

CHAPTER 236.

EAST DEMERARA WATER CONSERVANCY.

Loan.

REGULATIONS

relating to moneys to be borrowed by the East Demerara Water Conservancy Board pursuant to section 19(3) made by the Governor in Council under section 25 on the 15th August, 1936.

Regs. 15th
Aug., 1936.

1. These regulations may be cited as the East Demerara Water Conservancy Loan Regulations. Short title.

2. In these regulations, the following expressions shall have the meanings hereby assigned to them— Interpretation.

“bonds” and “bond issue” mean the issue of loan certificates by the Board more specifically referred to in the first schedule to the Trust Deed;

“loan” means a loan raised by the Board pursuant to the provisions of section 19 (3) of the Ordinance;

“the Board” means the East Demerara Water Conservancy Board constituted by section 4 of the Ordinance;

“the Ordinance” means the East Demerara Water Conservancy Ordinance;

“the Trustees” means the party of the second part or their nominees as designated in the preamble to the Trust Deed and in clause 14 thereof;

“Trust Deed” means the instrument set out in the schedule to these regulations.

3. The loan authorised by section 19 (3) of the Ordinance for the purposes set out in section 19 (1) of the said Ordinance shall be raised in accordance with the provisions of regulation 4 of these regulations. Issue of approved loan.

4. Such loan shall be borrowed from and through the Trustees by means of a bond issue, and the bonds issued by the Board, as to their nature, form and denominations and as to the conditions of their renewal and cancellation, and in all other respects whatsoever shall subject to the provisions of the Ordinance be regulated and determined as between the Board, the Trustees and the bondholders in the manner set out in the Trust Deed and in the schedules annexed thereto. Method of borrowing and nature of bond issue.

Reg. 4.

SCHEDULE.

TRUST DEED.

This trust deed made at Georgetown, in the Colony of British Guiana the.....day of.....1936, between THE EAST DEMERARA WATER CONSERVANCY BOARD (hereinafter called "the Board") of the one part, BOOKER BROTHERS McCONNELL AND COMPANY, LIMITED, a Company registered in England but carrying on business in this Colony at lot 52, Water Street, Georgetown, and appearing herein by their duly constituted Attorney—Frank Alexander Mackey, (hereinafter called "the Trustees") of the other part.

WHEREAS the Board is carrying out certain works in pursuance of section 19 of the East Demerara Water Conservancy Ordinance, 1935, with the approval and consent of the Governor in Council and is authorised under the said Ordinance to raise a loan not exceeding \$215,000 to defray the cost thereof—

AND WHEREAS it has been determined and resolved by the Board with the approval of the Governor in Council to borrow from and through the Trustees the sum of \$215,000 (which sum and the sum for the time being owing hereunder is hereinafter referred to as the "principal moneys") to defray the cost of the said works and to secure repayment of the principal moneys with interest thereon at the rate of FOUR PER CENTUM per annum in manner herein set out—

AND WHEREAS it has been arranged that the principal moneys are to be raised from time to time and as the said works proceed by the issue of Loan Certificates of \$500 each under the provisions of this Deed and that the first issue of these Certificates shall be an issue of 100 Certificates—

NOW THIS DEED WITNESSETH as follows—

1. The Board hereby acknowledges its indebtedness to the holders of Loan Certificates in respect of the various principal moneys appearing due to them for the time being by the register and covenants with the Trustees that the Board will on the 1st day of July, 1963, or on such earlier day as the said principal moneys shall become payable to the said holders under this Deed pay to the said holders at the registered office of the Trustees in Georgetown the principal moneys due to the said holders respectively and hereby secured and will in the meanwhile pay interest to the said holders at the rate of 4 (four) per centum per annum half-yearly on the 1st day of January and the 1st day of July in each year; the first of such payments to be made on the first of such half-yearly dates as shall occur after the respective amounts of each such Loan Certificate shall have been advanced.

2. The Loan Certificates shall be held subject to the conditions set forth in the First Schedule hereto and such conditions shall be binding on the Board and the holders of Loan Certificates.

3. The holders of Loan Certificates are to be regarded as the beneficial owners of their respective shares in the principal moneys and are entitled *pari passu* to the benefit of the preferent lien conferred on the Loan hereby raised by section 23 (twenty-three) of the said Ordinance.

