

Third Session Eighth Parliament Republic of
Trinidad and Tobago



REPUBLIC OF TRINIDAD AND TOBAGO

Act No. 25 of 2005

[L.S.]

AN ACT to provide for the vesting of the operational undertakings of Caroni (1975) Limited in another company and the vesting of the real estate undertakings of Caroni (1975) Limited and Orange Grove National Company Limited in the Republic of Trinidad and Tobago and to provide for the development and management of certain real estate undertakings.

[Assented to 15th September, 2005]

Preamble

WHEREAS Caroni (1975) Limited and Orange Grove National Company Limited are both wholly owned state enterprises:

And whereas it is expedient to divest and transfer the entire real estate holdings of Caroni (1975) Limited and Orange Grove National Company Limited to the Republic of Trinidad and Tobago:

And whereas Estate Management and Business Development Company Limited, a wholly owned state enterprise, has been established for purposes which include the development and management of certain real estate undertakings:

And whereas Sugar Manufacturing Company Limited, a wholly owned state enterprise, has been established to undertake the sugar cane processing and sugar refining business conducted by Caroni (1975) Limited:

Enactment

ENACTED by the Parliament of Trinidad and Tobago as follows:

Short title

1. This Act may be cited as the Caroni (1975) Limited and Orange Grove National Company Limited (Divestment) Act, 2005.

Interpretation

2. In this Act—

“appointed day” means the day on which this Act comes into operation in accordance with section 3;

“Caroni” means Caroni (1975) Limited, a company incorporated in Trinidad and Tobago and continued under the Companies Act;

“Caroni liabilities” means all the liabilities of Caroni to the State and to third parties;

“Company” means Sugar Manufacturing Company Limited, a company incorporated in Trinidad and Tobago under the Companies Act;

“Manager” means Estate Management and Business Development Company Limited, a company incorporated in Trinidad and Tobago under the Companies Act;

“Minister” means the Minister to whom responsibility for the Manager is assigned;

“operational undertakings” means the property of Caroni other than its real estate holdings, used for the conduct of its sugar cane processing and sugar refining business and more particularly described in, but not limited to that set out in the Second Schedule;

Second Schedule

“Orange Grove” means Orange Grove National Company Limited, a company incorporated in Trinidad and Tobago and continued under the Companies Act;

“real estate undertakings” means all the real estate holdings of Caroni and Orange Grove whatsoever and wheresoever situate and more particularly described in, but not limited to those set out in the First Schedule;

First Schedule

“State” means the Republic of Trinidad and Tobago.

3. This Act comes into operation on such day as is fixed by the President by Proclamation.

Commencement

4. The real estate undertakings are hereby transferred to and vested in the State to the intent that the State shall succeed to the real estate undertakings, as if in all respects the State were the same person in law as Caroni or Orange Grove, as the case may be.

Vesting of real estate
undertakings

Minister may vest
operational
undertaking

5. (1) The Minister may, by Order, transfer to or vest in the Company, all or any part of the operational undertakings necessary for the Company to undertake the sugar cane processing and sugar refining business conducted by Caroni and not already leased to or forming part of lands leased to or otherwise vested in the Company.

(2) The transfer and vesting under subsection (1), may be subject to such conditions as the Minister may determine.

Effect of vesting

6. (1) Subject to subsection 2 the effect of the vesting of the real estate undertakings and the operational undertakings shall be that from the appointed day—

- (a) every contract relating to the real estate undertakings or the operational undertakings to which Caroni or Orange Grove was a party, and existing before the appointed day, except a contract with the State, whether in writing or not, shall be construed and have effect as if the State or the Company, as the case may be, is a party instead of Caroni or Orange Grove, as the case may be; and
- (b) for any reference to Caroni or Orange Grove as the case may be, whether expressed or implied, there shall be substituted as respect anything failing to be done on or after the appointed day, a reference to the State.

(2) No transfer or vesting effected by virtue of this Act shall—

- (a) operate as a breach of covenant or conditions against alienation;
- (b) give rise to any forfeiture;

- (c) invalidate or discharge a contract or security relating to the real estate undertakings, the operational undertakings or the Caroni liabilities; or
- (d) operate so as to merge any leasehold interest in the reversion expectant in it or so as to invalidate any leases or tenancies.

7. As from the appointed day, this Act shall be deemed Act is a good root of title to be a good root of title to the real estate undertakings, so that any lease granted in furtherance of this Act, shall be conclusive evidence that the person named in such lease is seized of or possessed of or entitled to such land for the estate or interest therein specified.

