Affairs,*  
*Lot 251-252 Thomas & Quamina Streets,*  
*South Cummingsburg,*  
*Georgetown.*

+ Hon. Joseph L.F. Hamilton, M.P.,  
*Minister of Labour,*  
*Ministry of Labour,*  
*Brickdam,*  
*Georgetown.*

+ Hon. Vickram Outar Bharrat, M.P.,  
*Minister of Natural Resources,*  
*Ministry of Natural Resources,*  
*Lot 96 Duke Street,*  
*Kingston,*  
*Georgetown.*

+\*Hon. Oneidge Walrond, M.P.,  
*Minister of Tourism, Industry and Commerce,*  
*Ministry of Tourism, Industry and Commerce,*  
*Lot 229 South Road,*  
*Bourda, Georgetown.*

+ Hon. Nigel D. Dharamlall, M.P.,  
*(Region No. 2 – Pomeroon/Supenaam),*  
*Minister of Local Government and Regional Development,*  
*Ministry of Local Government and Regional Development,*  
*DeWinkle Building,*  
*Fort Street,*  
*Kingston,*  
*Georgetown.*

+ Hon. Collin D. Croal, M.P.,  
*(Region No. 1 – BarimaWaini),*  
*Minister of Housing and Water,*  
*Ministry of Housing and Water,*  
*Brickdam,*  
*Georgetown.*

+ **Cabinet Member**

\* **Non-Elected Minister**

*[Absent – on leave]*

+ Hon. Vindhya V. H. Persaud, M.S., M.P.,  
*(Region No. 4 – Demerara/Mahaica),  
Minister of Human Services and Social Security,  
Ministry of Human Services and Social Security,  
Lot 357 East and Lamaha Streets  
Georgetown.*

+ Hon. Charles S. Ramson, M.P.,  
*Minister of Culture, Youth and Sports,  
Ministry of Culture, Youth and Sports,  
Main Street,  
Georgetown.*

+ Hon. Sonia Savitri Parag, M.P.,  
*Minister of the Public Service,  
Ministry of the Public Service,  
164 Waterloo Street,  
North Cummingsburg,  
Georgetown.*

#### **Junior Ministers (4)**

Hon. Susan M. Rodrigues, M.P.,  
*(Region No. 4 – Demerara/Mahaica),  
Minister within the Ministry of Housing and Water,  
Ministry of Housing and Water,  
Lot 41 Brickdam & United Place,  
Stabroek,  
Georgetown.*

Hon. Deodat Indar, M.P.,  
*Minister within the Ministry of Public Works,  
Ministry of Public Works,  
Wight's Lane,  
Kingston,  
Georgetown.*

Hon. Anand Persaud, M.P.,  
*Minister within the Ministry of Local Government and Regional Development,  
Ministry of Local Government and Regional Development,  
Fort Street,  
Kingston,  
Georgetown.*

Hon. Warren Kwame E. McCoy, M.P.,  
*Minister within the Office of the Prime Minister,  
Office of the Prime Minister,  
c/o Colgrain House,  
205 Camp Street,  
Georgetown.*

+ **Cabinet Member**

## **Other Members (14)**

Hon. Mr. Dharamkumar Seeraj, M.P.,

*Lot 71 BB Eccles,*

*East Bank Demerara.*

Hon. Mr. Alister S. Charlie, M.P.,

*(Region No. 9 – Upper Takutu/Upper Essequibo),*

*148 Lethem,*

*Central Rupununi,*

*c/o Freedom House,*

*41 Robb Street,*

*Georgetown.*

Hon. Dr. Vishwa D.B. Mahadeo, M.P.,

*Region No. 6 – East Berbice/Corentyne),*

*Lot 4 Public Road,*

*No. 66 Village,*

*Corentyne,*

*Berbice.*

Hon. Mr. Sanjeev J. Datadin, M.P.,

*Lot 60 Section 'K',*

*John Street,*

*Campbellville,*

*Georgetown.*

Hon. Mr. Seepaul Narine, M.P.,

*Lot 321 BB Seventh Street,*

*Eccles,*

*East Bank Demerara.*

Mrs. Yvonne Pearson-Fredericks, M.P.,

*Mainstay Lake/Whyaka Village,*

*Mainstay Lake, Essequibo Coast,*

*c/o Freedom House,*

*41 Robb Street,*

*Georgetown.*

Hon. Dr. Bheri S. Ramsaran, M.P.,

*Lot 340 East Street,*

*South Cummingsburg,*

*c/o Freedom House,*

*41 Robb Street,*

*Georgetown.*

Hon. Dr. Jennifer R.A. Westford, M.P.,

*55 AA Victoria Avenue,*

*Eccles,*

*East Bank Demerara.*

Hon. Mr. Faizal M. Jaffarally, M.P.,

*(Region No. 5 – Mahaica/Berbice),*

*Lot 16-30 New Street,*

*New Amsterdam.*

*c/o Freedom House,*

*Robb Street,*

*Georgetown.*

Hon. Dr. Tandika S. Smith, M.P.,  
(Region No. 3 - Essequibo Islands/West Demerara),  
Lot 290 Area 'J',  
Tuschen, North,  
East Bank Essequibo.

Hon. Mr. Lee G.H. Williams, M.P.,  
Paruima Upper Mazaruni,  
c/o Freedom House,  
Robb Street,  
Georgetown.

\* Hon. Ms. Sarah Browne, M.P.,  
Parliamentary Secretary,  
Ministry of Amerindian Affairs,  
Lot 251-252 Thomas & Quamina Streets,  
South Cummingsburg,  
Georgetown.

[Absent – on leave]

\* Hon. Mr. Vikash Ramkissoon, M.P.,  
Parliamentary Secretary,  
Ministry of Agriculture,  
Regent and Vlissengen Road,  
Bourda, Georgetown.

[Absent – on leave]

Hon. Ms. Bhagmattie Veerasammy, M.P.,  
Lot 32 Crown Dam,  
Industry,  
East Coast Demerara.

## **MEMBERS OF THE OPPOSITION (32)**

### **(i) A Partnership For National Unity/Alliance For Change (APNU/AFC) (31)**

Hon. Mr. Aubrey Norton, M.P.,  
Leader of the Opposition

[Absent]

Hon. Mr. Khemraj Ramjattan, M.P.,  
Lot 10 Delph Street,  
Campbelville,  
Georgetown.

Hon. Mr. Roysdale A. Forde, S.C., M.P.,  
Lot 410 Caneview Avenue,  
South Ruimveldt,  
Georgetown.

[Absent]

Hon. Mr. Shurwayne F.K. Holder, M.P.,  
(Region No. 2 – Pomeroon/Supenaam),  
Lot 55 Henrietta,  
Essequibo Coast.

\* Non-Elected Minister

Hon. Ms. Catherine A. Hughes, M.P., (Region No. 4 – Demerara/Mahaica), Lot 13 A, New Providence, East Bank Demerara.	[Virtual Participation]
Hon. Ms. Geeta Chandan-Edmond, M.P., Lot 48 Atlantic Ville, Georgetown.	
Hon. Mr. Sherod A. Duncan, M.P., Lot 590 Good Hope, East Coast Demerara.	[Suspended]
Hon. Ms. Volda Lawrence, M.P., Lot 7 Freeman Street, Castello Housing Scheme, La-Penitence, Georgetown.	[Absent – on leave]
Hon. Ms. Dawn Hastings-Williams, M.P., Lot 933 Block 1, Eccles, East Bank Demerara.	
Hon. Mr. Christopher A. Jones, M.P., Opposition Chief Whip, Lot 609 Conciliation Street, Tucville, Georgetown.	[Suspended]
Hon. Mr. Vinceroy H. Jordan, M.P., (Region No. 5 – Mahaica/Berbice), Lot 214 Lovely Lass Village, West Coast Berbice. C/o Christopher Jones	[Suspended]
Hon. Ms. Amanza O.R. Walton-Desir, M.P., Lot 1285 EE Eccles Sugarcane Field, East Bank Demerara.	
Hon. Ms. Coretta A. McDonald, A.A., M.P., Lot 202 N, Fourth Street, Alexander Village, Georgetown.	[Virtual Participation]
Hon. Mr. Deonarine Ramsaroop, M.P., (Region No. 4 – Demerara/Mahaica), Lot 40 Block 3 Craig Milne, Cove & John, East Coast Demerara.	



Hon. Mr. Vincent P. Henry, M.P.,  
(Region No. 9 – Upper Takutu/Upper Essequibo),  
Shulidnab Village,  
South Central,  
Rupununi.  
(Culvert City Lethem)

Hon. Dr. Karen R.V. Cummings, M.P.,  
Lot 2 Belfield Housing Scheme,  
East Coast Demerara.

Hon. Ms. Tabitha J. Sarabo-Halley, M.P., [Suspended]  
Lot 3382 Caneview Avenue,  
South Ruimveldt Park,  
Georgetown.

Hon. Ms. Natasha Singh-Lewis, M.P., [Suspended]  
Lot 1110 Plot 'B',  
Herstelling,  
East Bank Demerara.

Hon. Ms. Annette N. Ferguson, M.P., [Suspended]  
Lot 842 Eccles,  
East Bank Demerara.

Hon. Ms. Juretha V. Fernandes, M.P.,  
Lot 1282 Block EE,  
Eccles,  
East Bank Demerara.

Hon. Mr. David A. Patterson, M.P.,  
Lot 151 Durbana Square,  
Lamaha Gardens,  
Georgetown.

Hon. Mr. Ronald Cox, M.P., [Absent]  
(Region No. 1 – Barima Waini),  
Mabaruma Compound.

Hon. Mr. Jermaine A. Figueira, M.P.,  
(Region No. 10 – Upper Demerara/Upper Berbice),  
Lot 136 2<sup>nd</sup> Street,  
Silvertown,  
Wismar, Linden.

Hon. Mr. Ganesh A. Mahipaul, M.P., [Suspended]  
Lot 14 Plantain Walk,  
West Bank Demerara.

Hon. Mr. Haimraj B. Rajkumar, M.P.,  
Lot 18 Public Road,  
Johanna Cecilia,  
(Region # 2 Essequibo Coast).

Hon. Ms. Nima N. Flue-Bess, M.P., [Virtual Participation]  
(Region No. 4 – Demerara/Mahaica),  
Lot 88 Nelson Street,  
Mocha Village,  
East Bank Demerara.

Hon. Mr. Dineshwar N. Jaiprashad, M.P.,  
*Region No. 6 – East Berbice/Corentyne),  
Lot 80 Babu John Road, Haswell,  
Port Mourant, Corentyne Berbice.*

Hon. Ms. Maureen A. Philadelphia, M.P.,  
*(Region No. 4 – Demerara/Mahaica),  
Lot 17 Block 1, Section F,  
Plantation Belfield,  
East Coast Demerara.*

*[Suspended]*

Hon. Ms. Beverley Alert, M.P.,  
*(Region No. 4 – Demerara/Mahaica)  
Lot 169-170 Stanleytown,  
West Bank Demerara.  
c/o Lot 13 A, New Providence,  
East Bank Demerara.*

Hon. Mr. Richard E. Sinclair, M.P.,  
*(Region No. 8 –Potaro/Siparuni)  
Church Street Mahdia.  
Lot 4 Public Road,  
Stewartville,  
West Coast Demerara.*

Hon. Mr. Devin L. Sears, M.P.,  
*(Region No. 10 – Upper Demerara/Upper Berbice),  
Lot 90, Section C,  
Wismar, Linden.*

**(ii) A New and United Guyana, Liberty and Justice Party and The New Movement (ANUG, LJP & TNM) (1)**

Hon. Mr. Lenox R. O’Dell Shuman, M.P.,  
*Deputy Speaker of the National Assembly,  
St. Cuthbert’s Mission,  
Soesdyke Linden Highway.*

*[Virtual Participation]*

## **Officers (2)**

Mr. Sherlock E. Isaacs, A.A.,  
*Clerk of the National Assembly,*  
*Parliament Office,*  
*Public Buildings,*  
*Brickdam,*  
*Georgetown.*

Ms. Hermina Gilgeours,  
*Deputy Clerk of the National Assembly,*  
*Parliament Office,*  
*Public Buildings,*  
*Brickdam,*  
*Georgetown.*

## **Hansard Division Officers (20)**

Ms. Allison Connelly,  
*Chief Editor*  
Ms. Marlyn Jeffers-Morrison,  
*Senior Editor*  
Ms. Shawnel Cudjoe,  
*Senior Editor*  
Ms. Latoiah Joseph,  
*Senior Editor*  
Ms. Carol Bess,  
*Editor*  
Ms. Shevona Telford,  
*Editor (a.g.)*  
Ms. Tesia Ellis,  
*Editor (a.g.)*  
Ms. Indranie Persaud,  
*Reporter*  
Ms. Roseina Singh,  
*Reporter*  
Ms. Somna Karen-Muridall,  
*Reporter*

Ms. Eyoka Gibson,  
*Reporter*  
Ms. Lushonn Bess,  
*Reporter*  
Ms. Bianca Cummings,  
*Reporter*  
Mr. Rohan Ramjas,  
*Reporter*  
Ms. Celisa DeFlorimonte,  
*Reporter (a.g.)*  
Mr. Tafari David,  
*Reporter (a.g.)*  
Ms. Shabana Chiraunjie,  
*Reporter (a.g.)*  
Mr. Parmanand Singh,  
*Pre –Press Technician*  
Mr. Saeed Umrao,  
*Audio Technician*  
Mr. Daison Horsham,  
*Audio Technician*

---

## TABLE OF CONTENTS

### *Contents*

---

51<sup>ST</sup> Sitting

Wednesday, 30<sup>TH</sup> November, 2022

---

Presentation of Papers and Reports .....	7505
Questions On Notice – For Written Replies .....	7506-7513
Questions On Notice – For Oral Replies .....	7514-7515
Statements by Ministers .....	7516
Public Business – Government’s Business .....	7517-7562
Bills – Second and Third Readings - Hire-Purchase Bill 2020 – Bill No. 14/2020 .....	7519-7560
Committee Business .....	7563-7576
Motion – Adoption of the Report of the PAC - Examination of the Public Accounts of Guyana for the Year 2016 .....	7565- 7574
Adjournment - .....	7577-7578

## ANNOUNCEMENTS BY THE SPEAKER

### Leave

**Mr. Speaker:** Hon. Members, leave has been granted from today's Sitting to the Hon. Member, Ms. Lawrence.

### Visit to Parliament of newly accredited French Ambassador to Guyana, Mr. Nicholas de Lacoste

Hon. Members, join me in welcoming the newly accredited French Ambassador to Guyana, Mr. Nicolas Bouillane de Lacoste. He is joined by Pierre Gate. Mr. Gate has been here with us for over a year. Excellencies, it is our honour to have you in our National Assembly.

### Virtual Participation

Hon. Members, the Deputy Speaker will be joining us virtually. A few weeks ago, he had to leave Guyana because one of his kids was hospitalised and is still in hospital. Join us in praying for his child, to have a speedy recovery. Thank you.

## PRESENTATION OF PAPERS AND REPORTS

The following Papers and Reports were laid:

- (1) The Annual Report of the Financial Intelligence Unit for the year 2021.
- (2) The Annual Report of the Guyana Oil Company for the year 2020.
- (3) The Annual Reports of the Dependents Pension Fund for the years 2019, 2020 and 2021.
- (4) The Annual Report of the National Insurance Scheme for the year 2020.
- (5) The Constitutional Offices (Remuneration of Holders) Order 2022 – Order No. 51 of 2022.
- (6) The Ministers, Members of the National Assembly and Special Offices (Emoluments) Order 2022 – Order No. 52 of 2022.
- (7) Financial Paper No. 2/2022 – Supplementary Estimates (Current and Capital) totalling \$2,904,841,406 for the period 2022-08-15 to 2022-11-29.
- (8) Financial Paper No. 3/2022 – Supplementary Estimates (Current and Capital) totaling \$44,443,164,154 for the period ending 31<sup>st</sup> December, 2022.

*[Senior Minister in the Office of the President with Responsibility for Finance]*

2.30 p.m.

*Senior Minister in the Office of the President with Responsibility for Finance named Monday, December 5, 2022, for the consideration of the two financial papers.*

## QUESTIONS ON NOTICE

### [For Written Replies]

**Mr. Speaker:** Hon. Members, there are eight questions on today's Order Paper. Questions numbers one to five are for written replies. Questions numbers six to eight are for oral replies. Questions numbers one to four are in the name of the Hon. Member, Mr. David Patterson. Questions one to three are for the Hon. Minister of Natural Resources. Question number four is for the Hon. Minister of Public Works. Question number five is in the name of the Hon. Member, Ms. Nima Flue-Bess and is for the Hon. Minister of Tourism, Industry and Commerce. The answers to all these questions have been received and have, therefore, in accordance with our Standing Orders, been circulated.

### (1) Local Content Advisory Committee

**Mr. Patterson:** On December 29, 2021, the Local Content Act, No. 18 of 2021, was debated and passed in the National Assembly and assented into Law on December 31, 2021.

1. Can the Honourable Minister inform the National Assembly whether the Local Content Advisory Committee, as mentioned in Part V of the Local Content Act, has been established?
2. If the answer is no to (Q1), can the Honourable Minister give reasons for the delay?

### Minister of Natural Resources [Mr. Bharrat]:

1. In keeping with Section 5 of the Local Content Act No. 18 of 2021, the Local Content Secretariat, a unit within the Ministry of Natural Resources, came into operation in January, 2022. As of November 8, 2022, the Local Content Advisory Committee has not been established, as yet. We are awaiting the submission of the nominee from the Leader of the Opposition.

However, the work of the Local Content Secretariat continues in keeping with sections 5(2) and (3) of the Local Content Act.

2. The names of persons as proposed by their entities have been submitted and the Ministry of Natural Resources which has oversight of the Local content Secretariat is still awaiting the submission of the nominee by the Leader of the Opposition. The Ministry of Natural Resources has written the former Leader of the Opposition and the current Leader of the Opposition on January 7, 2022, and the September 6, 2022, respectively. To date, no response was received.

## **(2) Wales Gas to Shore Project**

### **Mr. Patterson:**

1. Could the Honourable Minister inform this National Assembly if any agreements have been signed with Esso Exploration and Production Guyana Limited (EEPGL) in connection with the Wales Gas to Shore project? If yes, can the Minister provide the House with a copy of these agreements?
2. Can the Honourable Minister inform this National Assembly if an Environmental Permit has been issued for this project? If yes, can the Minister provide the House with a copy?