4. The said Loan Certificates shall be redeemed by the operation of a sinking fund under the provisions following—

(a) The Board shall on or before the 1st day of July in each year after the year 1937 set aside as a sinking fund two per centum of the aggregate amount advanced from time to time under Loan Certificates subject to any annual contributions made by the Mayor and Town Council of Georgetown and a further sum equal to the interest which would have been payable during the then current year on all Loan Certificates previously redeemed out of the sinking fund if such Certificates had remained outstanding.

(b) On or before the last day of the month next succeeding such setting aside as aforesaid the Board shall cause a drawing to be made in such manner as is hereinafter provided of so much of the Loan Certificates as the year's sinking fund payment shall be sufficient to redeem at par after deducting therefrom any sum used or to be used by the Trustees in the purchase of Loan Certificates pursuant to clause 5 hereof (without taking into account any interest accrued or to accrue thereon) and shall apply the said sinking fund payment to the redemption of the stock so drawn at par.

(c) The drawing shall be made by one of the officers of the Board at the registered office of the Trustees or at some other place approved by the Trustees in the presence of a Notary Public. Notice in writing of the day time and place of every such drawing shall be given by the Board to the Trustees and the Trustees or any person appointed by them shall be entitled to be present at every such drawing. Every such drawing shall be for Certificates of \$500 each and shall be made in such manner as the Board (subject to the reasonable approval of the Trustees) shall determine as convenient for selecting the Loan Certificates required to be drawn.

(d) The Board shall give notice to the holders of the Loan Certificates drawn that such Certificates have been drawn and the same shall become repayable and shall be repaid six months after the date of such drawing and the holder of each Certificate drawn shall then be bound to surrender his Certificate therefor to the Board for cancellation at the registered office of the Trustees.

(e) All Loan Certificates redeemed out of the sinking fund shall be cancelled and shall not be re-issued.

(f) If any holder of a Loan Certificate which has been redeemed under any provision hereof shall fail or refuse to deliver up his Certificate at the time and place fixed for the redemption thereof or shall fail or refuse to accept payment of the redemption moneys payable in respect thereof the moneys payable to such holder may be paid over by the Board to the Trustees and the Trustees shall hold such moneys in trust for such holder and interest on such Certificate shall cease to accrue as from the date fixed for the redemption thereof.

5. If at any time the said Loan Certificates can be bought at a price which is below par after allowing for any accumulated interest included in such price, the Trustees may in their absolute discretion buy such Certificates at such price instead of drawing under clause 4 (b) hereof and the shares so bought shall be deemed in other respects to have been drawn for redemption.

6. Upon receipt by the Trustees of any amounts not required immediately for the purchase or redemption of Loan Certificates or the payment of any sums payable hereunder the Trustees will forthwith invest the same

in their names in all or any of the investments or mode of investment mentioned in the Second Schedule hereto and such investments or the proceeds of sale thereof shall be carried forward and may be added by the Trustees to the sinking fund for the year next ensuing and the Trustees may from time to time change or vary the form of investment.

7. If at any time after the 1st day of January, 1956, the sinking fund and other funds which would in due course be provided under the terms of this Deed shall by reason of excess of expenditure or otherwise appear to the Trustees to be insufficient to redeem the whole of the Loan and interest by the date fixed herein for redemption thereof the Trustees shall give the Board notice in writing of the amount required in their opinion to make up such deficit and the Board will thereupon take such steps as may be necessary to levy the additional rate required and will pay over the amount actually required for such redemption to the Trustees on or before the 31st day of July, 1963, or such later date as may be mutually agreed on between the Board and the holder of Loan Certificates.

8. On the 1st day of July, 1963, or such other date as shall be mutually agreed between the Board and the holders of Loan Certificates (notice of which Agreement shall be given to the Trustees) the Trustees will, as soon as the amounts paid to or received by them shall be sufficient to redeem the balance outstanding of the said Loan and interest in full, pay over the amounts due thereon to the holders of Loan Certificates with interest to date of payment off at the rate aforesaid and any balance left in the hands of the Trustees after payment off of the Loan and interest in full shall be refunded by the Trustees to the Board.

9. The Board will on demand repay to the Trustees any sums reasonably paid out by them in respect of legal or auditing costs and any reasonable expenses incurred by them in administering the Trust, redeeming the Loan Certificates, holding meetings of holders, or otherwise.

10. Upon payment off of all the principal moneys and interest secured by this Trust Deed the Board and the Trustees shall be duly discharged from their obligations hereunder.