8. The Minister may, by Order, amend the First Minister may amend First Schedule Schedule.

9. The Stamp Duty Act shall not apply to the transfer Stamp Duty Act, Chap. 76:01 not to apply and vesting of the real estate undertakings or the operational undertakings in the State or the Company, respectively, or to any subsequent lease of any part of the real estate undertakings which the State may grant to the Company, the Manager or any other corporate entity for so long as the State is or continues to be the owner of Caroni, the Company, the Manager or such other corporate entity.

10. (1) Notwithstanding the State Lands Act, the Functions of the Manager Chap. 57:01 Manager shall be responsible for—

- (a) the development of—
 - (i) the real estate undertakings Third Schedule prescribed in the Third Schedule;
 - (ii) the real estate undertakings for commercial and industrial use, as prescribed by Order of the President on the advice of the Minister with responsibility for town and country planning; and

(b) the management of the real estate undertakings identified in paragraph (a) subsequent to distribution.

(2) The President may by Order made in furtherance of paragraph (a)(ii) prescribe the real estate undertakings to be used for commercial and industrial purposes.

(3) The real estate undertaking vested in the State under this Act, that are not distributed for residential, commercial or industrial purposes shall be utilized in accordance with the State Lands Act or any other written law on the subject of land use.

(4) For the purposes of subsection (1)(a), “development” means the carrying out of building, engineering or such other operations, the provision of infrastructure or utilities on, in or under any land but does not include the making of any change of use of any buildings or land, or the subdivision of any land.

Reports

11. (1) The Manager shall submit in writing to the Minister, under the hand of the Chairman of its Board of Directors or its Chief Executive Officer, a report of all the development undertaken under section 10 in the form and manner determined by the Minister, within three months after the end of each year.

(2) The Minister shall lay the report in Parliament within three months from the date of its receipt from the Manager.

Regulations

12. The Minister may make Regulations generally for the purpose of giving effect to this Act.

Non-application of certain Acts Chap. 59:53, Chap. 59:54 and Act No. 25 of 1998

13. (1) Subject to subsection (2) from the appointed day, the Agricultural Small Holdings Tenure Act, the Land Tenants (Security of Tenure) Act and the State Lands (Regularization of Tenure) Act, shall not apply to the real estate undertakings vested in the State.

(2) This Act shall not operate to extinguish or otherwise derogate from any rights, benefits, legitimate expectation or real estate undertakings already acquired by or vested in any tenant or squatter under the Acts listed in subsection (1).

FIRST SCHEDULE

(Section 2)

All the right, title, claim or interest of Caroni and Orange Grove in all their real estate holdings whatsoever and wheresoever situate including but not limited to the following SAVE AND EXCEPT such parcels or portions thereof which from time to time might have been divested in fee simple absolute by Caroni and/or Orange Grove prior to the appointed day:

PART A

THE REAL ESTATE UNDERTAKINGS OF CARONI (1975) LIMITED

Division 1

The freehold interest in—

1. ALL AND SINGULAR the lands described in the First, Second, Third and Fourth Schedules to the Deed of Conveyance dated the 13th day of September, 1938 and registered as No. 5005 of 1938 and made between Waterloo Sugar Estates (Trinidad) Limited of the First Part and John Arthur Nicholson of the Second Part and Caroni Limited of the Third Part save and except the lands excepted therefrom.
2. ALL AND SINGULAR the lands described in the Schedule to the Deed of Conveyance dated the 13th day of September, 1938 and registered as No. 5006 of 1938 and made between Caroni Sugar Estates (Trinidad) Limited of the First Part and Ian Wright of the Second Part and Caroni Limited of the Third Part save and except the portions thereof sold from time to time.
3. ALL AND SINGULAR the lands described in Deed of Conveyance dated the 11th day of October, 1938 and registered as Number 5730 of 1938 and made between Gordon Grant and Company Limited and Caroni Limited.
4. ALL AND SINGULAR the lands described in Deed of Conveyance dated the 16th day of October, 1944 and registered as Number 8638 of 1944 and made between His Most Excellent Majesty George the Sixth and Caroni Limited.