### **Mr. Bharrat:**

- (1) Mr. Speaker, the Government of Guyana has signed a Heads of Agreement (HoA) with the Stabroek Coventurers 30<sup>th</sup> June, 2022. This agreement sets out the principles and conditions for the commercial and technical arrangements of the Gas to Energy Project. There are other agreements on supply, buyer's agreement, field development, licensing conditions, onshore works, and land matters that are currently being drafted. The respective agreements and policy documents will be presented to this honourable House when they have been agreed upon and executed. All agreements are being done in a timely manner to meet the Final Investment Decision which will allow for the project to be completed by our committed deadline of December, 2024.
- (2) Mr. Speaker, just last week the first Environmental Permit for the Gas to Energy Project was approved and signed by all parties. This permit Development of Natural Gas

Transport Pipeline, Materials Offloading Facility and Natural Gas Liquids Plant, Offshore Guyana and Region 3, Onshore Guyana. This document is now within the public domain. The second permit on the Gas-Powered Plant and the Natural Gas Liquid (NGL) Plant will be issued in another few weeks.

Mr. Speaker, permit me to remind the Honourable Members of this House that this permit is under the responsibility of the Environmental Protection Agency, and it was crafted with technical assistance from other various public and private stakeholders.

## **(3) Reports by Alison Redford and Action Plan for Oil and Gas**

### **Mr. Patterson:**

1. Can the Honourable Minister provide this National Assembly with a copy of the report prepared by the consultant, Ms. Alison Redford for the Payara Project?
2. Can the Honourable Minister provide the National Assembly with a copy of the "Institutional Assessment and Action Plan for the Oil and Gas Sector for the Environmental Protection Agency (EPA) of Guyana" as developed by Mr. Carlos de Regules in 2019?

### **Mr. Bharrat:**

1. On the 16<sup>th</sup> day of July 2019 EEPGL made an application for a Petroleum Production License for the Payara Production Area together with a Field Development Plan as is required by Law. The said Application and FDP were then duly reviewed by a panel of experts and the Payara Licence was approved on the 30<sup>th</sup> of September 2020. This approval was based on the review and recommendations done by the then Guyana Geology and Mines Commission, Department of Energy under the Ministry of Natural Resources, Bayphase Consultants and Allison Redford. The result of the work that they have done is reflected within the Payara Petroleum Production Licence itself and this document has been published minutes after signing and is readily and widely available.

2. It's our understanding that the "Institutional Assessment and Action Plan for the Oil and Gas Sector for the Environmental Protection Agency (EPA) of Guyana" as developed by Mr. Carlos de Regules in 2019 were prepared and submitted to the said Agency. Unfortunately, the Environmental Protection Agency doesn't fall under the remit of the Ministry of Natural Resources and therefore, I am unable to acquiesce to the request.

**(4) Costs Associated with Repairs to Demerara Harbour Bridge (DHB)**

**Mr. Patterson:** Can the Honourable Minister provide the National Assembly with the names of the contractors, contract sums, and scope of works for all works in association with the repairs to the Demerara Harbour Bridge (DHB), as a result of the collision with the DHB and MV 'Trade Winds'?

*See below for answers.*

Estimated Cost for Damages to Retractor/Acceptor Spans					
Ref No.	Activities	Scope/Description of Works	Contractor	Unit	Total
I	Demerara Harbour Bridge Internal Costs	Mobilization of DHBC Bridge Workers cost (technical and non technical related staff from 8th October 2022 - 10th October,2022) equipment. Consumables. meals and beverages, payment for injured Shift Supervisor toll and Marine Revenue Loss. Repairs to steel Walkway step. removal and installation of pontoon	Demerara Harbour Bridge Internal	Sum	\$128.903.085
2	Diving Works	Provide Diving Service to install damaged anchorblocks. 3/4 Wire rope, temporary navigation buoy in channel. reconnect burst anchor chains, patch leak under pontoon And remove damaged sunken Cluster piles at retractor span	V. RODRIQUES DIVING SERVICES	Sum	\$20,800,000
3	Rental of Heavy Duty Equipment and Services	Rental of truck to transport 18 Anchor blocks from Kingston to bridge and offload on barge, transport Damaged beam to Infab. remove anchor chain from pontoon	I&J AUTO SALES	Sum	\$1,420,000
		Use of Barge with Excavator to install 10 Anchor Blocks at 10 locations at retractor / Acceptor spans and to remove two damaged 15 pile cluster from north western side of retractor span. Rental of Tug to assist in installing of pontoons	GAICO	Sum	\$17.748.000

		Rental of Hiab truck to assist with Repair work	RSD CARGO TRANSIT INC	Sum	\$5,403,600
		Rental Of Equipment fabrication of 8 Special Connecting posts, Fabrication of 4 large pontoons, Fabrication of Walkway step	EC. VIEIRA INVESTMENT INC	Sum	\$540,112.069
4	Rehabilitation of Retractor Span	Carry out repairs and Fabrication to Various components at retractor span which include Hydraulic Winch. travelling rollers, king posts, Diamond panels	INDUSTRIAL FABRICATIONS INC INFAB	Sum	\$268,532.461
5	Rehabilitation of Cluster Piles	Supply and Driving of 2 sets Damaged Cluster Piles AT retractor span	IB CONTRACTING AND MACHINERY RENTAL	Sum	\$18,165,400
GRAND TOTAL					\$1,001,084,615
Ministry of Public Works, Oranapai Towers, Wight's Lane, Kingston – November 28 <sup>th</sup> 2022					



**(5) Small Businesses to Receive Grants in 2022**

**Ms. Flue-Bess:** Reference to an article published by the Department of Public Information, “Another 700+ Small Businesses to receive grants in 2022” by a staff writer on November 10, 2021.

1. Can the Honourable Minister state the criteria used to determine the businesses that should receive grants?
2. Can the Honourable Minister say how many businesses from Eccles to Moblissa on the Linden/Soesdyke Highway have received grants?
3. Can the Honourable Minister provide the list and addresses for these businesses within this area that have received grants?

**Minister of Tourism, Industry and Commerce [Ms. Walrond]:**

1. The criteria used to determine business that receive grants are as follows:
  - The business must be registered with SBB

Satisfy the criteria of being a small business according to the Small Business Act No. 2 of 2004 and the Small Business Amendment Act 2021 i.e.,

1. Annual turnover of not more than G\$60M
2. Business assets value not more than G\$20M
3. Employ less than 25 persons
- The business must register with the Commercial and Deed Registry
- The business must be GRA and NIS Compliant
- The business must submit a business plan and it is based on a completed plan a determination is made as to whether or not an applicant gets a grant.
- The business plan contains:
  1. Basic information about the existing or start-up business
  2. Business Strategy
  3. Description of product or service

4. Market Analysis
5. Marketing Plan
6. Financial Plan – Cash Flow Projection
7. Next Steps and Action Plan
8. SWOT Analysis of the Business

A copy of the business plan template can be found on the Small Business Bureau’s website ([www.sbb.gov.gy](http://www.sbb.gov.gy))

2. For 2022, to date, there are twenty (20) businesses located in the Eccles to Moblissa area, that have benefitted from grants.

It is important to note that these grants do not include businesspersons whose personal place of residence is located between Eccles to Moblissa, but their business’ registered address is situated elsewhere in Guyana.

3. The Small Business Bureau, Ministry of Tourism, Industry and Commerce has a strict policy that governs the confidentiality of client information. Therefore, specific identifying information such as the names and addresses of these businesses cannot and will not be provided.

This is essential to protect clients of the Small Business Bureau from political attacks, marketing span, fraud, and other intrusions. Further, the ethical storage of personal details, data and other private information is important for maintaining trust of clients.

**QUESTIONS ON NOTICE****[For Oral Replies]**

**Mr. Speaker:** For oral replies, we have question number six. The Hon. Member, Mr. Jermaine Figueira, you may now proceed with your question.

**Doctors, Registered Nurses and Nursing Assistants who voluntarily left the Linden Hospital**

**Mr. Figueira:** Thank you, Mr. Speaker. Can the Minister with responsibility for health, inform this House of the number of doctors, registered nurses and nursing attendants who have voluntarily left the Linden Hospital Complex between August, 2020, and 30<sup>th</sup> June, 2022.

**Mr. Speaker:** Hon. Minister of Health, you may reply.

**Minister of Health [Dr. Anthony]:** Thank you, very much, Mr. Speaker. Thank you, Hon. Member. Just a quick clarification from the Member, what does he mean by voluntarily left the hospital?

**Mr. Figueira:** Just left the job. Can we get more pellucid than that?

**Dr. Anthony:** If the Member means that somebody who has resigned from the job...

**Mr. Figueira:** Yes.

**Dr. Anthony:** ...then, in 2020, we had one medical doctor who resigned. In 2020, we had 22 registered nurses who resigned and no nursing assistants. In 2021, we had three doctors that resigned, we had 35 registered nurses and no nursing assistants. In 2022, no doctor resigned, we had 16 registered nurses, and we have five nursing assistants.

**Mr. Figueira:** Thank you, very much.

**Mr. Speaker:** Hon. Member, Mr. Figueira.

### **Doctors, Registered Nurses and Nursing Assistants who were dismissed/contracts not renewed by the Linden Hospital**

**Mr. Figueira:** Thank you. Hon. Minister, could you further inform this House of the number of doctors, registered nurses and nursing assistants who were dismissed, or whose contracts were not renewed by the Linden Hospital between August, 2020 and June, 2022?

**Mr. Speaker:** Hon. Minister of Health, you may reply.

**Dr. Anthony:** Thank you, Mr. Speaker. In all three categories, nobody was dismissed, and all the contracts were renewed.

**Mr. Speaker:** Thank you, Hon. Minister.

### **Doctors, Registered Nurses and Nursing Assistants who were transferred from the Linden Hospital**

**Mr. Figueira:** Thank you. Could the Minister further inform the House of the number of doctors, registered nurses and nursing assistants who were transferred from the Linden Hospital between August, 2020 and 30<sup>th</sup> June, 2022.

**Mr. Speaker:** Hon. Minister of Health, you may reply.

**Dr. Anthony:** Thank you, Mr. Speaker. Thank you, Hon. Member. Doctors transferred in 2020 were three. In 2021, there were seven and in 2022, there were two. Registered nurses in 2020 were eight, in 2021 there were three, in 2022

there was one. Nursing assistants, in 2020 there was one, in 2021 there was zero, in 2022 there was one.

Maybe to give context between 2016 to 2019, we had 34 doctors who were transferred. In 2016 to 2019, there were 18 registered nurses who were transferred. For the same period, there was one nursing assistant who was transferred.

**Mr. Speaker:** Thank you, Hon. Minister of Health. Hon. Member Mr. Ramjattan, you are standing to...

**Mr. Ramjattan:** [*Inaudible*]

**Mr. Figueira:** Could I have a follow-up question?

**Mr. Speaker:** Yes.

**Mr. Figueira:** Thank you. Could the Hon. Minister state, in regard to the three doctors that he would indicated that have been transferred, what specialty they were providing the Linden Hospital Complex? What specialty did they have? If they were indeed specialty, how are those specialties being replaced by those doctors who would have been transferred?

**Dr. Anthony:** Mr. Speaker, currently we have 38 doctors at the Linden Hospital. Twenty-five of them are Government Medical Officers (GMO) and we have 13 specialists. All the... **An Hon. Member:** (*Inaudible*). The Linden Hospital. All the specialties at the hospital – surgical, obstetrics, gynaecology, medicine, paediatrics – all are adequately covered.

In terms of the doctors who were transferred, we have doctors who served as Government Medical Officers that wanted to get better qualifications, and as you know we have a post-graduate programme between the University of Guyana (UG), the Georgetown Public Hospital Corporation (GPHC) and the Ministry, where we have 14 different specialties that we offer. Many of these doctors would have come from Linden to join those programmes, so they are now furthering their qualifications to become specialists.

**Mr. Speaker:** Thank you, Hon. Minister.

## **STATEMENTS BY MINISTERS, INCLUDING POLICY STATEMENTS**

### **Update on the recently concluded Oral Hearing on Venezuela's preliminary objections in the Hague**

**Minister of Foreign Affairs and International Cooperation [Mr. Todd]:** Thank you, Mr. Speaker. I am going to update the House on the recent concluded oral hearing in the Hague. On 22<sup>nd</sup> November, oral hearings on Venezuela's preliminary objections before the International

Court of Justice (ICJ) in the Hague, concluded with Guyana's closing round of arguments. Venezuela contended that the United Kingdom (UK) is an indispensable third party to the case which should not be allowed to proceed in its absence. Guyana argued that the United Kingdom is not indispensable because it has no legal interests that would be affected by a judgment on the validity of the Arbitral Award on 3<sup>rd</sup> October, 1899, which fixed the boundary between British Guiana and Venezuela or any interests in the boundary itself. Such interests, having been terminated in May, 1966, upon Guyana's independence. The court will deliberate on the issue over the coming months. A decision is expected by spring of 2023. Guyana is confident that its arguments will prevail and that the court will reject Venezuela's objections and advance the case to the merits phase. Thank you.

**Mr. Speaker:** Thank you, very much, Hon. Minister.

## **PUBLIC BUSINESS**

### **GOVERNMENT'S BUSINESS**

#### **Bills – Second and Third Readings**

#### **HIRE-PURCHASE BILL 2020 – BILL NO. 14/2020**

A Bill intituled:

“An Act to make provision for the regulation of hire-purchase, credit sale and conditional sale agreements; and for related purposes.”

*[Minister of Tourism, Industry and Commerce]*

Before I call on the Hon. Minister of Tourism, Industry and Commerce, Members would remember that this Bill, at the first reading was sent to a Special Select Committee. The process is that there will be contributions with respect to that process and the second reading. Hon. Minister of Tourism, Industry and Commerce, Ms. Oneidge Walrond.

**Ms. Walrond:** Thank you, very much, Mr. Speaker. I rise to move that the Hire-Purchase Bill No. 14/2020, published on 23<sup>rd</sup> December, be now read a second time.

I am particularly pleased to have had the opportunity to work on this piece of legislation which we believe will make a consequential contribution to the environment for trade and commerce in Guyana, and most importantly to the lives of everyday people. The Bill applies, not only to hire purchase agreements but also to credit sale and conditional sales agreements. When enacted, it will provide a statutory framework to govern contracts between buyers and sellers under such arrangements.

Hire purchase is a mechanism that enables persons of limited means to acquire and enjoy goods that they may not otherwise have been able to afford. As we all know, under typical hire purchase agreements, the hirer is able to take possession of goods without immediately paying the full price for them. Instead, the hirer pays a deposit or a down payment and makes good on the full purchase price by paying affordable instalments on a periodic basis. Hire purchase, therefore, allows for the average citizen or household to acquire contemporary necessities such as refrigerators, freezers, and washers, as well as motorcars and motorcycles without which transportation from our increasingly far-flung suburban centres would be challenging.

It may, perhaps, be lesser known but small businesses and microbusinesses in many sectors also make extensive use of hire purchase and similar arrangements to obtain machinery and equipment for their operations. Hire purchase and other credit sales arrangements also benefit sellers. They do so principally by creating a mechanism that increases sales significantly above the level that would be possible if immediate payment of the full purchase price were the only option for the sale of goods.

Despite all the benefits of hire purchase, there are many potential pitfalls in these types of arrangements. The vast majority of these potential perils, evolve under relatively powerless consumers under the current framework which is largely governed by the common law of contract. The doctrine of contract can be notoriously harsh where there are symmetries in terms of power relations between contractual parties. This is precisely the situation that faces consumers when they are in the market for types of goods that are typically sold on terms. In the face of these uneven power relationships, the perils facing the consumer include onerous and, in some cases, unconscionable provisions in hire purchase agreements such as the ability of the seller to repossess goods even when those have been substantially paid for.

2.45 p.m.

Commonly, also, there are provisions for sellers to forcibly enter and seize items and, again, this may occur even when the hire-purchase price has been substantially paid off. It is not uncommon for there to be excessively punitive terms governing termination of agreements at the instance of the hirer. By way of illustration, at the time this Bill was tabled, the Competition Commission had reported that, in the preceding five years, it had received a number of complaints

on the subject of hire-purchase arrangements. The transactions associated with these complaints accounted for accumulative value exceeding \$200 million. The Commission had also reported significant difficulties in resolving these matters given the lack of a statutory framework governing hire-purchase arrangements.

This Bill seeks to level the playing field associated with hire-purchase, credit and conditional sale agreements by providing substantial protection to consumers who opt to enter them. It is of some importance that I say the Bill seeks to level the playing field and not to distort it. We are mindful of... nor determined to avoid replacing a regime that substantially disadvantage the buyer with one that disadvantage the seller. Thus, you will find, when I come to explain some of the actual provisions of Bill, that there are some there which also provide protection to the seller against unfair practice on the part of the buyer.

Before I address some of the specific provisions of the Bill, I wish to give a bit of background on the Bill and the process that has gone through getting it to this point. This particular Bill has its origins in the previous Parliaments for reasons which need not to detain us here. The Bill did not complete its way through the parliamentary process in that session. However, it was reintroduced in the Twelfth Parliament in November, 2020. Subsequent to the First Reading in December of 2020, the Bill was referred to a special select committee for consideration. The select committee had its first meeting in June, 2021 but commenced its proper work in April of this year. Despite the delay in commencing its work, once started, the Committee worked efficiently, and I would daresay effectively, in its consideration of the Bill. The Committee held a series of meetings between mid-April and the end of July, and we transmitted a report back to the House on the 8<sup>th</sup> August. At all times we had the benefit of the invaluable support rendered by the Parliament staff for which I wish to place on record our sincerest gratitude and appreciation. The select committee benefited also from full participation of members of the Government and Opposition. I am pleased to note the bipartisan support for the Bill as the Committee went through the process of considering it.

There was a wide and an inclusive consultation process as we worked on this Bill. One aspect of this process was a public consultation whereby members of the public were invited to make written and oral submissions on the Bill. Advertisements were placed in the press inviting such submissions for a period of three weeks during May of this year. Additionally, all major commercial operators who are known to offer hire-purchase arrangements were invited to

make submissions. The Committee received useful representation on the Bill from a number of stakeholders. These included the Guyana Bar Association, the Guyana Competition and Consumer Affairs Commission and major private sector retailers who offered hire-purchase arrangements to their customers. Finally, on this point, the Committee was advised that during the original process of drafting the Bill, the Guyana Consumers Association, another major stakeholder, was integrally involved in consultations at that time.

Therefore, the Bill that has come out of Committee is now before us and has benefited from consultations with probably all of the main stakeholders who would have interest in it. We have the consumer bodies representing one set of potential parties to hire-purchase agreements and the sellers as the other set of potential parties. We have the Guyana Bar Association that will be called upon by parties in case of dispute, as well as the Guyana Competition and Consumer Affairs Commission, which prior to the enactment of this Bill had a hapless job of addressing consumers' complaints in the absence of an enabling statutory framework. As in aside, I would note that following the enactment of this Bill, the Commission would be relieved of this burden as dispute resolution would fall principally in the Magistrates' Court.