11. If any of the following events shall happen—

(a) any interest due and payable on any Loan Certificates issued hereunder and forming part of the said Loan shall be in arrear for three months or upwards,

(b) if default shall be made by the Board for 30 (thirty) days or upwards in paying or providing for the annual sums herein covenanted to be paid for sinking fund,

(c) if default shall be made by the Board in repayment of the principal for 30 (thirty) days or upwards after the same shall become due, or

(d) if the Board shall cease to exist, be wound up or do or suffer any act, matter or thing which if it were a Limited Company would entitle the Court to make a compulsory order for winding-up.

then and in any of the said events the principal moneys and interest secured by this Trust Deed shall become immediately due and payable and the Trustees shall take such steps to exercise the preferent lien under section 23 (twenty-three) of the said Ordinance and to enforce payment of the principal moneys and interest due or accruing due thereon as they may be advised.

12. The provisions contained in the Third Schedule hereto as to the holding of meetings of holders of Loan Certificates shall have full effect in the same manner as if such provisions were herein set forth.

13. The Trustees may at any time before the security hereby constituted becomes enforceable under clause 11 hereof on the application of and at the cost of the Board and without any concurrence by individual holders of Loan Certificates issued or to be issued hereunder do or concur with the Board in doing all or any of the things which the Board might have done with land, property or assets vested in the Board if the security and the lien hereby created had not been so created and in particular may sell and transport, mortgage, let, exchange or otherwise deal with its said property and assets or any part thereof.

14. The Trustees may at any time retire from the trusts of this Deed on nominating other suitable parties or a corporation to act as such Trustees and the parties hereto of the first and second parts may thereupon carry out such retirement and new appointment by Deed or Memorandum endorsed hereon or attached hereto.

15. Any notice requiring to be served hereunder shall be deemed to have been duly served if sent by hand or ordinary post to the registered address of any holder or holders of Loan Certificates or to the last known office or place of abode in the case of other persons.

IN WITNESS WHEREOF the Board has hereunto set its Common Seal and the Attorney of the Trustees has affixed his hand and seal the day and year first above written.

THE SCHEDULE ABOVE REFERRED TO.

FIRST SCHEDULE.

CONDITIONS AS TO ISSUE OF LOAN CERTIFICATES.

The following are the conditions upon which the Loan Certificates are to be issued—

1. Subject to earlier redemption by drawings or purchase as in this Trust Deed is provided and subject to any agreement as to the extension of time for redemption which may be hereafter made between the Board and the holders of certificates all certificates then outstanding will be redeemed at par by the Board on the 1st day of July, 1963. Redemption.

2. Until the date of redemption interest will be paid to the registered holder for the time being at 4% *per annum* by half yearly payments on the 1st day of January and the 1st day of July in every year. Interest.

3. The Board will issue to each person or corporation subscribing five hundred dollars of the Loan a Loan Certificate under the seal of the Board and every such Loan Certificate shall refer to these presents and be in the form or to the effect following— Form of Loan Certificate.

No.

EAST DEMERARA WATER CONSERVANCY BOARD.

(Constituted under the provisions of the East Demerara Water Conservancy Ordinance, 1935.)

Statutory Loan of \$215,000 authorised by Section 15 of the said Ordinance and by the East Demerara Water Conservancy Loan Regulations, 1936, and by a resolution of the Board dated 2nd June, 1936, and constituted by a Trust Deed as herein set out,

LOAN CERTIFICATE FOR \$500.

THIS IS TO CERTIFY that
 of
 (or the person whose name is duly entered in the Register of Transfers herein) is the registered holder of five hundred dollars of the above mentioned Loan.

The holders are entitled *pari passu* to the benefit of, and are subject to the provisions and conditions contained in a Trust Deed dated 1936, and made between (1) The East Demerara Water Conservancy Board, and (2) Booker Brothers McConnell and Company, Limited.

This Certificate is issued subject to the conditions endorsed hereon.

GIVEN under the Common Seal of the Board this day of

THE COMMON SEAL of the East Demerara
 Water Conservancy Board was here-
 to affixed in the presence of }

Registration
 and Transfer.

4. This certificate is registered in the books of the Board and is transferable only as a whole by transfer under hand in the common form. Registration fee of 2s. 6d. and the stamps on transfer must be paid and deposited at time of lodging transfer.

Registration
 proof of
 ownership.

5. The Board will only recognise the registered holder of this Loan Certificate for the time being as the absolute owner thereof and shall not be bound to recognise or take notice of any trust of whatsoever nature to which it may be subject. The duly constituted legal personal representative of a deceased registered holder (not being one of several joint holders) and in the case of the death of a joint holder, the survivor, or survivors of such joint holders shall alone be recognised by the Board as having any title to the said certificate.