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5. ALL AND SINGULAR the lands described in Deed of Exchange dated the 16th day of August, 1946 and registered as Number 7849 of 1946 and made between Caroni Limited of the One Part and Dookie Beepat of the Other Part as rectified by Deed dated the 11th day of September, 1947 and registered as Number 9527 of 1947 and made between Dookhie Beepat also called Dookhie of the First Part, Rampersad of the Second Part and Caroni Limited of the Third Part.
 6. ALL AND SINGULAR the lands described in Deed of Exchange dated the 16th day of August, 1946 and registered as Number 7850 of 1946 and made between Caroni Limited of the One Part and Rampersad of the Other Part as rectified by Deed dated the 11th day of September, 1947 and registered as Number 9527 of 1947 and made between Dookhie Beepat also called Dookhie of the First Part and Rampersad of the Second Part and Caroni Limited of the Third Part.
 7. ALL AND SINGULAR the lands described in Deed of Conveyance dated the 19th day of December, 1946 and registered as Number 9971 of 1946 and made between Mahomad Omar of the One Part and Caroni Limited of the Other Part.
 8. ALL AND SINGULAR the lands described in Deed of Exchange dated the 29th day of November, 1946 and registered as Number 411 of 1947 and made between Caroni Limited of the One Part and Ulphat, Osman, Shiroon and Sabiran of the Other Part.
 9. ALL AND SINGULAR the lands described in Deed of Conveyance dated the 30th day of January, 1947 and registered as Number 974 of 1947 and made between Abiraj Soochit also known as Abiradge Soochit also known as Abiraj, Bridgemohun Soochit and Ramlakhan Soochit of the First Part Abiraj Soochit and Ramlakhan Soochit of the Second Part and Caroni Limited of the Third Part Save and Except any mines and minerals reserved.
 10. ALL AND SINGULAR the lands described in Deed of Exchange dated the 10th day of December, 1946 and registered as Number 1627 of 1947 and made between Caroni Limited of the One Part and The Honourable Clarence Carmichael Abidh of the Other Part.
 11. ALL AND SINGULAR the lands described in Deed dated the 11th day of September, 1947 and registered as Number 7263 of 1947 and made between Seepersad of the One Part and Caroni Limited of the Other Part.

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12. ALL AND SINGULAR the lands described in Deed of Exchange dated the 24th day of March, 1949 and registered as Number 4296 of 1949 and made between Caroni Limited of the One Part and Juggernaut of the Other Part.
 13. ALL AND SINGULAR the lands described in Deed of Conveyance dated the 5th day of March, 1949 and registered as Number 4383 of 1949 and made between Solita Herrera of the One Part and Caroni Limited of the Other Part Save and Except any mines and minerals reserved.
 14. ALL AND SINGULAR the lands described in Deed dated the 17th day of August, 1950 and registered as Number 6657 of 1950 and made between Lutchman Ramlochan also known as Lutchman of the One Part and Caroni Limited of the Other Part.
 15. ALL AND SINGULAR the lands described in Deed of Conveyance dated the 8th day of July, 1952 and registered as Number 6219 of 1952 and made between Alice Eda Aleong of the One Part and Caroni Limited of the Other Part.
 16. ALL AND SINGULAR the lands described in Deed of Conveyance dated the 10th day of January, 1953 and registered as Number 326 of 1953 and made between Christian Drayton of the One Part and Caroni Limited of the Other Part.
 17. ALL AND SINGULAR the lands described in Deed of Exchange dated the 17th day of February, 1953 and registered as Number 2885 of 1953 and made between Caroni Limited of the One Part and Albert Nathaniel of the Other Part.
 18. ALL AND SINGULAR the lands described in Deed dated the 1st day of December, 1955 and registered as Number 13562 of 1955 and made between Deniford Limited of the One Part and Caroni Limited of the Other Part.
 19. ALL AND SINGULAR the lands described in Deed of Conveyance dated the 24th day of April, 1956 and registered as Number 6028 of 1956 and made between Sooroojnarine Singh of the One Part and Caroni Limited of the Other Part Save and Except any mines and minerals reserved.

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20. ALL AND SINGULAR the lands described in Deed of Conveyance dated the 11th day of June, 1957 and registered as Number 7891 of 1957 and made between Gordon Sugar Estates Limited acting by Harold Edward Green and Alexander John Donald of the One Part and Caroni Limited of the Other Part.
 21. ALL AND SINGULAR the lands described in Deed dated the 18th day of March, 1958 and registered as Number 3229 of 1958 and made between John Edward of the One Part and Caroni Limited of the Other Part.
 22. ALL AND SINGULAR the lands described in Deed dated the 10th day of December, 1958 and registered as Number 3255 of 1959 and made between Gill Thomson and Montague Fahey of the One Part and Caroni Limited of the Other Part Save and Except the mines and minerals reserved.
 23. ALL AND SINGULAR the lands described in Deed dated the 24th day of February, 1959 and registered as Number 4824 of 1959 and made between Jessie Henderson Company Limited of the One Part and Caroni Limited of the Other Part.
 24. ALL AND SINGULAR the lands described in Deed dated the 27th day of April, 1960 and registered as Number 5291 of 1960 and made between Mahaisar Lackhee and Charles Lackhee of the One Part and Caroni Limited of the Other Part.
 25. ALL AND SINGULAR the lands described in Deed dated the 20th day of September, 1961 and registered as Number 14076 of 1961 and made between Joseph Nathan Montique of the One Part and Caroni Limited of the Other Part, Save and Except any mines and minerals reserved.
 26. ALL AND SINGULAR the lands described in Deed dated the 18th day of December, 1961 and registered as Number 1614 of 1962 and made between Verdant Vale Limited of the One Part and Caroni Limited of the Other Part.
 27. ALL AND SINGULAR the lands described in Deed dated the 6th day of January, 1962 and registered as Number 1898 of 1962 and made between Alston Rudder of the One Part and Caroni Limited of the Other Part.

