

TRINIDAD AND TOBAGO.

No. 29.—1909.

6th December.

AN ORDINANCE to confirm the Lease of the Prince's Building and surrounding lands granted by His Majesty the King to the Port-of-Spain Town Board, and to confer on the Port-of-Spain Town Board certain powers in relation to the premises comprised in the Lease.

[L.S.]

GEORGE R. LE HUNTE,

GOVERNOR.

18th December, 1909.

WHEREAS by a certain Deed of Lease dated the third day of August 1909 and made between His Majesty King Edward VII of the One Part and the Port-of-Spain Town Board, a body corporate constituted by the Port-of-Spain Town Board Ordinance No. 19 of 1907, and hereinafter referred to as "The Board," of the other part, all that parcel or plot of land situate in the town of Port-of-Spain and known as "The Prince's Building Savannah" delineated on the plan to the said Deed of Lease annexed and marked "A," and therein coloured pink, together with the buildings thereon, was demised to the Board for the term of 199 years, subject to the payment of the rent therein reserved and the covenants and conditions contained in the said Lease, a copy whereof is set out in the Schedule hereto;

And Whereas it is expedient that the said Deed of Lease should be confirmed by Ordinance, and that certain powers in relation to the premises comprised in such Lease should be conferred on the Board;

Be it enacted by the Governor of Trinidad and Tobago, with the advice and consent of the Legislative Council thereof as follows:—

Short title.

1. This Ordinance may be cited as the Prince's Building Ordinance 1909.

Lease confirmed.

2. The Lease of the parcel or plot of land situate in the town of Port-of-Spain and known as "The Prince's Building Savannah," with the buildings thereon, dated the third day of August 1909 and made between His Majesty King Edward VII of the One Part and the Board of the Other Part (a copy whereof is contained in the Schedule to this Ordinance) is hereby confirmed and declared to be as valid and binding as if the said Lease had been authorised by this Ordinance and had been executed after the commencement of this Ordinance.

Funds for upkeep, etc.

3. The Board may, from time to time, appropriate out of the corporate funds such sum or sums as they may think necessary for the proper and efficient management, maintenance, upkeep and repair of the demised premises, or of any new buildings which may hereafter be erected under the authority of this Ordinance, or any additions to such buildings.

Borrowing powers.

4. The Board may, with the sanction of the Governor, and on such terms as to repayment as the Governor may approve, borrow such sum or sums of money as they may deem requisite for defraying the cost of such structural alterations and additions to the existing building as they may deem necessary for the purpose of adapting such building or any part thereof for use as a Theatre and place of public entertainment, or of any new building which may hereafter be erected on the said parcel or plot of land.

Bye-laws—
Power to make.

5. The Board may from time to time make, amend and repeal bye-laws for any of the purposes following, that is to say:—

- (i.) For regulating the mode and form of application for the hire or use of the building or land com-

prised in such Lease or any portion thereof respectively.

- (ii.) For prescribing the conditions and obligations subject to which such building and land or any part thereof respectively shall be held or occupied or used by any person hiring or using the same.
- (iii.) For preventing nuisances in such building or on such land and for maintaining order and good conduct and preventing any disturbance or disorderly or unseemly behaviour among persons at any time using or resorting to such building or land or any part thereof respectively.

6. The Board may, by any Bye-laws made under this Ordinance, impose on offenders against such bye-laws such penalties as they may think fit, not exceeding £5 for each offence; and may also exclude or remove from such building or land any person or persons creating any disturbance or behaving in a disorderly or unseemly manner in such building or on any part of such land.

Penalties for
breach of
Bye-laws.

7. All Bye-laws made under the authority of this Ordinance shall be approved by the Governor in Executive Council, and, when approved, shall be published in the *Royal Gazette*, and shall take effect from and after the date of such publication.

Approval and
publication of
Bye-laws.

8. Production of a copy of the *Royal Gazette* containing such Bye-laws shall be received in all Courts of Justice as conclusive evidence of the due making and tenor thereof.

Evidence.

9. If any person shall contravene any Bye-law made under the authority of this Ordinance, such person shall be guilty of an offence against this Ordinance, and, on conviction thereof before any Stipendiary Justice of the Peace on the information of the officer in charge of the demised premises or any part thereof or of any Town Constable or Member of the Constabulary Force, shall, in addition to the amount of any damage or injury done by him, which he may be ordered by the Stipendiary Justice to pay, be liable to a penalty not exceeding £5 for every

Contravention
of Bye-law.

such breach, and in default of payment shall be imprisoned with or without hard labour for any term not exceeding three months.