Receipts for
 money paid
 by Board.

6. The receipt of the registered holder for the time being shall be a good discharge for any money paid by the Board in respect of any certificate. The receipt of any one of joint holders shall be a good discharge to the Board for any such money.

In default of
 payment of
 principal or
 interest regis-
 tered holder
 to benefit by
 preferent lien.

7. In the event of any default in payment of principal or interest on any certificate the registered holder shall have the benefit of the said preferent lien and the same shall be enforced as in the said Trust Deed is more particularly set out.

Sinking
 Fund.

8. In addition to the payment of interest hereunder the Board will set aside and invest a further 2% on the principal moneys at any time secured by

the said Trust Deed as a sinking fund for the redemption of the principal moneys due thereunder at the date and in the manner provided by the said Trust Deed.

9. Every registered holder will be entitled to transfer his certificate free from any equities between the Board and the original or any intermediate holder, and the receipt of the registered holder shall be an effectual discharge for the principal moneys or interest payable in respect of the certificate.

Right of Transfer free from equities.

10. No registered holder shall take any proceedings to enforce his rights under the said Trust Deed except through the Trustees duly appointed thereunder.

Rights to be enforced by Trustees only.

11. Any notice may be given to the registered holders of Loan Certificates by sending the same by post in a prepaid letter addressed to such holders at their registered addresses or in the case of joint holders to the joint holder whose name appears first upon the register and every notice so sent and addressed shall be deemed to be a sufficiently served notice for the purposes of the said Trust Deed or for any other purpose in connection with the said certificate.

Notices.

SECOND SCHEDULE.

AUTHORISED SECURITIES FOR INVESTMENTS OF SINKING FUND.

1. Any stocks funds or securities for the time being authorised by law for the investment of trust funds in the Colony of British Guiana or in England.
2. In Loan Certificates issued hereunder at the current market price provided such market price does not exceed par.
3. Upon deposit receipt or savings account in Barclays Bank (D. C. & O.), the Royal Bank of Canada or the Post Office Savings Bank.
4. In Scrip of the Hand-in-Hand Mutual Guarantee Fire Insurance Company of British Guiana, Limited, or of the British Guiana and Trinidad Mutual Fire Insurance Company, Limited.
5. In any sinking fund policy with any first class Insurance Company whose head office is situate in Great Britain or in His Majesty's Dominions (but not in Ireland).
6. The investment in securities payable to bearer is prohibited.

THIRD SCHEDULE.

MEETINGS OF HOLDERS OF LOAN CERTIFICATES.

1. The Trustees or the Board may respectively at any time convene a meeting of the registered holders of Loan Certificates and the Trustees shall do so upon a requisition in writing of holders of one-fifth or more of the nominal amount of the Loan Certificates for the time being outstanding. Whenever the Board is about to convene any such meeting, it shall forthwith give notice in writing to the Trustees of the place, day and hour thereof, and of the nature of the business to be transacted thereat.

Who may convene.

Notice of Meeting to registered holders.

2. Seven days' notice at least to the registered holders, specifying the place, day and hour of meeting shall be given previously to any meeting of the registered holders. Such notice shall be given in accordance with Clause 15 of the Trust Deed. It shall not be necessary to specify in any such notice the nature of the business to be transacted at the meeting thereby convened.

Quorum.

3. Subject to clause 17 of this schedule, at any such meeting persons present in person or by proxy and holding one-fifth of the nominal amount of the Loan Certificate for the time being outstanding shall form a quorum for the transaction of business, and no business shall be transacted at any meeting unless the requisite quorum be present at the commencement of business.

Chairman.

4. Some person nominated by the Trustees shall be entitled to take the chair at every such meeting, and if no such person is nominated or if at any meeting the person nominated shall not be present within fifteen minutes after the time appointed for holding the meeting, the registered holders present shall choose one of the number to be chairman.

Trustees and Directors may attend.

5. The Trustees, and their Solicitors, and any members of the Board, may attend any such meeting.

When quorum not present.

6. If within half an hour from the time appointed for any meeting of the registered holders, a quorum is not present, the meeting shall stand adjourned to the same day in the next week at the same time and place, and if at such adjourned meeting a quorum is not present, the registered holders present shall form a quorum, and may transact any business which a meeting of registered holders is competent to transact.

How question decided.

7. Every question submitted to a meeting of the registered holders shall be decided, in the first instance, by a show of hands, and in case of an equality of votes the Chairman shall, both on the show of hands and at the poll, have a casting vote, in addition to the vote or votes (if any) to which he may be entitled as a registered holder.