Finally, in term of stakeholders, we had of course the Government and the Opposition, we, the Members of this House, who established the legal framework, who must monitor and, if necessary, amend it as the need arises. The consultation process was a full and fruitful one. As a result of this process, some 27 clauses were amended in committee, many following representations from various stakeholders. In fact, only three clauses have come back here without some form of amendment. Additionally, an entire section, Part III, comprising six major clauses has been added. This section deals with registration of agreements and applies to situations where the purchase price is \$100,000 or more. Part III provides for such notices of sales to be registered in the Commercial Registry and made known to the public at large through a search of the register. The addition of this particular section was done with a forward-looking perspective to ensure compatibility with the Movable Properties Security Bill which we intend to table in this honourable House. That Bill will deal with other kinds of credit sale agreements.

This, in a nutshell, is the process that resulted in the Bill that is before us, and I wish to briefly examine some of the key provisions in view of our primary legislative intention. That intention is to level the field in the area of hire-purchase, and

like agreements, by providing statutory protection for consumers from exploitative practices while protecting sellers from unscrupulous hirers where necessary.

Part I of the Bill give us, as the standard, the Short Title, and the clause and interpretation.

Part II, the Bill deals with the requirements that we have set for hire-purchase, credit and conditional sale agreements. Part II creates a regime, a framework if you will, for these agreements. This part makes provisions for certain requirements to be in place in every hire-purchase, credit sale and conditional sale agreement. These requirements are designed to protect the parties, especially the buyers and they constitute a minimum set of protections that must be expressly included in any contract. If a seller omits to include these protections in their contracts, the default result will be to bar the seller from enforcing any rights under the agreement, unless they can satisfy a court that the buyer has not been prejudice by much omission.

To go into some amount of detail, clause 3(1) imposes the obligation on the seller to disclose the cash price prior to the sale. That is to say, by some means other than through the actual agreement which evidenced it. Clause 3(2) specifies certain circumstance under which the requirement at clause 3(1) to disclose the cash price would be deemed to have been satisfied. Those conditions briefly stated are where the cash price is prominently displayed with each item of good or where it is prominently featured with the items in a catalogue.

This requirement to prominently display the cash price is a significant one because the failure to do so was one of the main devices by which unsuspecting customers were enticed in the purchases they could not afford. The common practice of displaying a seemingly low weekly instalment could entice the customer into signing an agreement which would, in fact, require monthly payments which would substantially prove to be unaffordable. By the time the buyer realises the unsustainable level of payments he/she, by his/her appealing efforts, would have paid several instalments, cutting back in other areas of expenditure. At some point, faced with stark choices, a buyer may be forced into default leading to the seller retaking possession of the items.

Requiring prominent display of the cash price, as provided in clauses 3(1) and 3(2), is intended to make a prospective buyer aware upfront of the magnitude of the purchase that he/she is considering. Clause 3(3) requires a written agreement for the purchase, while clause 3(4) specifies certain provisions that must be expressly included in the

agreement. These provisions include some of the most important protections for the buyer that are enshrined in the Bill. They are required to be included in a prominent manner in every contract. That is to say, they cannot be in fine print.

This clause 3(4) is one of the most consequential provisions in the Bill as it relates to consumer protection. It states that among the provisions every contract must include: One, the right of the buyer to terminate the agreement early; a prohibition on the seller repossessing the goods in the absence of a court order where 70% or more of the hire-purchase price has been paid; three, an obligation of the seller to provide notice to the buyer of an intention to repossess good where less than 70% of the purchase price has been paid; and the right of a buyer to make good on a breach having had notice of intention to repossess. These are some of the substantive rights and obligations that are enshrined in various clauses of the Bill, and I shall deal with them in some detail shortly.

The point here is that not only does the Bill provides for these various rights and obligations, but under clause 3 it also stipulates that they must be expressly incorporated into the agreements. If they are not included in a prominent manner into the contracts, the seller is prohibited from repossessing goods, prohibited from seizing security deposits or suing guarantors among other things, unless they can satisfy a court that the omission did not prejudice the buyer. Mr. Speaker, I think that you would agree that these are indeed consequential and powerful protections for buyers.

However, I would note once again, that this is not a one-sided deal. The protections afforded to the buyers are balance by reasonable protections for the seller. Take for example, the case where the seller is obliged to give 20 days' notice of intent to repossess. We could very well imagine an unscrupulous buyer on receipt of such notice may attempt to conceal or move the goods to avoid repossession. As we shall see, however, that Act imposes obligation on the buyer to promptly inform the seller of movement of the goods and imposes a significant monetary penalty for noncompliance. Additionally, there is provision whereby if the buyer decides to terminate an agreement early, he/she is obliged to make good on any arrears due to return the goods promptly and in good condition to the seller.

Clause 4 makes similar provisions for credit and conditional sale agreement as clause (3) does for hire-purchase agreements. That is to say that clause (4) mandates prominent disclosure of cash prices prior to sale and that

credit and conditional sale contracts must expressly include certain provisions that protect the buyer.

Clause 5 gives the right to the buyer to terminate agreements and makes provision for certain rights of the buyer and indeed the seller where such a course of action is pursued. As we have seen under clauses 3 and 4, these rights that are provided for in clause 5 are among those that must be expressly included in contracts.

I turn now to clause 6 which again is one of the most consequential clauses in the Bill. This clause provides that certain provisions shall be void and shall have no effect if included in any hire-purchase agreements. In other words, this clause prevents sellers from contracting out of certain obligations imposed by this Act. It also prevents sellers from attempting to remove rights of buyers through contracts. The provisions which would be void, thus, unenforceable by virtue of this clause include the following: provisions that purport to confer on the seller or his agents the right to forcible entry on any premises for the purpose of taking possession of goods; two, the provisions that purport to relieve sellers from liability arising from such forcible entry; three, attempts to exclude or restrict the rights of buyers to terminate hire-purchase or conditional sales agreements; four, the imposition of liability on buyers for terminating agreements over and above that which is permissible in the Act; and, five, exclusion or restriction of the right of a buyer to remedy a breach of an agreement.

*3.00 p.m.*

These are just some of the provisions which this law would deem to be void and of no effect even if expressly included in an agreement. One would find a full enumeration of these provisions in clause 6.

Clause 8 is another notable clause. It is one of those clauses which provides some protection to sellers from potential undesirable practices on the part of buyers. This clause obliges a buyer to disclose the location of the goods, if so requested by the owners or the owner's agent, more importantly, the obligation by the buyer to promptly inform the owner if the goods are removed from the location stated in the agreement or the address last communicated to the owner. Failure to discharge this obligation without good reason, or giving false information, renders the buyer liable on summary conviction to a fine of \$200,000.

Clause 9 provides that there should be a number of implied conditions and warranties in every hire-purchase, credit and conditional sale agreements. They include implied

warranties that the hirer shall have and enjoy quiet possession of the goods and the goods shall be free from any encumbrance in favour of third parties. Also, very importantly, there shall be an implied warranty that where the hirer expressly or by implication makes known to the seller, the particular purpose for which the goods are required that there shall be an implied condition that the goods shall be reasonably fit for such purpose. Many of the provisions for clause 9 codify the common law position on the sale of goods and places them on statutory footing.

It has been established that hire-purchase agreements entered into by consumers without informed consideration of their own circumstances, and ability to pay, has resulted in much financial distress. Indeed, considerable social hardship with consequent strain on families also result from this. The Bill therefore includes clause 10 which provides for a seven-day cooling off period, during which a hirer who has had the benefit of a more informed consideration, may cancel the agreement. The buyers' right to so cancel the agreement is one of those terms and conditions which is required to be expressly stated in the agreement. This clause, that is clause 10, also specifies those parties who are appropriately considered to be agents of the owner for the purposes of receiving notice of cancellation of the agreement.

Clause 11 deals with the mechanism by which notice of cancellation could be served and, it is notable in this modern era that amongst the mechanism, especially provided for in the Bill, it is notice by electronic means.

Clause 12 imposes a number of reasonable obligations on a buyer who elects to cancel an agreement, including the obligation to redeliver the goods to the seller in good condition. It also provides that if a buyer purports to cancel an agreement without redelivering their goods to the seller, then the cancellation of the agreement would be of no effect.

Clause 13 makes provision for a buyer who cancels an agreement to recover any moneys paid under that agreement, subject to a restocking fee charged by a seller to a maximum of 10%. Once again, we see this reoccurring theme of balancing the protection of the buyer and the seller.

Clause 14 makes provision for a buyer who has had two or more agreements with any seller to apportion payments between or amongst the agreements. This is especially useful where a buyer may experience some temporary difficulty in meeting payments. Conceivably, he or she could avoid default completely on one agreement while making partial payment on the others. In the current regime, the buyer would lose both under both agreements.

Clause 15 makes certain arrangements in respect of agreements concerning vehicles. This clause requires the Guyana Revenue Authority (GRA) to make an annotation on the registration of a vehicle indicating that the said vehicle is subject of a hire-purchase agreement. This annotation would put a potential buyer on notice that there is an encumbrance on the vehicle.

I turn now to Part III of the Bill. As I indicated earlier, this is an entirely new section which was inserted in Committee. It comprises six clauses which makes certain provisions for registration of hire-purchase and other credit and conditional sales agreements, where the total price is equal to or exceeds \$100,000. This part at clause 17 designates the Commercial Registry as the authority for registering notices of these agreements and any subsequent cancellation or discharge of them. It also provides at clause 18 for notice of agreement to be effective against third parties provided that the notice is searchable in the registry. The registry would be available for searching by any person who pays the prescribed fee, and no reason needs to be given for requesting a search.

Clause 19 makes provision for the establishment of an electronic register whereby both submission of information and searching of the register maybe done by electronic means. The whole point of registration would be to put potential buyers on notice as to the seller's interest in the goods. This would avoid issues that would arise where persons attempt to sell moveable goods which they are not entitled to dispose of.

Moving on to Part IV of the Bill, here we deal with recovery of possession and other remedies for default. The first clause under Part IV, that is, clause 22 provides that the seller may bring an action to enforce a right to repossess goods sold under a hire-purchase agreement. However, in Clause 23, the Bill when enacted, prohibits the seller from repossessing goods without first approaching the court and obtaining an order if 70% or more of the purchase price has been paid. More than any other, this clause provides protection to the consumer against one of the most objectionable and unconscionable practice in hire-purchase arrangements. This practice is where a hirer has paid almost the entire hire-purchase price, comprising principal and interest, has a minimum balance left to liquidate, but is subject to repossession of the goods by the seller. Under this scheme, a hirer could conceivably pay all instalments, save the final one, and yet have the goods repossessed without notice. Nothing could be more unconscionable than this and the Bill would cure such mischief once and for all. Where less than 70% of the price has been paid in the face of a breach of the

agreement by the buyer, the seller must give 21 days' notice of an intent to repossess the item. In this case, the seller is not obliged to seek the leave of the court to take repossession of the item but is obliged to give notice and is also obliged to allow the buyer to cure the breach. These provisions are detailed in clause 29 of the Bill.

I would point out, just by way of illustration of the consultative process that when this Bill was tabled, the threshold that we proposed was in fact 50%. Representatives of the industry felt that this threshold was far too low. The industry argued for a minimum threshold of 80% of the purchase price being paid. In settling at a level of 70%, at the Committee we took into account not only the need to protect the consumer and the seller, but also the overall benefit of hire-purchase to the consumer. This benefit is to bring the price of items within reach of the ordinary consumer. We were mindful of the risk that setting the threshold too low might result in the industry raising the initial down payments or deposits to a level that would make it inaccessible and unaffordable for any people.

Clauses 24 and 25 set out a comprehensive regime for determination of matters relating to actions for the recovery of possessions of goods. They confer jurisdiction in these matters upon the Magistrates' Courts regardless of the sum of money involved. They also confer certain powers on the court with respect to these matters and provide that failure to comply with orders of the court constitutes offenses punishable by fines up to \$200,000 on summary conviction. It is notable that this is part of the amendment where we included that this is without prejudice to the rights of the buyer or the seller to approach the High Court for remedy.

Clause 28 is another example for us balancing the interest of buyers and sellers in this Bill. Under clause 28 (1) where a buyer pays the hire-purchase price in full, more than one month before the term of the agreement, the buyer is entitled to a 5% rebate. Conversely, clause 28 (2) provides that where instalments remain unpaid, for more than a month, then a penalty of 5% may be instituted for such non-payment.

Clause 32 confers a general jurisdiction upon the Magistrates' Court to hear any matters on this Act without prejudice to the jurisdiction of the High Court in appropriate cases. This is complementary to the specific jurisdiction with respect to actions for repossession which was dealt with in clauses 24 and 25. This clause also provides for the application of the Summary Jurisdiction (Petty Debt) Act, the Summary Jurisdiction (Magistrates') Act and the

Summary Jurisdiction (Appeals) Act and any rules made thereunder in respect of any action or proceeding brought to the Magistrates' Court under this Act.

As we come to the end of the Bill, another notable feature is at clause 33, which places the obligation on the owner to obtain insurance, albeit at the cost of the buyer, where insurance is a requirement of the agreement.

Mr. Speaker, these clauses that I have gone through in varying degrees of detail constitutes some of the crowning features of this long overdue Bill. This Bill comes to us here in Guyana more than eight decades after the United Kingdom (UK) first put hire-purchase on a statutory footing in 1938. I was also made to understand that we are also amongst the last, if not the last in the Caribbean to do so. To put hire-purchase and similar arrangements on statutory footing. Despite the delay, we all could be gratified that the Bill we bring to this floor here today has benefited from the fullest possible consultation. It enjoys broad support of major stakeholder groups, and I am confident that it will significantly improve the commercial environment by providing sorely needed protection for both buyers and sellers under hire-purchase arrangements. I, therefore, highly commend this Bill to this honourable House for passage. Thank you. *[Applause]*

**Mr. Speaker:** Thank you very much, Hon. Minister. Let me add my congratulations to you and the Committee for working on this. I think it passed through that office when I was there two decades ago. I have a Member from the Opposition, but I do not have a name. The Hon. Member and former Minister of Tourism, Industry and Commerce, Mr. Hemraj Rajkumar.

**Mr. Rajkumar:** Thank you, Mr. Speaker, for the opportunity to make my contribution on the debate on the Hire-Purchase Bill 2020 - Bill No. 14/2020. Guyanese from all walks of life, more especially those of the lower income bracket, would have often find it challenging to purchase things for cash, would have at one time or another purchased something under the hire-purchase agreement. Many families would have used this method of purchase to acquire and enjoy the use of vehicles, furniture and other household appliances in circumstances where they could not have afforded the cash price. Very often one would hear Guyanese speaking among themselves that they had to *band them belly* and pay for the item little by little. Or one would have also heard the term *work and pay* for the things he or she would have acquired. Mini-bus owners, hire car owners, chainsaw operators and weeders are some of the persons who would

have acquired these things using the hire-purchase arrangement.

Many businesses in Guyana also offer goods to the Guyanese consumer through the hire-purchase arrangement. Both consumers and sellers benefit from this type of arrangement. This type of arrangement, this business transaction, is conducted by our people on a daily basis, and I agree that we should have legislation to regulate its operation. Put simply, in hire-purchase transactions the hirer or buyer usually make an initial deposit, a down payment toward the purchase price of the item, take possession of them, and give the buyer the undertaking that he/she would pay a sum of money in instalments as rent for the period towards the purchase price.

*3.15 p.m.*

When the final instalment is paid, the buyer then becomes the owner of the item, until then the ownership lies with the seller. This may appear as a simple matter of buying and selling and paying in instalments. However, difficulty and hardship sometimes arise when the buyer, for legitimate reasons, falls back on his/her payments. Currently, the common law governs hire-purchase transactions in Guyana. The seller remains the legal owner of the item until the last instalment is paid and should the buyer default in payment of an instalment, the owner or the seller is entitled to forfeit all the payments made and has a right to repossess the article.

This situation unconscionable and unpleasant as it is, has been experienced and encountered by many of our citizens who would have lost their hard-earned money because they had their item repossessed due to default in the payment of an instalment. The buyer would have suffered both loss of his money and the use of the item on hire; the buyer is at the mercy of the seller under these types of arrangements. On the other hand, the seller runs the risk of default payment by the buyer. Sometimes the hirer would take goods from the seller, use it and is reluctant to pay the instalments as promised and, also, refuse to return the goods to the sellers. In some instances, the seller is unable to locate and recover the goods hired. Here the seller would be suffering loss.

The Hire-Purchase Bill 2020 – Bill No. 14/2020 seeks to provide some amount of protection to both the seller and the buyer. It sets out to alleviate the hardship faced by the buyer under the hire-purchase, credit sale and conditional sale agreement and, also, provides the remedy for the owner or seller against the delinquent buyer. When this Bill is enacted, it will become illegal for sellers and their agents to seize goods sold under the hire-purchase credit sale or conditional



sale agreement, unless certain procedures are followed. The Bill seeks to protect buyers under these types of agreements from having their items repossessed in the event they have missed paying the instalment. It sets out the procedure which the seller has to follow in order to repossess an item should the buyer default in payment. The Bill is divided into four parts, with Part II dealing with the requirements relating to the hire-purchase, credit sale and conditional sale agreement. It prescribes the constituent elements necessary for a valid agreement. It also provides the circumstances in which the agreement may become void.

Clause 9 of the Bill seeks to protect the buyer as it proposes that every agreement shall have implied warranty that the buyer shall have and enjoy quiet possession of the goods, a right to sell the goods at the time the property is passed to him, and the goods are free from any charge or encumbrance. There is also the implied condition that where the buyer makes known the particular purpose for the item, the item shall be reasonably fit for that purpose. These safeguards will be welcomed by consumers. It should be noted that if the buyer decides that he does not wish to pursue the agreement, the Bill gives the buyer an option of withdrawing from a signed agreement, providing that within seven days a notice of cancellation is served on the owner. Even though the buyer enters into a written agreement, he can opt-out of that agreement by giving the required notice of cancellation within the specific time.

Part III of the Bill deals with recovery of possession and other remedies. It must be noted that under the common law, where a buyer defaults, the owner or seller can repossess the item bought under the hire-purchase agreement. Clause 17 of the Bill states that where the hirer has paid 70% or more of the hire-purchase price or the total purchase price, the seller would only be able to recover possession of the good by bringing actions against the buyer. In situations where less than 70% has been paid, the right to recover can be enforced where the seller gives the buyer 21 days' notice of his intention to recover the possession. This will give the buyer notice of the seller's intention and an opportunity to correct the situation by paying the instalment if he chooses. The seller's remedy against a delinquent buyer lies in an action in the Magistrates' Court.