Commence-
ment.

10. This Ordinance shall commence on such day as may be fixed by the Governor by Proclamation.

Passed in Council this sixth day of December, in the year of Our Lord One thousand nine hundred and nine.

HARRY L. KNAGGS,
Clerk of the Council.

THE SCHEDULE.

TRINIDAD.

THIS Deed made the third day of August in the year of our Lord One Thousand Nine Hundred and Nine, Between His Most Gracious Majesty King Edward the VII. (hereinafter called "The Lessor") of the One Part, and the Port-of-Spain Town Board (hereinafter called "The Lessees") of the other part. Witnesseth that in consideration of the rent hereinafter reserved, and of the covenants on the part of the Lessees to be observed and performed, the Lessor hereby demises unto the Lessees all that certain parcel or plot of land situate in the town of Port-of-Spain and known as the "Prince's Building Savannah" delineated on the plan hereto annexed marked "A" and therein coloured pink, together with all buildings at present erected thereon, to hold the same unto the Lessees for the term of One Hundred and Ninety-nine years, from the third day of August 1909 yielding and paying therefor during the said term to the Receiver-General for the time being of the Colony of Trinidad and Tobago the yearly rent of One Shilling Sterling on the third day of August in each and every year. And the Lessees hereby covenant with the Lessor in manner following, that is to say, that the Lessees will pay the rent hereby reserved at the time and in manner aforesaid, and also will not, during the said term, let, or use or allow to be used, the said demised premises or any part thereof except for the following purposes, namely:—Concerts, Balls, Bazaars, Agricultural and other Shows, Theatrical Performances, Public Meetings and Entertainments, and such other like purposes as the Lessees may deem fit, provided that whenever the said demised premises shall not be required for such purposes as aforesaid, the Lessees may, in their discretion, allow the said premises or any part thereof to be used for such private purposes as they may deem fit and also that the Lessees will not, at any time during the said term, without the consent in writing of the Governor for the time being of the said Colony make any alterations or additions whatsoever in or to any buildings hereby demised or any buildings which may hereafter be erected on the said parcel or plot of land nor will, without the like consent, assign

or underlease the said premises or any part thereof to any person or persons, and also will, at all times during the said term, keep in good and substantial repair the said Building and any new building which may hereafter be erected on the said demised premises, and the same in good and substantial repair and condition deliver up at the expiration or sooner determination of the said term, and will keep the said plot of land and the fencing enclosing the same in good order and condition, and deliver up the same in such good order and condition at the expiration of or sooner determination of such term, and also will permit the Lessor and any officer or officers of the Government duly authorised in that behalf by the Governor for the time being of the said Colony to enter the said premises and examine the state of the repair and condition thereof and will repair and make good all defects and want of reparation of which notice shall be given by the said Governor to the Lessees within three calendar months after the giving of such notice, and also will at all times during the said term insure and keep insured the said buildings and any additions thereto, and any new buildings that may hereafter be erected on any part of the said land, against loss or damage by fire in the name of the Lessees in the sum of Ten Thousand Pounds at least in some approved insurance office and will, whenever required by the said Receiver-General, produce to him the policy of such insurance and the receipt for the last premium of the same, and further that in case of the destruction of, or damage to, the said buildings or any of them, or any part thereof, by fire, the Lessees will, with all convenient speed, spend and lay out all the moneys received in respect of such insurance in rebuilding or reinstating in a good and substantial manner the premises so destroyed or damaged. Provided always that if and whenever there shall be any breach or non-observance of any of the covenants herein contained to be observed and performed by the Lessees, then and in such case it shall be lawful for the Lessor to enter into and upon the said demised premises or any part thereof in the name of the whole and to repossess the same as of his former estate. And it is hereby agreed and declared that all and every the rights of way hitherto enjoyed by the public in over and upon the parcel or plot of land are reserved out of this demise. In Witness whereof the Lessor has caused the public Seal of the said Colony to be affixed hereto, and the Lessees have caused their common Seal to be affixed hereto.

The Public Seal of the Colony of Trinidad and Tobago was hereto affixed by GEORGE RUTHVEN LE HUNTE Governor and Commander in Chief in and over the said Colony.

(LS)

The Common Seal of the Port-of-Spain Town Board was hereto affixed by ADAM SMITH Chief Commissioner in the presence of,

(LS)

WILLIAM GRELL of No. 116, Oxford St.,
Port-of-Spain, Barrister-at-Law,

And of me

JOSEPH ARNOLD LAMY, Barrister-at-Law.