Declaration by Chairman.

8. At any general meeting of the registered holders unless a poll is demanded by the Chairman or at least three registered holders a declaration by the Chairman that a resolution has been carried, or carried by a particular majority or lost, or not carried by a particular majority, shall be conclusive evidence of the fact.

Poll.

9. If at any such meeting a poll is demanded as aforesaid, it shall be taken in such manner, either at once or after an interval or adjournment as the Chairman directs, and the result of such poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

Adjournment.

10. The Chairman may, with the consent of any such meeting, adjourn the same from time to time and from place to place.

When poll taken without adjournment.

11. Any poll demanded at any such meeting on the election of a Chairman, or on any question of adjournment, shall be taken at the meeting without adjournment.

12. The registered holder of a Loan Certificate, or in the case of joint holders that one whose name stands first on the register as one of the holders thereof, shall be entitled to vote in respect of such loan certificate, either in person or by proxy, but every instrument appointing a proxy must be in writing in the usual form under the hand of the appointer, or in case of a corporation under its common seal, and must be delivered to the Chairman of the meeting.

13. At any such meeting as aforesaid the respective bearers of the Loan Certificates, and no other person or persons, shall be recognised and treated as the legal holders thereof whether such bearers are or are not in fact the owners thereof; and such bearers shall accordingly be exclusively entitled to vote in respect thereof.

Bearers of Loan Certificates only recognised.

14. At every such meeting each voter shall, on a show of hands be entitled to one vote only, but at a poll he shall be entitled to one vote in respect of every Loan Certificate which he holds.

Votes.

15. A general meeting of the registered holders shall, in addition to the powers hereinbefore given, have the following powers exercisable by extraordinary resolution, namely—

Powers by extraordinary resolution.

(1) Power to sanction any modification of the rights of the registered holders against the Board or against its property, whether such rights shall arise under these presents or otherwise, and

(2) Power to assent to any modification of the provisions contained in these presents which shall be proposed by the Board and assented to by the Trustees as being necessary or proper for carrying into effect any transaction duly authorised under this clause.

16. An extraordinary resolution passed at a general meeting of the registered holders duly convened and held in accordance with these presents shall be binding upon all the registered holders, whether present or not present at such meeting, and each of the registered holders shall be bound to give effect thereto accordingly, and the passing of any such resolution shall be conclusive evidence that the circumstances justify the passing thereof, the intention being that it shall rest with the meeting to determine without appeal whether or not the circumstances justify the passing of such resolution.

Extraordinary resolution binding.

17. The expression "extraordinary resolution", when used in this Schedule, means a resolution passed at a meeting of the registered holders duly convened and held in accordance with the provisions herein contained by a majority consisting of not less than three-fourths of the registered holders voting thereat upon a show of hands, or, if a poll is duly demanded, then by a majority consisting of not less than three-fourths of the votes given on such poll.

Definition of "extraordinary resolution".

18. The quorum of any such meeting shall be a clear majority in value of the whole of the registered holders present in person or by proxy, but so that where a meeting for the purpose of passing an extraordinary resolution is convened if, within one hour from the time appointed for the meeting, holders of a clear majority in value of the registered holders are not present so as to form a quorum, the meeting shall stand adjourned for seven days, and shall accordingly, be held on the corresponding day of the week, and at the same time and place as that originally fixed by the notice convening the meeting, and notice of such adjourned meeting shall be given in the manner provided by clause 15 of the foregoing Trust Deed; and if at such adjourned meeting a quorum as above defined is not present, then those registered holders who are present shall be a quorum, and may transact the business for which the meeting was originally convened, and a resolution passed thereat by a majority consisting of not less than three-fourths of the persons voting thereat upon the show of hands, or, if a poll is duly demanded, then by a majority consisting of not less than three-fourths of the votes given on such poll, shall be considered an extraordinary resolution within the meaning of this schedule.

Defect of quorum.

Minutes.

19. Minutes of all resolutions and proceedings at every such meeting as aforesaid shall be made and duly entered in books to be from time to time provided for that purpose by the Trustees at the expense of the Board, and any such minutes as aforesaid, if purporting to be signed by the Chairman of the meeting at which such resolutions were passed or proceedings had, or by the Chairman of the next succeeding meeting of the registered holders shall be conclusive evidence of the matters therein contained, and until the contrary is proved every such meeting in respect to the proceedings of which minutes have been made shall be deemed to have been duly held and convened, and all resolutions passed thereat, or proceedings taken, to have been duly passed and taken.