Clause 27 of the Bill does not restrict the amount of money claimed in the Magistrates' Court exercising its civil jurisdiction. There is no limitation to the amount claimed under this Bill in the Magistrates' Court. It is perceived that matters take a shorter time to be determined in the Magistrates' Court, as compared with the High Court.

Therefore, litigation is expected to be of a shorter duration. Since the Magistrate is a creature of statute, this Bill should have given the Magistrate the authority to award cost to the successful party after the action is concluded.

We all know that litigation comes with a cost and sometimes a very high cost. We on this side have no issue with what is in the Bill. What we have an issue with is with what is not in the Bill. We have heard the cries of the Guyanese consumers that the total cost of purchasing under the hire-purchase arrangement is very high. One has to pay the down payment, the compound interest charged on the amount owed, the high-interest rates charged on the outstanding balance, making this type of transaction extremely expensive in the long run. Consumers complain that they sometimes end up paying two and a half to three times the cash price under the hire-purchase arrangement. This is due mainly to the substantially high interest rate charged. This Bill should have in some way addressed the concern of the high interest rates faced by the Guyanese consumers. Times are hard, our consumers are facing hell to make ends meet and to add insult of injury, the meagre 8% increase in public servants' salary in these times of increased cost of living is more than an insult to our hardworking public servants.

The Bill should have included a clause proposing to limit the amount of interest charged by the seller. We in the Opposition had recommended that there should be a limitation on the interest charged in the hire-purchase transaction. We also recommended that the Bill adopt and include a method of reducing balance in calculating the instalments as opposed to the compound interest method which is currently being used. It was recognised that these two issues were relevant and must be regulated.

Consumers across Guyana would have welcomed and appreciated the decision to limit the interest charged on hire-purchase, credit sale and conditional sale agreements. What would have been more welcomed than to have a method of payment where one pays, and the instalments get smaller by using the reducing balance method. As one pays, one pays both the interest and the principal and, therefore, as one pays, the principal becomes smaller and, hence, the interest is reduced. So, in effect, one pays less interest as compared to the fixed interest rate where the instalment is calculated using the compound interest and is fixed for the entire period. These two recommendations were made to the committee by our side of the House, and it was acknowledged that they had merit. Yet, without any discussion, they were cast aside. Not considered, not included in the amended Bill and we ask why? Was it

because we could not find a similar legislation from Trinidad and Tobago or Barbados to copy? Is this how we show care and consideration for our struggling consumers?

We are aware that consumers are faced every day with the high rising cost of living, and we should do everything in our power to make life easier for all Guyanese. By including these two recommendations, we would certainly demonstrate that this Government care for the consuming public. But, again, we ask, why were these two recommendations not considered? Was it because it came from the Opposition?

Mr. Speaker, these are my observations on the Hire-Purchase Bill 2020 – Bill No. 14/2020. I urge the Hon. Minister, even at this stage, to consider the recommendations of limiting the interest rate charge and using the reducing balance method for calculating instalments to include in the Bill, even if we have to take it back to the Special Select Committee. Let us give the Guyanese consumers a legislation that they deserve, appreciate and feel comfortable with. Let us include that which must be included for the benefit of our citizens. Thank you. *[Applause]*

**Minister of Agriculture [Mr. Mustapha]:** Mr. Speaker, before I get into my presentation, I want first of all to commend my Colleague, the Hon. Oneidge Walrond, for leading this Committee and we are here today with a Bill. A Bill that has seen 27 of the 30 clauses being amended. A Bill that we had wide consultation for with major companies, corporations and groups. All those contributions have helped us today to bring to this Assembly a modern Bill, a Bill that will help the future of our country.

Listening to the Hon. Rajkumar, I am very dumbfounded here today because he was a member of the Committee and, for the first time, I am hearing proposals from the Hon. Rajkumar. Mr. Speaker, like their coalition party, the People's National Congress (PNC), probably they have learned all the tricks now. We are seeing that they are saying that we should cap interest rate. To cap interest rate is to put in price control – what they did in the 70s and 80s in this country. When the PNC destroyed the entire private sector in our country and took interest rate up by 30% to 40%. That is the history of the PNC. Probably the Alliance For Change (AFC) now has been learning very swiftly. Mr. Speaker, when we come here, let us come with the facts. We came here today with a Bill that has the consensus of the Opposition and the Government and, also, all the stakeholders of this country. We came here today to pass a Bill that will modernise Guyana. This is because, today,

Guyana's economy continues to show positive growth and is among one of the fastest growing economies in the world.

3.30 p.m.

As a result of Guyana's fastest-growing economy, we are seeing many investors who are interested in setting up businesses in Guyana. Our Government has recognised that and has been exploring an array of investment opportunities aimed at modernising every sector of our economy. The development and transformation of the sectors are already becoming evident. As we can see, modern infrastructures and new businesses are being established. As the Government continues its attempt at stimulating the economy, it is necessary, therefore, that the laws are updated and modernised in keeping with Guyana's dynamic and diversified economy. As business booms, it is necessary that there are updated legislation that protect both businesses and consumers. In that stead, hire purchase, credit sales or conditional sales agreements constitute a large portion of retail trade in Guyana.

Specifically, hire purchase is one of the preferred purchasing options by many persons to be able to afford household items and equipment to improve their standard of living and quality of life. Hire purchasing is also done by many of our small businesses, agro-processors and farmers. Today, the second reading of this Bill comes after the Special Select Committee. I want to reiterate that the Special Select Committee on the Hire-Purchase Bill – which consisted of both Members of the Opposition and the Government – conducted the due diligence by publishing in the media and seeking comments and submissions from major corporations.

The Hire-Purchase Bill is a critical piece of legislation, given that Guyana's hire purchase law needs updating and there is a dire need to create a level playing field, where both vendors and buyers are adequately protected. Coming out of the process in the Special Select Committee – as I said – is a Bill which will benefit all of Guyana. This Bill will bring tremendous protection for ordinary citizens engaged in such transactions. As it stands, buyers make monthly payments toward the purchase price. I want to say to the Hon. Member, Mr. Rajkumar, that when the prices are displayed, the buyers have an opportunity for themselves to know the prices for the goods and they will make that decision. So, we will not impose Government control on the private sector, as the People's National Congress (PNC) Government did in the 1970s, so our country can go backward. We have a country that is moving; we have an economy that is moving;

and we have the fastest-growing economy in the world. That is where we are today.

So, we will not be a Government that goes back from progress...what happened to our country from 2015 to 2020. [Mr. Ramjattan: You are going back to 1970.] Cde. .... Mr. Speaker, what we have is an economy, as I said, that is booming. Today, we are the envy of not only the Caribbean but the world. It is not only because of oil and gas, but in all the sectors in our country we are seeing progress. You call it. Bills like these will stimulate investment; will stimulate progress; and make the small person, the small farmers, and the small miners move up and improve their lives.

Under this Hire-Purchase Bill, there are many recommendations that will protect, as I said, both the buyers and the sellers. As I said before, we have seen a number.... My colleague alluded to it. The Competition and Consumer Affairs Commission has received numerous complaints, valuing millions of dollars, involving hire purchase transactions. These complaints evidence a variety of trade malpractices due to the absence of hire purchase legislation. Today, we are here. We heard that since 1938 a Bill like this was passed in the United Kingdom (UK). We are the last in the Caribbean, according to my colleague, to pass and modernise this Bill. This shows the Government's intention in modernising our country and moving it to progress.

This Bill is important to all households and, specifically, Mr. Speaker... [Mr. Ramjattan: (Inaudible)] You had your chance from 2015 to 2020. You had your chance from 2015 to 2020 and never made an attempt. This was a commitment by the People's Progressive Party/Civic (PPP/C) Government. This was a commitment by the former Minister of Tourism Industry and Commerce, who is now the President of our country, His Excellency, Dr. Mohamed Irfaan Ali. Today, in 2022, we are here to fulfil the commitment of that PPP/C Government.

Mr. Speaker, I want to just deal with it from the agricultural perspective. In the agriculture sector, a large number of farmers seek to enter into hire purchase and credit sales to purchase farm inputs and farm implements such as tractors, bulldozers and combines, *et cetera*. In many instances, they complain bitterly of unscrupulous owners and sellers of farm implements. This Bill would now aid to safeguard the farmers of our country. This Bill will aid to safeguard miners of our country. This legislation will provide protection for hirers against immediate repossession in the event of default by hirers – that is, the immediate seizure of items would now be abolished. We know that this is a history in our country,

where many farmers have taken implement and equipment on hire purchase agreement and if they fail one month to pay the instalment, then the sellers could come and repossess it. Now, there will be full disclosure of the terms of the hire purchase or credit sales transactions to the consumer either before or at the time of them signing the hire purchase agreement. This will also end the exploitation of buyers by sellers – that is, stopping the harsh and unconscionable terms in this agreement.

This Bill is particularly supported since its enactment will have an impact on the agriculture sector. Farmers often use many different types of equipment to improve their production. These are expensive but necessary investments which allow them to remain productive. This Bill will allow our farmers to confidently invest in high value assets to improve their production, as hire purchase will now be seen by many farmers as a financing solution, which is safe and suitable for expanding their agri-businesses.

Mr. Speaker, please allow me to give an example. A farmer buys a combine harvester for \$10 million on hire purchase, he signs a contract with clauses he cannot possibly understand due to the legal language. Over the years, the farmer honours his commitment and makes payments for that combine harvester. However, due to heavy rainfall or other problems, he loses a section of his crop and cannot make his payment or meet his commitment. Currently, if one defaults on any payment, the seller can forfeit all the previous payments and repossess the item. In most cases, this is what happens. Going back to my example, the seller repossesses the combine harvester and then resells it to another farmer without giving the first farmer any of the money he has already paid. This Bill will abolish that. That is the protection I am talking about. We are protecting the productive sector in our country.

As I said, this Bill will help the farmers also to have payments that they have been making for machinery and other equipment to be as it is. I want to give another example here. Farmers, when they incur costs for machinery, are told that the machinery is field ready. What is field ready? Many times, farmers complain that they expend more money to make the machine field ready. For example, for a combine harvester, a farmer would have to pay almost \$400,000 to \$600,000 extra to build a shield to pick up the extra paddy that fall in the field. This Bill will help the farmers to save those moneys. This Bill will help the entire productive sector, likewise the small miners in our country.

Furthermore, persons buying vehicles on hire purchase will be protected by a note made on the Vehicle Registration by the Guyana Revenue Authority (GRA). This means we will all know when a vehicle is on hire purchases so that there is no double sale of the same vehicle, which is an everyday occurrence affecting the ordinary man in the street. Mr. Speaker, we always punish the defaulters but never reward those who comply with the rules. An encouragement to consumers to make payments early where possible is in this Bill. As we heard the Hon. Minister say, there is a 5% rebate on early payment. This is the law now in our country.

This legislation will provide much-needed protection for both consumers and suppliers. When a consumer purchases an item on hire purchase, it will now be the law that the correct information regarding the location of the goods is provided to the supplier. Mr. Speaker, as I said, the enactment of the Hire-Purchase Bill will address the issue faced by consumers and provide them with a legal channel for redress. Hire purchase consumers will now worry less after losing goods and items they purchased before this Bill. This legislation is indeed timely. This legislation will provide much-needed protection, as I said earlier, to the person involved in the hire purchase. This legislation will modernise our country. This legislation is in keeping with our Government's commitment to the people of our country, not only to build infrastructure and not only to improve other sectors, but to modernise the entire system in our country, where every stratum of society will benefit. Mr. Speaker, I commend this Bill to the honourable House. *[Applause]*

**Mr. Speaker:** Thank you, Hon. Minister. The next speaker from the Opposition is the Hon. Member, Ms. Walton-Desir.

**Ms. Walton-Desir:** Thank you, Mr. Speaker. Good afternoon. I was quite prepared to come here this afternoon and be my usual sanguine self, but I think I am precluded from doing that for a number of reasons. As has been stated, we in the Opposition supported the measures that have been put here today. I want to say to the Hon. Mr. Mustapha that, indeed, these matters were raised. I want to draw your attention to the Minutes of the 5<sup>th</sup> Meeting of the Special Select Committee on the Hire-Purchase Bill 2020 at paragraph 7.1 where it states:

“In response to a Member’s query on the limitation of interest charges or the method of calculating installments, the Committee agreed that this was a complex issue that must be regulated. In addition, the Committee acknowledged that it might require

the services of an accountant to examine the interest rates.”

3.45 p.m.

If we check the Record of the Proceedings of the Meeting, we will see that there was some discussion on this matter. The difficulty that I have is that it appears to me that my colleagues on the opposite side of the floor believe that because a measure comes from this side of the House it ought to be ignored. The Hon. Member stood there just now and spoke about rewarding buyers. The point that we are making about how interest is computed is a reward. This is so that people, as they continue to pay, pay down smaller. I am not an economist, but you are making the point that we are making on this side of the floor. But the reality is because it comes from this side of the floor, it cannot be accepted. In the minutes of the meeting of the Select Committee it states that it must be regulated. If we agree that it is a matter that must be regulated, then that is our role as regulators. This is the difficulty that I am having with my colleagues on the other side – the lack of legislative courage that they display.

They stand there and they heckle about why we did not do it during the years 2015 to 2020 and they operate as if the history of Guyana started in the year of 2015. They had 23 years to do this, did absolutely nothing and have come to say to the people of Guyana that they must be grateful that the Government has finally put this on the agenda. We have no difficulty supporting this Bill, but we have a problem with the attitude of our colleagues on the other side. I know the Hon. Mr. Hamilton is speaking after me and he will, in his usual bombastic manner, attempt to refute what I am saying but he will be unsuccessful. I want to say that we support the measures here, but we believe the more that we have outlined is possible. When my colleague was speaking here...and I hear my honourable friend on the other side, Mr. McCoy, talking about discrimination and about why am I not talking about the discrimination. I have 30 minutes and I am going to get to it. Hold tight.

The reality is that this Bill brings significant relief, but we believe more can be done. The difficult that I have, like I said before, is the lack of legislative courage. We have to begin to focus more on the quality of legislation. It appears to me that this Government intends to rush legislation through this House to say they did it without looking at the qualitative element of it. It is the same thing that they did with the issue of marijuana. They went around this country saying they were decriminalising it, misleading the small

man into thinking that they were going to be decriminalising this issue.

My colleagues and I, in the Select Committee, pleaded with the Chair of that Committee to demonstrate the type of legislative courage that our Caribbean Community (CARICOM) brothers and sisters demonstrated when came to the matter of marijuana and they failed to do it. This is because it appears that we somehow enjoy this position of being last in the Caribbean, as the Hon. Member, Mr. Mustapha alluded. So, I am saying in this House that we have to demonstrate the necessary legislative courage that would really impact the lives of the people. [**An. Hon. Member:** Speak to the Bill.] My colleague on the other side is talking about speaking to the Bill. Yet, when my other colleague, Mr. Rajkumar came up here...we must just say that we support and it will be the end of that. That is not the end of that, because as I am standing here, I will use the opportunity to say and to bring to our attention, once more, that the people of Guyana are suffering.

The Hon. Member, Mr. Zulfikar Mustapha, stood in this House and spoke about the flourishing economy. The World Bank report states that 50% of Guyanese are living below the poverty line. What are they talking about? Who is this wealth going to? Some 50% of the people are living below the poverty line. Then, at 3.17 p.m. this afternoon, we received an email for a supplementary provision of \$44 billion that is going to be considered at this sitting today. It tells me that is the real reason we are here. It is because they have to *dip into the kitty* once again to spend and spend and spend in a manner that is not impacting the lives of the ordinary Guyanese.

Let me say, Mr. Speaker, that you are seeing all around what we stood here and warned. We had no less a person than the highest office holder of the land threatening to remove contracts from the Ministry of Public Works to another. [**An. Hon. Member:** What is she talking about?] You all know what I am talking about. It is not only you all who can speak. I have the microphone now and I will speak. You all need to tell the truth that the Public Sector Investment Programme (PSIP) is collapsing because of exactly what we warned, which is that we do not have the capacity locally to carry through that type of project. We did not have the capacity, either in the private sector or the public sector, to undertake it. That is why the road from Grove Public Road cannot be finished and that is why you all are running around like *headless chickens* trying to implement a programme that we do not have the capacity to undertake.

As we are talking about the welfare of the Guyanese, I want to point out that Guyanese, the ordinary Guyanese and the working-class Guyanese, are finding it difficult to survive. Mr. Speaker, over the last two days, if you were to take an assessment, cooking oil that used to be approximately \$200 a bottle is now \$480 and garlic price has increased by another \$80. This is the reality. The daily commodities that people need to live in this country, they cannot afford. Then, the Government announced a measly 8% increase that they will tax. They have not even provided an increase that will allow Guyanese to meet the cost of food inflation, and they come here to talk about how they care about the people of Guyana. Those are the facts, and they cannot get away with denying the facts.

Soren Kierkegaard, one of my favourite philosophers, said that one gets fooled two ways: by refusing to believe what is true and by believing what is false, and that is what the PPP/C Administration want the people of Guyana to do. They want us to believe that they care when every action that they have taken show that they care about their friends, families and their favourite, and that is the end of that. The poor and working-class will have to get by however they get by. I want to say that we have to, as a matter of urgency, examine the circumstances that are facing the poor and working-class Guyanese. We cannot come into this House and pretend as though we are sitting in ivory towers and we out of touch with the reality of the poor and working-class. I have 30 minutes to speak. I have already spoken to the Bill, and I will use the rest of my time to say to us that we have to make meaningful provision for our people. We cannot continue like this in this House. Whatever it is that we are doing is failing to reach the people who need it the most.

We look at an 8% increase across the board...During our time in the Office, it was done on a sliding scale so that the people who needed it the most got the most, and those are the facts. Now, there is an increase across the board and the man at the bottom who needs it the most has to compete with the man at the top who already has it. We, on this side of the House, are saying that people are suffering, and we need to do more. We were quite disappointed that we could not debate the cost-of-living motion, but it is difficult for our people out there. I am saying that we came the House today and we spoke about making it better for the people of Guyana. Do you know what bothers me? I am standing here speaking about us intervening for the people of Guyana and my colleagues on the other side of the House are asking about relevance. We are speaking about one and the same thing. We are speaking about the people of Guyana. We are

speaking about making their lives better. That is what I am talking about.

**Mr. Speaker:** Hon. Member, I have listened, and I accept that is an example of relevance. So, reapply it now to the Bill.

**Ms. Walton-Desir:** Mr. Speaker, I will say this: we on this side of the House are the duly-elected representatives of the people of Guyana. In that light, I will address the matters that are relevant to the Bill and that I believe are connected to the Bill. Sir, I thank you for your caution, but I want to go on to say this. We are asking, based on the representations that we made in the Special Select Committee, that the Hon. Minister considers the issue of how the interest is computed, as it will bring real and meaningful relief. We do not need to wait to do it; it can be done now.

In the minutes they stated that they needed the services of an Accountant to do this. It cannot be that we cannot find an Accountant to do this. It is a question of the will of the legislators in this House and we are willing to sit with the Government and are willing to hammer out with them a draft provision to be included to bring the real and meaningful relief that our people need. With those few comments, we would like to say that, in principle, we support the Bill, but we believe that we need to demonstrate the legislative courage necessary to deliver real relief to the people of Guyana. I thank you, Mr. Speaker. [*Applause*]

**Mr. Speaker:** Thank you very much, Hon. Member. Now, it is the Hon. Member, Ms. Susan Rodrigues, to make her contribution.

4.00 p.m.

**Minister within the Ministry of Housing and Water [Ms. Rodrigues]:** Mr. Speaker, I rise to make my contribution to the Hire-Purchase Bill, Bill No. 14 of 2020.

The People's Progressive Party/Civic, as a political party as well as a Government, has been very consistent in outlining our vision for the transformation of our country. We have already seen the implementation of the transformational agenda we have outlined to the people of our country. We have seen the implementation of this vision across all sectors. It is in the education sector with the construction of new schools, the reinstatement of the cash grant to school children and the expansion of the breakfast programme. We have seen the transformation in the healthcare sector with the construction of new hospitals and with the delivery of service to be improved, in terms of quality, to the people of our country. We have seen already the transformation with

infrastructure in housing and in the extractive industries. I can go on and on about the accomplishments of our Government in a very short time, in over two years, from 2020 to now. Similarly, we committed to a transformational agenda in our legislative sector through the Ministry of Legal Affairs.

Today, we are here to pass another piece of legislation, in keeping with our transformational agenda and the reform of our legal and legislative sector. We have seen a series of amendments as well as new legislation passed here over the last two years. We have seen the Motor Vehicles and Road Traffic (Amendment) Act, which imposes harsher penalties for drunk driving, passed. These are transformational pieces of legislation and amendments that were not brought to this House previously. We have seen the passing of the Intoxicating Liquor Licensing (Amendment) Act, which imposes a duty on bar owners to refuse to sell alcohol to anyone who is visibly intoxicated. Today, we are here to pass another transformational piece of legislation, the Hire-Purchase Bill, to, as my colleagues before me said, modernise our laws and to ensure that all of the sectors are appropriately regulated.

This debate, while we are now getting into the first half of the speakers, has already been marred by the contribution of the Members of the Opposition, introducing topics and speaking about issues that have no relevance to this legislation. This has become the hallmark of the Opposition, deflecting and introducing new issues that have no relevance because they have nothing of substance to add to the legislation, and nothing of substance to add to the conversation. Also, they cannot speak about their own record because we all know that during 2015 to 2020, when they held the reins of power and they had the opportunity to make these amendments and to implement all of the things that they now come to this House to talk about, they did nothing. They squandered their opportunity to do so. The Opposition Member, Mr. Rajkumar, who was the last Minister of Business before we came into office in 2020... They had five years in office to pass this legislation. This Bill, I must say, was a Bill that our President, when he was Minister of Tourism, Industry and Commerce, had on his agenda to be passed in this House. Then, the Opposition went into Government from 2015 to 2020, albeit a great portion of that time it occupied office illegally. But they were there for five years and did nothing.

The Opposition came to the House today to talk about capping interest rates, which we all know is a form of price control. Our country is an open and free economy. We do

not practice price control. Again, this is another hallmark of the Opposition. It is the Opposition's legacy to interfere in matters in which Government should not interfere. We are an open, free and democratic society. We do not engage in price control.

You heard from the Hon. Minister, Oneidge Walrond, that 27 of the 30 clauses were amended during the consultation period and during the period that the Committee, which comprised of both Government and Opposition Members, met. This is evident that we were not averse to suggestions or recommendations either from stakeholders or from Members of the Opposition. All of these suggestions and recommendations were taken into consideration, and that is how we could have amended 27 out of the 30 clauses. I got the distinct impression, sitting on that Committee, that this Bill had a consensus. Then, today, we come to the House to hear all kinds of exterior matters being introduced. We heard the Hon. Member, Amanza Walton-Desir, and contrary to the Standing Orders...The Hon. Member is not here. The Hon. Member made her presentation and left and so she is not here right now. The Hon. Member spoke about the quality of legislation. Again, the fact that we were able to amend 27 out of 30 clauses shows that we did consider the suggestions and recommendations to improve the quality of the legislation.

The Hon. Member spoke about lack of legislative courage. It is unbelievable that a Member of the Opposition would speak about lacking legislative courage. May I remind this House that it is the People's Progressive Party/Civic Government that had the courage to pass legislation to remove mandatory jail time for possession of small amounts of marijuana. It was a controversial Bill but we had the courage to do it. Although the Opposition promised to do it, it spent five years in office and did nothing to pass this transformational and courageous piece of legislation. It was the People's Progressive Party/Civic Government that passed another piece of controversial legislation to decriminalise cross-dressing, and the Members of the Opposition opposed that legislation here in this House. When you want to talk about courage, it is the People's Progressive Party/Civic Government that has courage to take on controversial issues and get them through this House to protect the minority and to protect vulnerable people.

The Hon. Member, Amanza Walton-Desir, also quoted poverty rates from a World Bank report that highlighted statistics from 2019. This was after the A Partnership for National Unity/Alliance For Change (APNU/AFC) spent four years in office. This was after they had sent home 7,000

sugar workers, taking food out of people's mouths. This was after they had told the rice farmers that rice is private business. This was after they had imposed 200 hardship taxes on food items. This was after they had taken away the cash grant from the school children. This was after they had removed the subsidies from water and electricity. This was after they did all of this, putting people on the breadline and taking food out of people's mouths. This was after they had sent home 2,000 Amerindians, putting them out of work. The World Bank report of 2019 spoke to poverty rates after the destruction of the APNU/AFC in Government. But these are the people who will come to you and tell you that the sky is not blue and that your eyes are deceiving you. This is what we have had to put up with this current Opposition when they were in office, and now they continue to do the same in Opposition. They lack the courage to speak of their own record and so they cannot come here to talk about what they did or had planned to do. They have to deflect and they have to introduce all kinds of irrelevant matters, rather than focus on the matter at hand.

I want to come back to the Hire-Purchase Bill because this is an extremely important piece of legislation. For the benefit of those ordinary Guyanese who are watching and listening at home, they must have an appreciation, at the end of this debate, of what is in this Bill for them and the protection that it offers. In the law currently, if there is default of even a single payment, the owner is entitled to forfeit all previous payments and repossess the item. This was the greatest mischief that we are trying to remedy with the Hire Purchase Bill of 2020.

Let me take this opportunity to congratulate my colleague, the Hon. Oneidge Walrond, on having the courage to bring this legislation here for passage. Let me also express gratitude to the Attorney General (AG), who is not here today, but who was very instrumental in helping us to understand the provisions of the Bill and who made significant contributions, him and his staff, during the consultation period and during the meetings of the Committee. This Bill enjoyed over one year of public consultations, and we heard from all of the stakeholders involved, including the Guyana Bar Association, the Competition and Consumer Affairs Commission, and all of the companies in the hire purchase industry. My colleague, the Hon. Sanjeev Datadin, will, I am certain, go into a lot of the legal ramifications and compare, as it is now, the common law versus the legislation and law that we are trying to implement here. I just want to take a few moments to highlight some of the major provisions. The Hire-Purchase Bill, like I said, offers tremendous protection to

consumers before businesses can exercise their right to repossession.

I will deal with the protection of consumers first. Clause three sets out the requirements relating to hire purchase agreements. There are a series of clauses and subsections that state what these requirements are. For example, the agreement shall be in writing, therefore encouraging full disclosure. The buyer is made fully aware of the agreement and the clauses to which he or she is agreeing. The buyer has the right to inspect the goods and to ensure it is in satisfactory condition. There should be a statement of the hire purchase price or of the cash price of the goods to which the agreement relates, again encouraging full disclosure, the full knowledge of the agreement, and the price to which the buyer is signing on. The amount of each of the instalments, and the date or the mode of determining the date upon which each instalment is payable.

4.15 p.m.

Clause 3, subsection 3 says:

“An owner shall not be entitled to enforce a hire-purchase agreement...”

...unless the requirements, to which I just highlighted, have been complied with, therefore ensuring that the buyer is fully apprised of all of the details of the agreement so that he will not be disenfranchised later on.

We then come to default, which I said is the main mischief we are trying to remedy here with this Bill. The draft proposed that the owner or seller shall not enforce any right to repossession of the goods unless he has given to the buyer no less than 21 days’ notice of his intention to do so. The comments and the feedback from stakeholders in the industry indicated to us as well, even though they are the sellers, they were very considerate in their feedback to us. They highlighted that the current status of the law is very harsh, and the comments they sent in reflected that, in terms of default and repossession. In the event that the buyer has defaulted, he has 21 days in which to remedy that payment and, therefore, will be able to keep possession of the goods.

The restriction of owners’ rights to recover goods where less than 70% of the hire-purchase price has been paid is the major clause – where less than 70% of the hire-purchase price has been paid. Unless the buyer has himself put an end to the agreement or has committed some breach to pay an instalment of the hire-purchase price, the owner of the goods cannot take them back from the buyer, without the buyer’s

consent, unless the owner has given the hirer 21 days written notice of his intention to do so.

After 70% or more of the total purchase price has been paid, then, unless the buyer has himself put an end to the agreement, the seller of the goods cannot take them back from the buyer without the buyer’s consent, unless the seller obtains an order of the court. This provision is one that encourages fairness in the process and one that brings a balance and protection for people who enter into hire-purchase agreements. There is also protection for owners. Clause 8(1) imposes a duty on the buyer to give information as to the location of the goods and to inform the owner if he removes the goods from the address stated in the agreement and furnish the owner with a new address, inclusive of directions to the new address.

Mr. Speaker, when we were considering this Bill, we ensured that we brought balance to the process, that we brought fairness to the process, and that there was equal protection for both the buyers as well as the owners. There is also the onus on the buyer to ensure that he or she takes reasonable care with the goods while it is in his or her possession.

Concerning the re-delivery, an interim care of goods in the event of the cancellation by the buyer, this also generated debate and much discussion in the Special Select Committee. The industry stakeholders highlighted to the Committee that a buyer can cancel an agreement within seven days of its signing. The buyer is under no obligation to return the product already in their possession. It would be the owner’s responsibility to do so. Should the buyer choose not to re-deliver the product to the owner, the buyer is only obligated to take reasonable care of the product up to 21 days after notifying the owner of their intent to cancel the agreement.

It was pointed out to the Committee that the owner should not be made to suffer if a buyer chooses to cancel an agreement. It was recommended that the obligation should be the buyer’s to return the product to the owner since it is his desire to cancel the agreement. It was further recommended that the return should be within seven days as opposed to 21 days so that the owner does not lose any opportunity to re-sell. This recommendation, of course, generated much discussion in the Special Select Committee and there was consensus then, during that time. The Committee agreed that the buyer shall, at the same time of the giving of the notice of cancellation, or even prior to the giving of the notice, deliver the goods in his possession, to



which the agreement relates, to the owner or the seller at his own cost.

Just to give the context, what we reasoned was that if a buyer decides that he no longer want this product or the goods, then he should at that same time deliver the product or the goods to the seller, because he no longer wants it so he should no longer have it in his possession. If it is his desire to cancel the agreement, then it should be his expensive to ensure that it is re-delivered to the seller. As we considered the clauses of this Bill, we went through one by one, read line by line, and there were many meetings of the Committee of which some Members of the Opposition, although not all of them, were there. We sat down and we went through clause by clause, line by line, and made amendments where we could; we found consensus. There was discussion and many agreements on how we ended up amending 27 of these 30 clauses.

This Bill brings certainty and predictability in governing hire-purchase agreements. The Bill brings balance and fairness in this type of arrangement, both on the side of the buyer as well as on the side of the seller. After considering all of the mischief that the Hire-Purchase Bill seeks to remedy and the fairness with which it brings to the process, I commend this Bill to this honourable House for passage. [Applause]

**Mr. Speaker:** Do we have another speaker? Hon. Member Mr. Ramjattan.

**Mr. Ramjattan:** Thank you very much, Mr. Speaker. I thought we might have taken the recess now.

Mr. Speaker, I could not, not speak after hearing the last speaker giving her reasoning as to why we should not criticise this Bill – a Bill that is lots of cut and paste from what the United Kingdom has done and also what the United Kingdom has already amended to a modern legislation is something that we ought to strive for. If in addition to what we see in and around the Commonwealth as legislation pertaining to hire-purchase and we feel that there are some adds-on that we can put, namely the two points made by Mr. Rajkumar and Ms. Walton-Desir, Hon. Members, then why not? Why do we get the impression as Mr. Mustapha, the Hon. Member, indicated that he is dumbfounded as if the suggestion was never made. The suggestion was made.

I, myself, and the Leader of the Opposition were having a handle in relation to what was happening in that Special Select Committee. We thought that indeed it is a development to the legislation that we are cutting and

pastoring from the Commonwealth countries, that this add-on be given, knowing very well that it will help the consumers. If I were to give the example from Mr. Mustapha of one who buys a combine for \$10 million, the compound interest of \$10 million will be a big amount. Then, the rice farmer pays \$8 million. The compound interest with only \$2 million more to be paid is still \$10 million, on a \$10 million principal.

If we cannot find Accountants in Guyana, along with legislative drafters to ensure that the principal, having paid the \$8 million, is only now \$2 million, must the compound interest be on \$2 million? Then, we are not in any way developing as a nation. I know that there are brilliant Accountants around, and whatever the Accountants would have indicated, we have good legislative drafters that could have put that in the legislation. That is a good thing. [**An Hon. Member:** APNU did not have any...] The Parliament and the country, the Select Committee, can find the resources to do that. Do you want to throw the ball in our court now?

The suggestion was made. What would have been good is that just like you had the legislative drafters doing 27 amendments, you could have gotten the legislative drafters to do that. That is the point we are trying to make. The point we are trying to make is, that could have been an add-on that would have been a beneficial interest to the consumers of this country. They love to talk about how the consumers are their first choice and will be given priority. In this kind of demonstration, you then make the effort. Now that the entire Committee agreed, from the notes of the records, to regulate this thing, why not do that?

This kind of attitude of giving the impression that the Opposition's say must not have its way, is not going to be of any good governance principles; it will be outside. The impression is being given, as I have often said, that history begins with 2015. They have gone back to 1934 to talk about the legislation. I recall that even when I was a Member of the People's Progressive Party (PPP), as President of The Bar Association of Guyana, I had spoken about this matter but it did not happen. For one reason or another, it did not happen. You do not take advantage now and use that as a political limelight, that under your Administration you had... I was there in the PPP. From 1992 right down to 2015 it did not happen. [**An Hon. Member:** (Inaudible)] Now that it has happened, and it has happened almost three years into your term, whatever it is, let us not make that the argument. The argument is, let us not make that an argument. Let us make the argument as to what could have been done to even

enhance the Bill for, especially, our poor people in this country. That was the suggestion, to get the compound interest reduced as we go along.

4.30 p.m.

This talk about compound interest, is it going to bring price control? It is absolute nonsense. How is that going to bring price controls. It brings more fairness. You are an Economist, Mr. Speaker, or a man of some economic note, so you would understand that it has nothing to do with price controls. They try to muddle the issue by saying it is price control. What is price control? They get this thing, and they want to confuse it. It would be important that they open themselves to further amendments. It may not happen now. All that we have there we support, but we would have supported two additional add-ons. The fact that they are criticizing us for the add-ons, which they themselves indicated ought to be regulated, is against and even contradicts their arguments. I am urging that they still have an open mind for the sake of the poor people of the country and the consumers whom we are fighting for and whom they ought to fight for.

If you did not know, Mr. Speaker, a lot of what caused the delays in this thing – and I remember it all – is a lot of influence from these sellers. Sellers in Guyana have tremendous influence and they were the ones who were saying a whole set of things, but I am glad now that they came around and they indicated that they are going to support this and we now have a Bill that will be, in a way, the law that will govern it – the Hire-Purchase Act. It is fundamental to consumers; it is fundamental for sellers; but we still feel that the additional two things should have been given, and proudly so, since they always like to say that they are a working-class Government, but they are now being influenced by the big boys and favourites and families and so on. That ‘Jaganite’ PPP is no longer there. [**Mr. Mustapha:** *(Inaudible)*] It is no longer there. They may want to talk plenty about the working class but when they get an opportunity, at the suggestion of the Opposition, to please do something for the working class, they say no, that is price control, and they muddle up the whole thing.

Please, I urge them... This is a Bill that we support. I want to go on record that, yes, indeed, we support it, but please do not give the impression that we did not do something to further enhance it for the workers of this country. They denied that. They must say that they denied the two add-ons. Thank you very much, Mr. Speaker. [*Applause*]

**Mr. Speaker:** Thank you very much, Hon. Member Mr. Ramjattan. Now, for the Hon. Minister of Labour, the Hon. Joseph Hamilton.

**Minister of Labour [Mr. Hamilton]:** Thank you very much, Mr. Speaker. Let me rise to commend my colleague, the Hon. Oneidge Walrond, for bringing this piece of legislation to the National Assembly.

This question of hire-purchase has always been a vexed issue for the ordinary consumer. I am sure many of us could relate to people who have had incidents with going out someplace, parking their vehicle, then returning and the vehicle is not there, and they were told that the seller *via* his instrument, the seize man, had taken their vehicle. We have had incidents of seize men, as they call themselves, going to people’s homes to repossess items. Sometimes there have been incidents when the police had to be called in. So for the ordinary person this legislation is useful.

Let me say this to our colleagues across the meadow. What our colleagues forever fail to recognise is that everything we do – this Government – every legislation we bring to this National Assembly is part of keeping the faith, where we said to the Guyanese people, we will make life less burdensome for you. If one pays attention to this legislation in isolation, one is missing the development of Guyana over the last two years and months. This is just another measure, another welcome measure to ease burdens of the ordinary people in this country. Let me say this, for one of the speakers across there who spoke to this issue, even quoting and seeking to paint us with their deeds about the poverty numbers under their stewardship: If one pays attention to Guyana now, this Guyana, today, the evidence will be borne out that more money is in people’s pockets under this PPP/Civic Government. If one pays attention to retail sales, the businesspeople will inform you that more people are shopping because more money is in the pockets of ordinary people. The evidence should be borne out for my people across the meadow.

If one wants to check the ordinary Guyanese, whether they are doing better two years into our Government, one should have paid attention to the fact that hundreds of people feel confident that they could stand at Main Street from midnight to 2.00 a.m. to get credit and to do hire-purchase at *Courts*. That is a confident set of people. They believe that under this Government, they know that they are doing better. They know that they will do better. Again, the Hon. Member, Ms. Walton-Desir, went into all kinds of things about 8%, and she did not even... Importantly, if one wants to be fair and

honest, when one speaks about 8%, one must also speak about the other measures the President spoke to regarding the disciplined services. That is how one must do it. One cannot just talk about 8% and leave. One must also speak about more measures the President indicated will be coming to public sector workers.

Let me correct this for the *Hansard*: The Hon. Member deliberately indicated in this National Assembly that the People's Progressive Party/Civic promised to decriminalise marijuana. I want to put that on record to correct that falsity. That was deliberate because she must know that at no time in our conversation we ever, no Member of this Government ever... We were always careful in indicating to the Guyanese people what we were attempting to do is to keep young men out of prison, in large measure, for small pieces of marijuana – *spliff*.

If one looks at the presentation from the goodly people across the field, I am always concerned for my colleague Opposition Members because when they are not in Government, somehow, they are the *brightest bulbs* in Guyana, but given the opportunity to perform, to make changes, to do things... My Colleague Susan Rodrigues spoke to the fact that the now President left this legislation. The Hon. Rajkumar spent part of the time at the same Ministry and the legislation did not see *the light of day*, but today he can say to us what should be in the legislation and what should have happened. Importantly, one of the things he mentioned is the reason why my colleague, Mr. Mustapha, spoke to the fact that Mr. Rajkumar spoke about capping interest rates. In a free, open economy, is one asking the Government to put in legislation to do that? That is the reason why Minister Mustapha spoke about us not being in the business of price control.

When one looks at the Bill before us, and many of the clauses, it will help ordinary people to protect their investment. Mr. Ramjattan just spoke, and part of what he said is that somehow we were afraid of the sellers – he was trying to say something to that effect – and that is what delayed the Bill. The fact is, as indicated by Minister Walrond, this piece of legislation is measured and balanced. That is what it is about. For people who do not run Government, like the Opposition, one could throw in anything or attempt to throw in anything in any place. When one runs Government, one has several sets of people to listen to. When one enacts legislation or attempts to enact legislation, one has to have legislation that is balanced and measured, that protects, importantly, the interest of all people on all sides in the matter.

If one looks at some of clauses... I do not want to go through them. Some that I paid attention to, such as clause 22, speaks to rebate. Insurance companies give rebates on insurance premiums to persons who are good drivers or safe drivers. There are some insurance companies that give rebate on one's premium for fire insurance. Therefore, I believe it is a useful thing. It is a good thing that the hire-purchase people, the sellers, should give rebate to buyers who are up to date and are paying their instalments based on the agreement set out. The other one that I looked at is clause 23 that speaks specifically to the expiration date. Let me read it. Clause 23 deals with the notice of default:

“Where goods are being let under a hire-purchase agreement or sold under a conditional sale agreement and less than fifty percent of the hire-purchase price or total purchase price has been paid... the owner or seller shall not enforce any right to recover possession of the goods unless he has given the hirer or buyer... notice of his intention to do so.”

Earlier, I spoke to many persons who lost their cars after parking it and going to do business. When they returned the men who sold them took the cars away when they had already paid 80% or 90% of what the cost of the vehicles should be. The other clause I paid attention to is the issue of a notice of cancellation of an agreement.

4.45 p.m.

There have been incidents where once a person signed on with one of these agreements, the sellers did not want him/her to get out of the agreement at all. They just say that ‘you have already signed, forget about your notice, forget about your change of heart and forget about your change of mind’. Now, that ensures that he/she has a period when he/she could come out of one of these agreements that he/she has entered into.

When one looks holistically, and that is to my good friends across there, whilst they are attempting to say to the country that the Bill is not super because we did not accept their two recommendations to be placed in the Bill – that is basically what they are saying, that they can support the Bill, but they had two recommendations that would have made the Bill exceptional – there is this other conversation we hear, the Hon. Members, Ms. Walton-Desir and Mr. Ramjattan talking about cutting and pasting. I am not a lawyer but, as I understand it, legislation is developed in jurisdictions based on what exists in other jurisdictions, one adds and takes away things for ones' circumstance. Most legislation that are

presented, some parts of it, are coming from some place. The Opposition is trying to denigrate the work – that is what it was tempting to do – of the Minister who is presenting this legislation, and we cannot let them get away with that. The thing is that they had their opportunity and what did they do? We always have to go back to that. When they are seeking to castigate and denigrate, as indicated by my colleague, Ms. Susan Rodrigues, they do that because they cannot speak to their record because they have no record to speak to. What have we done? They could make no comparison to what we are doing because they did little or nothing. In many instances, the Opposition comes to this National Assembly and even seeks to own projects that rightfully were developed by the PPP /Civic. They try to own them because they have nothing. They come here and talk about projects that they did not conceptualise and execute – nothing at all – but suddenly it belongs to it.

As I said when I started, we are seeking to bring an end to a vexed issue that has affected thousands of people in this country, thousands of ordinary people, thousands of poor people. Today, we are attempting to give them some protection as they go out and get involved in hire purchase and different types of arrangements. The Government must be commended for that. The Government should not be castigated for doing that. This is another measure, and that is why, again, I make the point: We have committed to the Guyanese people that we will, every day, work to ensure that we remove burdens that are upon them, and this Bill is another measure to do that.

I have no hesitancy in supporting this legislation that was long overdue. I am confident that the Guyanese people will be pleased that the PPP/Civic Government has brought this legislation to the National Assembly so that they could be helped, in the future, as they get involved in seeking to develop their lives. Thank you very much, Mr. Speaker.  
[Applause]

**Mr. Speaker:** Thank you very much, Hon. Member, Minister of Labour. Hon. Members, I suggest we press on to complete this Bill. I also want to say that the Hon. Members Dr. Vindhya Persaud, Minister of Human Services and Social Security, and the Hon. Attorney General did ask leave for this session. I have on my list another Member from the Opposition, so I will call on the Hon. Member, Mr. Sanjeev Datadin.

**Mr. Datadin:** Good afternoon, Mr. Speaker. I rise to support the Hire-Purchase Bill, Bill No. 14/2020. I wish to place on record my full support for the passage of this Bill, as

amended, into law in Guyana. It is a seminal piece of legislation which will change positively and improve immensely the commercial landscape in Guyana. It is noteworthy, and should be put on the record, that as far back as 2013, Guyana's then acting Minister of Tourism, Industry and Commerce, a Minister Irfaan Ali, publicly, on the 22<sup>nd</sup> March, 2013, spoke about the need for the protection of 'the rights of consumers in a growing credit-driven economy'. He emphasised the need for the right legislation framework to be implemented so that rights of consumers could be protected. The then Minister emphasised his belief that a hire-purchase act was essential in the business landscape of Guyana. He disclosed that the Ministry was working on a suitable Bill to take to Parliament. Alas, in 2013, this House was in a different climate and time, much regrettably, was not possible nor achieved. However, the promise was that a Hire-Purchase Bill would be introduced in this House for passage one day. I am happy to say, today is that day.

A hire-purchase agreement is a security instrument; nothing more, nothing less. It was developed and has been in use since the mid-nineteenth century in England. It was an important device and is credited with fuelling the industrial revolution. It was initially developed to facilitate the sale of sewing machines of the *Singer* brand, in particular, in England, and it has been in use in Guyana for transactions of every kind. It is principally, and could only be used, for transactions relating to chattels or removal property. In Guyana, its most common usage is in relation to retail furniture and appliances in retail stores and, of course, the sale of motor vehicles. Its use is prevalent and what cannot be understated is the commercial activity in Guyana that has been supported by hire purchase agreements in the last two decades. It is a unique device of the English law provided for and provided to buyers and sellers of various goods. It meets the needs of persons of a specific category or should I say disposition. It provides for those who may not find it easy to secure financing from financial institutions or traditional lending agencies. It has the effect of making the seller of the goods the lender.

It may be useful, as a starting point, to identify a little of the characteristics of a hire-purchase agreement. Essentially, it is simply an agreement for the sale of a chattel or movable property, for example a car. Essentially, it is like if we were speaking of a house, it is renting with an option to buy. That is essentially what a hire purchase agreement is. A person pays an option fee when he/she signs the agreement. That option fee, the payment, is consideration for him/her, at law, to exercise the option to purchase, so what he/she does is continue paying what is effectively the rent for the

chattel/the car, on a monthly basis usually, and by virtue of that option fee he/she is able to, upon paying what is an agreed valuation, which we consider and classify as the purchase price, pay all the rental instalments then, the car becomes his/hers. The characteristic of it is that the ownership does not pass to the renter or the buyer until the last instalment. There are similar agreements to this which are also covered by the legislation. So if we were to examine what would be the effect of the hire purchase, it is in fact classified in law as unsecured lending, whereby the ownership does not pass until the last payment is made, but it is essentially the seller operating with a buyer on the understanding that upon the payment of all of the rent due under the agreement, ownership will pass.

There is a commercial need that needs to be fulfilled and needed to be fulfilled in the sale of chattels/ movable property. This is a device to fulfil that. There was no independent security attached to the sale of the goods, whether it be a car, a television set or a fridge. There was usually no independent security.

5.00 p.m.

There is, of course, at law, the ability that one gets a guarantor in the event that the primary buyer is unable to pay. These other and additional forms of security have developed overtime where sellers would want multiple securities for the transaction. This piece of Legislation covers that as well. Essentially, what would happen is if all the payments were not made, then all one would have done is paid rent. So, one had no right of ownership, which was a situation that was recognised and established by law, where one gets no right in what one rents. That is *as old as the hills*. The hardship that happened or was visited upon a buyer who was paying all of this rent in the expectation that he would one day own.

Now, in land transactions, houses and other transactions like that, there would be arguments about one to have equitable interest. There would be some recourse, perhaps but there are no equitable interests in chattels; one either owns it or one does not own it or one rents it. That is why this particular device had the effect that it did. One had to weigh that up against the seller who wanted to be sure that he received all of his money before he parted with possession. Going through the process, when one has paid rent and it is close to the full purchase price, if one did not pay any further instalment, one would lose it. Most of the people who are in that situation felt heart down by. At common law, because

what they were paying was only recognised to be rent. The law was powerless essentially to help them.

It is only legislative intervention to the common law that such assistance can be achieved. This Bill seeks to be that intervention. It is useful to differentiate a hire-purchase agreement from a conditional sale agreement, credit agreements or other agreements that are similarly titled. What happens then, essentially, is ownership passes. What one has is the obligation to pay the instalments. If one is in a hire-purchase agreement and stops paying, then that is it. One loses possession of the goods and does not have to pay anymore. Conditional sale arguments and credit agreements are different. One would still be bounded to make those payments and, simply, cannot opt out because ownership has passed. In simple terms, this option to purchase is what makes the hire-purchase agreement unique and it is what is addressed in this Legislation to alleviate the hardship.

The other types of agreements which I mentioned, such as credit sales agreements and conditional sale agreements, when ownership passes under those agreements, there are different considerations. This Hire-Purchase Bill covers all of those three situations. It is interesting that this Bill was introduced on 10<sup>th</sup> November, 2020, to this House and the hard work of the Minister of Tourism Industry and Commerce must be commended. Similarly, the hard work of our Attorney General for allowing this Bill to benefit from extensive consultation and contribution from across Guyana to render it as one of the most progressive pieces of Legislation on the issue of hire-purchase anywhere in the commonwealth.

In that vein, Mr. Ramjattan who has left suggested that the Hire-Purchase Act in England was somehow more advanced than had been amended. The Hire-Purchase Act in England was passed in 1964. I dare say, this piece of Legislation, by far, supersedes the advancements of that piece of Legislation had introduced. That Legislation has been amended in parts by consumer affair Legislation but, in substance, it had not changed. Adequate protection to both, the seller and the buyer, is essential for commerce. If it is heavily favoured to either side, any financial instrument that does that would fall into disuse. It would not achieve its purpose as a commercial instrument. If it favours a buyer too much or a seller too much, it will fall into disuse. This Bill does an extraordinary job in balancing those provisions.

A significant part of the Legislation is in Part II. It changes the common law and the existing position in Guyana. It requires a separate and a specific note or memorandum to be

given to the seller of the cash price. It used to be that the cash price...well it has to be stated in the agreement itself. A common complaint is, the cash price that is mentioned there does not include supposed peripherals or added fees, such as things to do with such as late payment, interest, penalty fees and recovery fees. These things would not usually be included. The Legislation requires now that a separate note be given so that the seller knows what he will recover and the buyer knows how much he is on the hook for in advance, separate from the credit agreement, the conditional sale agreement or the hire-purchase agreement. It goes further than this. It requires that the note not only include the cash price, but it must say how much would each instalment be, identify the date on which the instalment is due and, specifically, set out how many such instalments must be paid. It also states, very specifically in our law, that it must identify the exact chattel.

We have to understand why that was necessary. What would happen is that one might have a hire-purchase agreement stating that we are selling someone a Toyota Tacoma. There is about 10 million Toyota Tacoma manufactured every year but, which one is being sold? The same would be for a Frigidaire refrigerator. Specific identification means one must now get down to the nitty-gritty; the Vehicle Identification Number (VIN) numbers that are written on vehicles, the serial numbers on refrigerators, one must now include that specifically. It is not a Tacoma for a Tacoma, a refrigerator for a refrigerator. That protection in itself is a sea-change in what consumers, the buyers, will benefit from. If this is not done, the seller cannot come to cease the goods subject of the agreement. We easily know that the seller's real power under the agreement is that he could always cease the chattel itself. He could resell it and recover his money again. He cannot do that if he does not comply with giving the note insisting on the details. He also cannot recover against any other guarantor, not only the buyer, but anyone who would have guaranteed. The Legislation takes a very unique approach, because if the seller wants this right, which is the sole right that the hire-purchaser gives him to his advantage, he must comply. It would be unimaginable that if the noncompliance rendered the seller powerless so the Legislation comes back to equality. What happens if the seller did not do that before he comes to cease, or to take possession, or to recover the chattel, he must go to a Judge. It is not unilateral; it is not done by one parking his car somewhere as the Hon. Member, Minister Hamilton, said, and a person can come back and it is gone, that cannot be done. It must go to a Judge. The Judge must understand whether it is reasonable in the circumstances to allow the

forfeiture to take place. He must understand the reasons for the alleged default are. Did the seller tell the buyer what he had to pay? Is he sure of the date of payment? Is he certain of the interest rate that applies? These are issues that one will explain to a judge. If one has not complied with the statutory provision and has informed the buyer, then a judge is empowered to give him/her a relief. The Judge could exercise his discretion and say well look, you might not have complied with the letter of the law, but you should still benefit from your bargain. That is an advancement that most of the Commonwealth does not have.

We get to Part III of the Legislation which is innovative. What it does is, it requires all hire-purchase agreements such as mortgage, transport, bills of sales to be now registered in the commercial registry. The commercial registry is required by law to maintain a register that anyone could access. You know, Mr. Speaker how it is with little Caesars. You go to access the register and they say, why yuh want it? *Wuh yuh* come here for? The law states, very clearly, no reason need be given. All one needs to do is to say that he/she wants to examine the register in relation to X. One does not need a reason because it is recognised that whenever one says that one has to have a reason, one is imbuing the person to whom the reason is given with a discretion to decide on whether that is good reason or not a good reason. Registers of property, of interest, the more open those registers are, the more transparent they become because everyone can see exactly who owns the property, who has a charge on the property and there is no dispute.

5.15 p.m.

Part III of the Legislation from sections 16 to 21 make that mandatory in Guyana.

Now, Part IV of the Act which is sections 22 to 33 – 11 simple sections – effectively take an instrument that is 200 years old and makes it better. The change that has been effected could not be understated. We know that the recovery of possession is the object of a hire-purchase agreement but one could no longer break into property and seize the chattel. One cannot go in the middle of the night and break into people's houses and take away their fridge and their stove or break into the garage and take away the car. Under hire-purchase agreements, the common law permitted forcible and independent unsupervised recovery. That is no longer in existence in Guyana when this Bill becomes law. Those things could no longer happen.

It is not that it cannot happen but before one does such a draconian thing, he needs to go to a court, he needs to inform

a judge and he needs to enforce recovery in the normal process that every other debt is recovered by a marshal of the court. Now, there is also a restriction which says that if 70% of the price is paid there will be no seizure. It does not mean that the seller is disadvantaged in that he is without a remedy, of course, he is with a remedy. He could now go to the court, he could now... but he has to be given a notice, a 21 days' notice within which he can remedy his default at which point the seller would have no need to enforce or no ability to enforce because there would be no breach. Even if it is less than 70%, a notice for 21 days needs to be given to the buyer before any action could be taken.

The involvement of the court system is innovative because what it does now, if a person is really a buyer who does not want to pay, he is being difficult, is hiding and being mischievous, then he should not really be protected by a court and it is unlikely that a Judge will protect him in such circumstances. If, however, there is hardship and the buyer misses one payment, has been late and is willing to commit to the court a schedule by which he will complete his payments, then he is very likely to get the assistance of a court and the legislation provides specifically for that there should be a disclosure to the court by the buyer that 'look I will be able to make these payments.' The law must serve two masters always. It must serve the consumers because they are getting an advantage of financing, perhaps, in circumstances they otherwise could not and it must serve commercial interest because it is, in fact, an unsecured loan that is being given. One does not want a situation where someone who is given an unsecured loan and has been given a car cannot ever recover his money. This legislation admirably balances those two competing interest.

Now, Mr. Speaker, permit me to address, if only briefly, what has been raised by the Hon. Members on the opposite side of the House. They are harping on about essential issues of interest, there must be no compound interest and reducing balance should be the way by which the payments are calculated. It may have escaped them that compound interest is repugnant to the common law. This imposition of compounded interest requires more. In the event that they are to find some piece of legislation to permit it, it would still have to be agreed to by the buyer of the chattel and if at any time that buyer was to recognise that the interest payments were unconscionable, he has a recourse, as with every agreement, to the courts. He can go to the court and say to the court that 'this bargain is unconscionable for these reasons. The court would not permit enforcement of such an agreement but for one to go about dictating interest rates and for one to go about dictating reducing balance as opposed to

a fixed balance, then one is medalling in the realm of commerce.

People are adults and must have the ability to make their own bargain. They must be able to negotiate a deal and then be bound by it. We have heard it a lot in another field, more related to my friend, the Hon. Minister of Natural Resources, but sanctity of contract applies to all contracts, Mr. Speaker. Unconscionable contracts, in relation to chattels, the courts have corrected for centuries. There is no need to attempt legislation to interfere with commerce. Now, there is also the matter of jurisdiction and there was adverse comment about the jurisdiction being in the Magistrates Court and saying that it should be in the High Court. This is what happens with the greatest of respect when we do not read. The section is without prejudice to the jurisdiction of the High Court in appropriate cases, the Magistrates Court in its civil jurisdiction shall have jurisdiction.

Now, it cannot be more clear than that. Without prejudice to the jurisdiction of the High Court means; the High Court has the jurisdiction too. Now, we might want to say, why, with the Magistrates Court? The answer is very simple. There are three high courts in our beautiful country: in Georgetown; in Essequibo, it is at Suddie; and in New Amsterdam. There are only three high courts or three locations where there are high courts. There are Magistrates Courts in every other village. They are far-flung. They are across the nation. It is so much more accessible for one to be able to go to a Magistrates Court to resolve his/her dispute. The most important thing, Magistrates Courts is because of their accessibility they are invariably cheaper for the litigant to go to. The rules of the Magistrates Courts lend themselves very well because it is filling up forms and such. That makes it very easy for a litigant to access the court.

Now, it is important to emphasise what the Hon. Minister of Industry and Commerce said. Now, there are various legislative schemes that exist in law, some legislation, especially those that relate to controlling the conduct between parties to an arrangement, for example a contract, well marriage is a contract or anything similar, the law always and invariably would allow one to contract out of the legislation which means that the legislation affords one the protection but if the person is a big man and does not want the protection, he could do as he likes. This legislation does not. It clearly states what are the terms that must be included in the agreement. One must put in the agreement the right of the hirer, the buyer, to terminate. He must be specifically informed by a notice.

There is a restriction on the owner's right to recover at more than 70% payment; that must be expressly stated. Now, in the agreements, the inclusion of that is not or... The legislation goes beyond that. The legislation does not only state that one must include this in the agreement. The legislation states that when one includes in the agreement that for the purposes of this agreement, the seller is the buyer's agent, which is usually common because it involves matters such as registration of a vehicle *et cetera*. When the seller's seize man goes in the middle of the night and takes it, the seller wants to be able to have something stating that the seller is the agent of the buyer because the buyer would want the registration in his name now and seller certainly would not come to do that for him.

There are these clauses that are put in; it is common in mortgages incidentally but one would say that the seller is the buyer's agent. The law states that if one does that the clause is void. The law sets about stating what the seller must include. It also states that if one fails to obey the law, the statute, and he includes it anyway, no court can enforce it. One cannot contract out of the law to gain an advantage that the law deliberately intended should exist. Now, it is not legislation that should be construed as being against a seller because for those of us who practice in the courts in Guyana, in many instances with the existing Regime, a person is able to go to court and stave off the effects of a hire-purchase agreement but that is a steep hill to climb. It is time consuming. It is expensive. What this law does now is to put both sides on even footing and say to the parties if they cannot agree, then they can go to the court and the court will decide their dispute but they have so much opportunities before they get to that final stage, before they get to the end of the road that they can resolve this by themselves.

5.30 p.m.

If I may add personally, this piece of legislation is so innovative and it takes Guyana down such a path that what it will do now and what it bodes well for commercial activities is that that legislation is now going to hold the balance of transactions. We hear people saying, in many cases, that agreements are unfair. When legislation holds the balance, Judges have the power to protect the citizens.

Mr. Speaker, allow me with those free words to commend this Bill to the House and fully support it being passed as amended. I thank you, Mr. Speaker. [*Applause*]

**Mr. Speaker:** Thank you very much. Hon. Member Mr. Datadin. To conclude the presentations, here is the Hon. Minister of Tourism, Industry and Commerce, Ms. Walrond.

**Ms. Walrond (replying):** Thank you, Mr. Speaker. First of all, I would like to thank my Colleagues for their support of this Bill. I would like to address just a few of the points raised by Hon. Members of the other side. They have accused us of railroading the Bill through Committee. This was one of the criticisms raised by one of the Hon. Members. The records of the meeting show that in many cases, the Members on the other side were actually in the majority. In fact, at a particular meeting that they made reference to, with the issue of the interest rates that was raised, the Members of the other side were in the majority – 3:1 – in terms of attendance.

What happened here, in my considered view, is that Members of the other side have once again failed to take care of their business. They never took up this pressing issue in any subsequent meeting; never pronounced or elucidated on the issue at all; when the Committee concluded its work, they made no objections; and when we resolved to put the work of the Committee back to this honourable House, once again, no objections were made. It seems that they have come here today, believing as the Opposition that they must find something, anything, to oppose. They picked their own omission to present and make an issue of it. This is a particular characteristic of our Colleagues on the other side, where they consistently fail to take responsibility for things of which are their own doing.

The Hon. Member, Mr Ramjattan, accused us of inventing the issue of price control when it was raised by some of my Colleagues and conflating the issue of compound interest with price control. This is not true. In fact, the Hon. Member Mr. Rajkumar said in his objections that the compound interest should be prohibited and substituted with reducing arrangements – reducing balances. Those same *Hansards* that they referred to stated Mr. Rajkumar as saying that interest rates should be capped. In fact, the very record refers to him saying that there should be limitations on interest rates. This is the exact point on which we have objected; there should be no capping. We are not making this up. There was no popular articulation of the point here.

We would like to make it clear that we do have different philosophies, on this side of the House, against the Opposition, on how market forces operate. We believe in a relatively lighter touch. My Colleagues, on this side, have dealt wholesomely with the record of the Opposition and their feigned, controlled and planned economies of the 1970s and 1980s, so I shall not go those over. We have seen what the hard and harsh control measures put in by the Government have done to our economies in the 70s and 80s,



what they have done to the ordinary people and how they have decimated this economy. That record remains and is there for us to see. We do not agree that our approach should be controlled. We believe in market economics and *the proof of the pudding is in the eating*.

Take the banking sector, for instance, I know of no obligation in law for banks to offer reducing balances on loans but most of them continue to offer that arrangement on loans and mortgages. They do so, in my considered view, because of competition with each other to offer attractive financial products to their customers. The Government does not have to control those things; the market will take control. The hire purchase market, in my considered view, will inevitably follow that suit.

The Hon. Member, Ms. Amanza Walton-Desir, in her feigned concern for the working class coined that 50% are living below the poverty line; Guyanese are finding it difficult to survive; and yet hits the eight per cent increase that Government has recently announced. She has chided our Government for not doing it on a sliding scale. She criticised the PPP/C Government and said that this is not the way it should be; it should be done on a sliding scale. What the Hon. Member has failed to realise is that apart from the eight per cent increase, we have also realised and played... Many others have benefitted from a sliding scale that Ms. Walton-Desir has said that we do not apply in the economy. Those members have been the Disciplined Services – the Guyana Police Force (GPF), the Guyana Fire Service (GFS), the Guyana Defence Force (GDF) and the rural constabulary. In fact, a large part of those that they have accused us of discriminating against, have benefitted from permanent increases in emoluments because we are a government who cares and we are a government who values these people. There will be many more who will continue to benefit. So, not only did we give the eight per cent increase and this was criticised, but the same people who the Opposition have cried that they are living below the poverty line and are being left out to survive in the wilderness – there has been this feigned concern – are the very people they removed when they were there in 2015 to 2020. When they were in power, they removed the year-end bonus from these very same people who the Hon. Member, Ms. Walton-Desir, is now crying are struggling to survive.

We are not fooled and the people of Guyana will not be fooled by this feigned concern for the working class, the working people, of Guyana. To think that the Opposition would use this opportunity to, once again, pretend that they care about the working people is quite a crying shame. The

Hon. Member, Mr. Ramjattan, spoke about amending the Bill in the future. Members would recall, during my presentation that I alluded to the fact that in the process of monitoring and amending, we will consider the possibility of amendments in the future. While differences in ideology do arise and we do not agree to cap interest rates, the issue of contention in principle, where we agree to the process of continuous monitoring and amendment as proposed by the Hon. Ramjattan, certainly will be considered as we continue to implement this Bill. I do appreciate the support the Hon. Member, Mr. Ramjattan, has expressed for this Bill outside of that particular issue.

With those few words, Mr. Speaker, I thank, once again, my Colleagues on this side for their support. I ask that the Bill be read a second time. Thank you very much.

**Mr. Speaker:** Thank you very much, Hon. Minister. Hon. Members, now we have two issues to deal with – one is the adoption of the Report of the Special Select Committee on the Hire Purchase Bill 2020. That will clear the way for us to put the Bill as amended by the Special Select Committee on the Hire Purchase Bill to the House and have the second reading. Just one second.

#### **Report of the Special Select Committee on the Hire Purchase Bill 2020 – Bill No.14 of 2020**

**Mr. Speaker:** Thank you very much, Hon. Members. Hon. Members, now we have the Report of the Special Select Committee on the Hire Purchase Bill 2020 which had long sessions. We all know the genesis of this Bill was interesting to read and hear the comments. It has been a contentious Bill from the time even when I had to deal with it. I am so pleased that today we have a report, except for maybe two issues that are consensus.

*Question put and carried.*

**Mr. Speaker:** Having heard the contributions and the adoption of the report, I now move that the Bill be read a second time.

*Question put and carried.*

*Bill read a second time.*

*Assembly in Committee.*

*Bill considered and approved.*

*5.45 p.m.*

*Assembly resumed.*

*Bill reported with amendments, read the third time and passed as amended.*

## COMMITTEE BUSINESS

### MOTION

#### ADOPTION OF THE REPORT OF THE PUBLIC ACCOUNTS COMMITTEE ON ITS EXAMINATION OF THE PUBLIC ACCOUNTS OF GUYANA FOR THE YEAR 2016

“BE IT RESOLVED:

That the Report of the Public Accounts Committee on its examination of the Public Accounts of Guyana for the year 2016, be adopted and refer the Report to the Government for consideration.”

**Mr. Figueira:** “Be it Resolved: That the Report of the Public Accounts Committee on its examination of the Public Accounts of Guyana for the year 2016, be adopted and refer the Report to the Government for consideration.”

*Motion proposed.*

**Mr. Speaker:** Hon. Members, the motion is proposed. Hon. Member, Mr. Figueira, you may proceed.

**Mr. Figueira:** It gives me no joy in presenting this 2016 Report, so late to this House. A Report more than five years old. This Report is one of the most compact of its kind laid in this House since 2012. It entails a number of excellent recommendations that were fashioned by the wits and experience of the learned Mdm. Teixeira, the erudite Juretha Fernandes and all other members, including the Hon. Ganesh Mahipaul, who is at home living with the injustice of a suspension designed in part to reduce... He is at home living with this suspension, and I believe it was an act to reduce his potency in the Public Accounts Committee (PAC), but what good would this achieve for accountability in 2022? It is mind-boggling that the 2016 Report is now being considered in this House, and I would like to say, as a matter of fact, that we believe this is a political ploy by the Government. I will say what I am speaking about...

**Mr. Speaker:** Hon. Member I am just trying to follow you....

**Mr. Figueira:** Yes.

**Mr. Speaker:** ... and I know you were speaking, your points at order was this suspension. The suspension was as a result of action in this House and a decision of this House. I do not know how that has to with a ploy of the Government.

**Mr. Figueira:** Well, I am about to get there.

**Mr. Speaker:** I would not allow you to get there, we are done with this suspension. Could you stick to the Report?

**Mr. Figueira:** We believe that actions were met out in this House to slow, to stymied, hinder and unsettle the work of the PAC by the Government, who are against looking at the Auditor General’s Report two years at a time, something that was done as far back as 2010. This strategy to intentionally stall the work of the PAC by not having its members available to get the new quorum, the very quorum that the People’s Progressive Party/ Civic (PPP/C) impose on this Committee by the tyranny of its one seat majority.

Since the imposition of the new quorum of the PAC meeting, five meetings were cancelled because of the absence of the PPP/C members, including the last three meetings of the previous month. It is the action and actions like this we believe are deliberate to not allow accountability and transparency. We believe as a result of this, the country suffers. This is done while the Government elevates its propaganda. At the rate of the PPP/C in allowing the PAC to meet, we will see the 2020 reports laid in this House until 2030, and you by then.... [**Mr. McCoy:** You, who?] The Hon. Speaker, we believe you, by then *Inshallah*, along with many members on the other side would be caring for grandchildren. This approach of good governance....

**Mr. Speaker:** Hon. Member I have the honour for caring for grandchildren, right now, I do not have to wait.

**Mr. Figueira:** You will have more, that is what I said,...

**Mr. Speaker:** Okay.

**Mr. Figueira:** ...at the rate of how this Government is allowing the PAC to meet. This approach, we do not believe *augurs* well for good governance, for transparency and accountability. Is this good for the functioning of the PAC? That is the question to be answered. In essence the PPP/C wants the current years issues in the Auditor General’s Report to be interrogated when the interest in those issues have *waded* in the hope that the population would not take an interest in it anymore. The PPP/C refuses to meet more than once *per* week to get through a single event as it is against examining two years together. How else can one describe the PPP/C setting a quorum that two members on each side must be present to start a PAC meeting but increasingly, only one of its five members avail themselves. What it shows is the glaring hypocrisy that embodies the PPP/C. While the PPP/C was in the Opposition, it talked down on the ministers being in the committees during the

last Government, but it is doing the same thing today, and it is using it as an excuse for not attending the PAC meetings.

We have on the PAC the most senior member in this House with a wealth of knowledge and experience spanning more than half of my age. This individual is not just the Government's Chief Whip, but she is the Minister of Parliamentary Affairs and Governance. The Hon. Member is the lead person on the PAC for the Government side. This is concerning for us, and I recall the Hon. Member Minister Mustapha said, 'bring the facts when you are on the floor, and that is what I intend to do. This is what the Hon. Member proposed in 2016, in the *Stabroek News*, the year for this very report that we are debating here tonight. The Hon. Member while speaking on the motion in the National Assembly, to enable for the continuation of the work of the Committee that started in the previous Parliament said:

“We still feel that the presence of ministers on the Public Accounts Committee... goes against the grain of the constitution and the standing orders...”

That is what the Hon. Member said. She further added:

“...recognises that the PAC's work involves the oversight and accountability of government expenditure. “Therefore the presence of two ministers...we want to register on our side of the House, that we are totally opposed to this as it does create conflict of interest and it can compromise the ministers themselves and even the PAC...”

Words beautifully put and profoundly felt. But were those words genuine? Those words then were true as it is today. The Hon. Member Mdm. Teixeira sits as a Member of the PAC with convenient convictions. It is sad, and what is even more sad, this is the Minister of Parliamentary Affairs and Governance and who is tasked with policing governance of institutions which includes the Parliament Office. To add to the profoundness of Minister Teixeira's words were the views express by the astute colleague of hers, Dr. Vindhya Persaud, who quoted in the very said article stating,

6.00 p.m.

“...there is no objectivity when a minister sits on a committee which deals with matters related to his or her portfolio”.

The Hon. Member further said:

“We are very disturbed and disappointed and it does not lend to the vision of our country where we want

to see more objectivity, transparency and accountability...”

The Hon. Member said:

“...I feel if we want to proceed in a manner where this sector can be recognised for the work that it is doing, we need to rectify this...”

Today, I wonder if Dr. Persaud still has that vision if the Hon. Member still feels that way because the Hon. Member chairs a sectoral committee that deals with the line of her Ministry. This is the People's Progressive Party Government at its best; they do as they say and not as they do. Does the Hon. Member still have that vision for the country? Does she and her colleagues still feel the same way as they did in 2016? Today, we are going to be lectured by the very people who break and sets their own rules. *Oh Beautiful Guyana*. I, thank you. [Applause]

**Mr. Speaker:** Hon. Member, you may just want to propose that the motion be adopted. Hon. Minister of Public Works, the Hon. Bishop Juan Edghill. Sorry.

**Minister of Public Works [Bishop Edghill]:** Mr. Speaker, we had a wonderful afternoon here at the National Assembly, and it would appear that we just had a commercial break. A commercial break that was largely based on comedy, because we are discussing the adoption of a Report here. I just want to state some simple facts, so that the people of Guyana could understand why we had that diatribe. We are considering, this afternoon, the adopting of a Report that was considered by the Public Accounts Committee that scrutinised the A Partnership for National Unity/ Alliance For Change (APNU/AFC) Government's performance in office the year 2016. That is the issue here this afternoon. Every other thing that was discussed is a grand effort at obfuscating what is in the Report. It is seeking to hide from the record...

Hon. Member Mdm. Teixeira and Dr. Vindhya Persaud are capable of defending themselves at any time, but I want to tell you what is in the Report. This Report examined government ministries and agencies, its performances, and what transpired. That is recorded by the Auditor General. Accounting officers and their teams came before the Public Accounts Committee to answer the questions and to bring clarification. At the end of that process, the Committee made findings and recommendations, which are contained in this Report. I would like to read from page 9 of the Report. Page 9, subparagraph h) states:

“h) The Regions continued to have a large number of vacancies;

There were many instances of overpayments to contractors by all Budget Agencies, some reimbursement pending for years;

Full payments were made for goods, services and works in breach of the Procurement Act;

There was non-delivery of items after full payments were made by a number of budget agencies;

Delivery of items after full payment came in some cases, a year or two (2) later, which was a breach of the Procurement Act;”

Under paragraph 13.0, it states:

“13.1 The Public Accounts Committee noted that, there were numerous instances of overpayments to contractors by some Ministries, Regions, and Agencies at the time of reporting. The overpayments resulted from payments made for works without prior assessments.

13.2 Some of these agencies and Regions were as follows...”

At the top of the list:

“Ministry of Public Infrastructure”

This Report reminds us that we still have scales that were paid for that are not yet produced, scales that were paid for in full. That is why we had this diatribe, to attack the Minister of Parliamentary Affairs and Governance and to deal with quorum. This Report speaks to the performance of the APNU/AFC in 2016. I have the Auditor General’s Report of 2016 if any Member would like to question if what I am saying is factual. The Ministry of Presidency is the apex institution that promised the Guyanese people for good governance, transparency, and accountability; “vote APNU/AFC”. Listen to the Ministry of Presidency’s record—it is in this Report, which they are trying to hide from—contracts signed, moneys paid, goods not delivered, companies cannot even be found. That is the reason why Mr. Figueira ignored the Report and went to a comedy show that brought entertainment.

This Report speaks to an issue that the people of Guyana must know about. That is that many of the accounting officers appointed by the APNU/AFC, when they were expected to appear before the Public Accounts Committee,

could not be found. Mr. Figueira should have been addressing the issue this afternoon. One man could not have been found until he appeared in a photograph at a particular time where another Hon. Member was present. Then, we had to start writing to the Commissioner of Police and so on to talk about how we get people’s whereabouts, if they are in the jurisdiction or not in the jurisdiction. There were people who served this nation under the hand and authority of the Finance Secretary (FS), in keeping with the Fiscal Management and Accountability Act (FMAA), who spent public moneys under the APNU/AFC, who did not appear before this Committee to deal with the 2016 Report and to ensure that the people of Guyana got answers for moneys that cannot be accounted for. That is what Mr. Figueira should have been telling this House this afternoon. That is why they are hiding from obfuscation. I want to read from page 9 of the Report. [**An Hon. Member:** (*Inaudible*).] Because I am dealing with the report, not Mr. Figueira. It states:

“General Challenges Observed Across Budget Agencies

12.1 The Committee began its deliberation of the 2016 Auditor General’s Report on the 19<sup>th</sup> February, 2018. Some of the general challenges observed by the Committee across various budget agencies were:

a) Accounting Officers and Engineering staff were cited for signing off on incomplete and unverified projects;”

In 2016, under the APNU/AFC, which promised Guyana good governance, transparency, and accountability, put us into Government. You told this nation that the PPP/C was corrupt, to get them out, that we will bring a change and we will ensure there is transparency, accountability, and good governance. The Public Accounts Committee Report that is laid and being adopted here this afternoon found that that same Government, in 2016, had accounting officers who signed off payments using public money for things that were not certified, verified, or even checked. That is in this Report. That is why the Gentleman behaved the way he behaved, the Hon. Mr. Figueira.

Subparagraph b, at paragraph 12.0 on page 9 of the Report:

“b) There existed...”

Listen to the language, Mr. Speaker and Hon. Members.

“b) There existed persistent, non - adherence to Stores Regulations, Fiscal Management and

Accountability Act, and Procurement Act by the Accounting Officers;”

It did not just say that there were some breaches but “persistent non-adherence”. Subparagraph c:

“a) There were several instances where monies were not refunded to the Consolidated Fund at the end of the financial year;

b) They were some agencies that failed to submit financial statements within the statutory period to the Auditor General;”

In this Report, we had to address a vexing issue in 2016 about the Georgetown Restoration Fund at the City Hall. Mr. Figueira does not want to discuss that. Mr. Speaker, I want to read what the Auditor General said, and then I will tell you about what transpired in the Committee.

“The Ministry for the year budgeted \$200M...”

That is 2016.

“...for Georgetown restoration initiatives. According to the Appropriation Account, the full amount was expended as at 31 December 2016. According to the Integrated Financial Management Accounting System (IFMAS) the full amount was paid to the Mayor and City Council of Georgetown via three vouchers in 2016...”

6.15 p.m.

“...As at 22 December 2016, the Council submitted a report on capital works with expenditure amounting to \$173.505M. This resulted in the Appropriation Accounts being overstated by \$26.495M. The amount of \$173.505M was expenditure on five projects and \$42.123M for the purchase of office equipment and furniture. Although some of the capital projects were completed, contract documents and the related payment vouchers were still not presented for audit examination. The expenditure are detailed in the table below.”

*Hon. Member displayed a document.*

This Report contains the fact that when the Mayor and City Council of Georgetown appeared with the Ministry of Communities at that time, what did we find? Vouchers were paid without the necessary authorising signature—great transparency and accountability. We clap and applaud the

People’s National Congress (PNC) at the City Hall. This Report reminds us, tells us, and it contains the fact that people were paid, and there were no signatures to indicate that they received what they said they were paid. I clap for that again. If this happened in 2016, could you imagine what took place after the No Confidence motion of 2019 and what transpired in early 2020 when we were in limbo, waiting for democracy to prevail, and you want us to examine 2019 and 2020?

**Mr. Speaker:** Hon. Member, you are going into the realm of speculation to 2019 Auditor General’s Report and that is an opinion which will have to be prosecuted at the Public Accounts Committee. I think we should leave it for that time. Thank you.

**Bishop Edghill:** I will be so guided.

**Mr. Speaker:** Go ahead, Hon. Member.

**Bishop Edghill:** Thank you, Sir. I would also like to remind this House, and it is stated in the Report. Let me make sure I find the page. It states:

“The National Assembly, at its 29th sitting dated June 14, 2021, successfully passed a motion (Resolution 22) to remove Mr. Patterson as the Chairperson of the Public Accounts Committee.”

That is in this 2016 Report. [**An Hon. Member:** (*Inaudible*)] I know you want me to wrap up, but I will speak the truth. The reason why the current Chairman of the Public Accounts Committee did not want to deal with the contents of this Report is because he does not want the nation to be reminded why such actions had to be taken. Since we had a thorough debate in this National Assembly, I would like to remind you that in 2016, when we were examining these actions, there was great reluctance by the then Chairperson. They even allowed due process to prevail at the level of the Committee to ensure motions that were being put to the floor were properly addressed, and we had to come to this National Assembly to resolve that matter. The facts are known. I want to continue with the Report. At paragraph 14.0, page 11, it states:

*“Specific findings with regards to overpayments by Budget Agencies to contractors:*

(i) Their works were incomplete, but the works were signed off by Engineers as complete and hence contractors were paid”

Mr. Speaker, there needs to be something that is established in this House, and I guess every Hon. Member must agree,

the Accounting Officer in every budget agency, whether the People's Progressive Party/ Civic (PPP/C) is in government, which we will be for a long time or the A Partnership for National Unity/Alliance For Change which was in the period 2015 to 2020, is the Permanent Secretary or the Regional Executive Officer (REO). What we found happening at Public Accounts Committee is that there was a blame-switching and there was a deliberate attempt by the distinguished suspended Member, who Mr. Figueira, Hon. Member wanted to bring into the discussion this afternoon, because the role he was playing was not to get the Accounting Officer to answer but to switch the blame to some engineer or some technical officer.

While it is true that engineers and technical officers advise Permanent Secretaries, the Accounting Officer is the head of the agency who must satisfy themselves that everything has been done before signing off. If we are going to improve accountability in this country where public moneys are concerned, we have to put that on the record. Accounting Officers cannot switch the blame to technical officers. We have to ensure that you satisfy yourself. There were variations that were done and paid for to contractors, without approved variation Orders. At paragraph 14.0 it states:

“(iii) Contractors completed unapproved works.

(iv) There were discrepancies in measured works between the Ministry's Engineers and the Engineers at the Audit Office.”

This was often a matter of contention. Engineers are saying they paid for measured works in 2016, a period when the APNU/AFC was in Government and when the Auditor General's Office went with their engineers to measure the same thing that they measured, we are getting two different measurements. Of course, it would appear that the people of Guyana would conclude that we had difficulties there with Maths. Having considered the several discrepancies, inconsistencies and breaches that were found in the examining of the 2016 Auditor General's Report and examining those officers that appeared before us, we made some general recommendations. The recommendations include:

“(i) Accounting Officers should ensure that they are in full compliance with the Fiscal Management and Accountability Act 2003 (FMAA)...”

As a Member of this Committee, I would like to report to you, in asking us to adopt this Report and to adopt the recommendation, that there were Members who were

appointed as Accounting Officers under the APNU/AFC, who did not know what the FMAA stated. When questioned and when put to them, some of them never read it. The issue of overpayments was also addressed. The issue of staffing and hiring of staff was also a matter that was featured because there were sometimes serious debate and discussion about authorised strength as against who was hired. The recommendation is that; at 15.0 (iv) states:

“(iv) Accounting Officers should write the Public Service Ministry requesting the creation of additional posts for more technical staff...”

To ensure that they have the engineers and the necessary people to carry out the functions, so that they could be no excuse. We recognised that the hinterland regions continue to pose some difficulties and mainly because of logistical issues and overpayments because of the time communication and the rest of it did occur. We made some recommendations about how we need to improve that to prevent overpayments, particularly to staff, people resigned and are still getting paid, and things of that nature. So, we made some recommendations to improve on that.

We were able to go through the Report of the Auditor General, and we highlighted some agencies in this Report, on page 12, that were found to be in breach of the country's financial legislation. The Ministry of Communities breached several times the Municipal and District Council Act, Chapter 28:01, Section 177. The Ministry of Natural Resources, we are talking 2016, breached the Fiscal Management and Accountability Act, 2003, Section 55. The Ministry of Public Infrastructure – breaches of the Procurement Act of 2003. As a matter of fact, if you read the Auditor General's Report, you will want to know if we ever had a Procurement Act when it comes to the Ministry of Public Infrastructure. That is why this Report is so important tonight. We had the Ministry of Health. [**An Hon. Member:** Where is Karen?] I am coming there. Up until now we are still trying to rectify if the money that was sent to Central Ministry of Health from the regions bought drugs that were sent back to the regions.

6.30 p.m.

If the Combine Requisition and Issuing Vouchers (CRIVs) were reconciled, if the Stores Regulations were met... This is 2016 we are talking about. We all know that during that period, there were various reports that were made public of shortage of drugs and the irregular procurement of drugs and other supplies – the Ministry of Public Security's breaches of the Procurement Act 2003. The Ministry of Public

Telecommunications – it would appear that it did not follow, at all, the Fiscal Management and Accountability Act (FMAA). For Region 6, there were several breaches of the Stores Regulations and the other one which was cited was Region 10. Yes, Mr. Figueira – Region 10. There were breaches of the Procurement Act 2003. If I go to the Report, it will tell you about awards where there are no Tender Board minutes; awards that went to the bidder that one does not even know if it was the highest, the middle or the lowest.

The purpose of the Auditor General bringing his Report to the National Assembly is for it to be laid and scrutinised by the Public Accounts Committee (PAC). When the Public Accounts Committee is finished scrutinising it, the Public Accounts Committee comes with its report. This report, once adopted, calls upon the Government to take action to implement the recommendations. We have to now get laid in this National Assembly a treasury memorandum of which the Minister of Finance will have to tell the House what actions they will take to correct these issues. Tonight, we are hearing about quorum. Tonight, we are hearing about Ministers sitting on committees. I want to say in response to something that Mr. Figueira said. If one is going to come to this House, and one is going to say what Ms. Teixeira said when she spoke about Ministers being on committees, at minimum, kindly tell this House what the Government's response was at the time. Did you do anything to change it? You said it was justified, it was all right and it is well. Why are you using an argument that you did not agree with then to justify and make a case of something that cannot hold now?

As I close on this Report, I want to explain something that is necessary to respond to. Mr. Figueira referred to the fact that there is a political ploy to prevent the examination of the People's Progressive Party/Civic's (PPP/C's) term in Office. We are examining, and we are dealing with the 2016 Report. We have completed 2017 and 2018. We are waiting for the draft report which will also come to this House. Mr. Figueira, if he is still the Chairman, will present those reports of the findings of the Public Accounts Committee and recommendations. We will have an opportunity to debate that report, table it to the National Assembly, and ask the Government to provide the treasury memorandum. We now have to continue the work of the PAC to examine 2019 and 2020. When that is finished, we will come to the National Assembly, we will present those two separate reports, we will debate them, we will present them, and the Government will have to respond. We will then come to the years that the PPP/C is in Office, and we will do the same thing.

We should not stand in this hallowed Assembly and pretend as if what we should be doing right now is forgetting what happened in 2015 to 2020 and let us start dealing with 2020, 2021, 2022. No, Sir. The people of Guyana must know how their moneys were spent and they must also get an idea of what the findings were when the Auditor General's Report was examined in the Committee, where the accounting officers had an opportunity to defend their actions and to highlight if the Auditor General accurately reflected what was transpiring at the time. This Report tells us that the Auditor General's findings were accurate, the challenges that were faced, and the recommendations to improve it. We must ensure at all times that reports that come to the National Assembly, that are sent to Committees – like the Auditor General's report that is sent to the PAC, are adequately, properly scrutinised, dealt with carefully to ensure we strengthen the accountability framework of this country and we do not run away.

We cannot hide from our record. The A Partnership for National Unity/Alliance For Change (APNU/AFC), no matter how uncomfortable or inconvenient it is, 2016 were your years and the contents of this, and this, reflect your failure to practise what you told the people of Guyana that you will bring transparency, accountability and good governance. I ask that the Report be adopted, Sir. Thank you very much. *[Applause]*

**Mr. Speaker:** Thank you, Hon. Minister. Hon. Chairman of the Public Accounts Committee, Hon. Member Mr. Jermaine Figueira, you have the floor.

**Mr. Figueira:** Thank you, Mr. Speaker. **[An Hon. Member: *[Inaudible]* Oh. Go ahead.**

**Mr. Speaker:** I did not know that I vacated the seat. I see that you are inviting someone to speak.

**Mr. Figueira:** My apologies. I do not want your work, Sir. Mr. Speaker, I listened to the presentation by the Hon. Member...

**Mr. Speaker:** Just one moment, Hon. Member. Does the Hon. Member Ms. Fernandes want to speak to this Report?

**Ms. Fernandes:** *[Inaudible]*

**Mr. Speaker:** That is all right. My indication was that there were going to be two speakers.

**Mr. Ramjattan:** *[Inaudible]*

**Mr. Speaker:** Hon. Member Mr. Ramjattan, please.

**Mr. Ramjattan:** *[Inaudible]* indicate.

**Mr. Speaker:** You did indicate...

**Minister of Parliamentary Affairs and Governance and Government Chief Whip [Ms. Teixeira]:** Mr. Speaker...

**Mr. Speaker:** Hon. Minister, you have the floor.

**Ms. Teixeira:** The understanding I had from both Mr. Figueira and Mr. Ramjattan was that there would be one speaker for the Opposition and one for the Government. If there has been a change, I have no objection to it, except we will add additional speakers now.

**Mr. Speaker:** Exactly.

**Ms. Teixeira:** What is it? Do we keep to the agreement or do we not?

**Mr. Speaker:** Hon. Members, the Standing Orders are quite clear. If there is a speakers' list, we stand by that. If there is not, the Speaker calls on a Member who first *catches his eyes*. We had an agreement that there will be two speakers and the mover of a motion has the right to close. That is why I called on Mr. Figueira. I am not going to have Members now deciding who will speak and who will not speak. As far as I am concerned, I received the speakers' list and I have called on the Hon. Member, Mr. Figueira, to close the debate on the adoption of this Report. Hon. Member, Mr. Figueira, you may proceed.

**Mr. Figueira:** Thank you, Mr. Speaker. I want to...  
[*Interruption*]

[*Mr. Speaker hit the gavel.*]

Mr. Speaker, thank you for your protection. I have listened to the Hon. Member's presentation and listening to it, one would want to assume or draw the conclusion that this present Government's performance and their accounting officers' performance are performances that are stellar. We have had reasons to send several of the present accounting officers back to go and ensure that their *houses were in order*. [*Interruption*]

[*Mr. Speaker hit the gavel.*]

Mr. Speaker, the present Minister of Public Works, under his Ministry where he is the Minister, the Auditor General's Report for 2020, page 484, recommends that the Ministry be prudent in how it manages the affairs of its contracts. And, he is here criticising the performance of the previous Administration as if his stewardship, presently, is faultless. A plethora of findings in the Auditor General's Report of 2020, under your...

**Mr. Speaker:** Hon. Chairman of the Public Accounts Committee...

**An Hon. Member:** [*Inaudible*]

**Mr. Speaker:** All Members of the Public Accounts Committee will get an opportunity to prosecute that at Committee and then we will have that Report. Go ahead, Hon. Chairman.

**Mr. Figueira:** Thank you, Mr. Speaker. The Report and the recommendations put in the 2016 Report, those recommendations that I spoke to and some of the recommendations that the Member spoke to were not essentially fashioned from the findings of the 2016 Report. It is reflective of the present-day circumstances and the consistent flaws of accounting officers repeating over and over, year after year, the very mistakes that the Auditor General has identified. We fashioned those recommendations that are reflected in the 2016 Report with the hope that the performance of present accounting officers for the respective agencies, once the Minister approves it, and the fellow Ministers and accounting officers read that report, they will put themselves in order. This is because we have seen a consistency of repeated actions – the overpayment of contractors and all of those very said observations that those reports would have reflected. It continues to happen. The role of the Public Accounts Committee should be bipartisan. It is our hope that, as a Committee going forward, the politics in the Committee should be diminished because our primary role is to ensure that the Government's coffers, the people's money, is properly accounted for.

6.45 p.m.

We are being derailed as a Committee from executing those functions by the action of this present Administration to stall the work of the Committee. We, on this side of the House, exhibit the professionalism that is required to give absolute scrutiny of all accounting officers that comes before us. We had accounting officers under the Coalition Administration that I as the Chairman recommended that they go back and *get their house in order*. This is because I am of the view that the Public Accounts Committee of the National Assembly, of the Parliament of Guyana, holds enough responsibility to ensure that good governance is achieved. We need to aspire as Members on the Public Accounts Committee to ensure that our work is not politically influenced. This is because everybody on the Public Accounts Committee, in my view, when we are perusing accounting officers' performance, should ensure that Guyana



is looked at first and not political sides. That is what I as a Chairman endeavoured to do, but we would have to stop trying to score cheap political points with the business of ensuring that accountability and transparency is achieved at the level of the Public Account Committee. I am disappointed that we have Ministers of the Government, our learned and one of the most experience Members of this House, criticise ... and she is still the lead Member of the Public Accounts Committee.

**Mr. Speaker:** Hon. Member, you were doing really good when you said that the recommendations here and the treasury memorandum would inform those current persons. You were going really good. Please stick on that line.

**Mr. Figueira:** Thank you for your guidance, Mr Speaker. I would want to appeal to the learned Madam Teixeira, who is most experienced in my view in this House, to lead the charge. You and many of your Colleagues have indicated that the Government side has competent people, so I am suggesting that you lean on your very own recommendations that you put when you addressed this House concerning Ministers not sitting on the PAC, to recuse yourself and advise your fellow Minister to recuse himself from the PAC and allow the other competent non-ministerial holders to come and represent the interest of the Government side on the Public Accounts Committee. With that said, Mr. Speaker, I would like to thank you.

*Question put and agreed to.*

*Motion carried.*

*Report adopted.*

## **ADJOURNMENT**

BE IT RESOLVED:

“That the Assembly be adjourned to Monday, 5<sup>th</sup> December at 10.0 a.m.”

**Prime Minister [Brigadier (Ret'd) Phillips]:** Mr. Speaker, I move the adjournment of the Assembly to Monday, the 5<sup>th</sup> December at 10.00 a.m.

**Mr. Speaker:** Thank you, very much. Hon. Members the Assembly now stands adjourned to Monday, 5<sup>th</sup> December at 10.00 a.m. Have a good night.

*Adjourned accordingly at 6.50 p.m.*