28. ALL AND SINGULAR the lands described in the First and Second Schedules to the Deed of Conveyance dated the 20th day of June, 1962 and registered as Number 7762 of 1962 and made between The Woodford Lodge Estates Limited acting by and Edwin Henry Chilcott and Harold Edward Green of the One Part and Caroni Limited of the Other Part.
29. ALL AND SINGULAR the lands described in Deed of Exchange dated the 22nd day of November, 1962 and registered as Number 163 of 1963 and made between The Roman Catholic Archbishop of Port-of-Spain of the One Part and Caroni Limited of the Other Part.
30. ALL AND SINGULAR the lands described in Deed dated the 7th day of March, 1963 and registered as Number 2602 of 1963 and made between Bhagwantia of the One Part and Caroni Limited of the Other Part.
31. ALL AND SINGULAR the lands described in the First and Third Parts of the Schedules to the Deed of Conveyance dated the 4th day of June, 1964 and registered as Number 7774 of 1964 and made between Ste. Madeleine Sugar Company Limited acting by Vivian Rupert Vaughn Cooper of the One Part and Caroni Limited of the Other Part.
32. ALL AND SINGULAR the lands described in Deed dated the 19th day of September, 1964 and registered as Number 12981 of 1964 and made between Ramsamooj Gunness and Bhagman Ramsamooj Gunness of the One Part and Caroni Limited of the Other Part Save and Except any mines and minerals reserved.
33. ALL AND SINGULAR the lands described in Deed of Exchange dated the 2nd day of April, 1968 and registered as Number 6396 of 1968 and made between Caroni Limited of the One Part and Federation Chemicals Limited of the Other Part.
34. ALL AND SINGULAR the lands described in Deed dated the 13th day of November, 1968 and registered as Number 12866 of 1968 and made between Phyllis May Ackerman of the One part and Caroni Limited of the Other Part Save and Except the mines and minerals reserved.
35. ALL AND SINGULAR the lands described in Deed registered as Number 12018 of 1974 and made between Lennox Newton and Evelyn Abrams of the One Part and Caroni Limited of the Other Part.

36. ALL AND SINGULAR the lands described in the First Part to the Twelfth Part of the Schedule to Deed of Conveyance dated the 14th day of June, 1993 registered as Number 11619 of 1993 and made between Forres Park Limited of the First Part and Michael Lee Kim of the Second Part and Caroni (1975) Limited of the Third Part Save and Except the parcels described in the Eleventh Part thereof.
37. ALL AND SINGULAR the lands described in the First Part of the First Schedule, the Second Part of the First Schedule, the First Part of the Second Schedule, the Second Part of the Second Schedule and the Fifth Schedule to the Deed of Conveyance dated the 13th day of September, 1938 registered as Number 5008 of 1938 and made between Caroni Sugar Estates Limited of the One Part and Caroni Limited of the Other Part.
38. ALL AND SINGULAR the lands described in the First, Second, Fourth and Seventh Schedules to the Deed of Conveyance dated the 11th day of June, 1957 and registered as Number 7891 of 1957 and made between Ste. Madeleine Sugar Estates Limited of the One Part and Caroni Limited of the Other Part.

Division 2

The freehold interest in—

1. ALL AND SINGULAR the lands described in Memorandum of Transfer dated the 13th day of September, 1938 registered on the 16th day of September, 1938 in Volume 905 Folio 397 and made by Waterloo Sugar Estates (Trinidad) Limited in favour of Caroni Limited.
2. ALL AND SINGULAR the lands described in Memorandum of Transfer dated the 13th day of September, 1938 registered on the 16th day of September, 1938 in Volume 905 Folio 391 and made by Caroni Sugar Estates (Trinidad) Limited in favour of Caroni Limited.
3. ALL AND SINGULAR the lands described in Memorandum of Transfer dated the 12th day of September, 1939 registered on the 26th day of June, 1957 and made by Sir George Frederick Huggins in favour of Caroni Limited.
4. ALL AND SINGULAR the lands described in Memorandum of Transfer dated the 16th day of September, 1946 registered in Volume 49 Folio 30 and made by Samsoondarie and Ramroop in favour of Caroni Limited.

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5. ALL AND SINGULAR the lands described in Memorandum of Transfer dated the 10th day of December, 1946 registered on the 1st day of March, 1947 in Volume 286 Folio 293 and made by The Honourable Carmichael Abidh in favour of Caroni Limited.
 6. ALL AND SINGULAR the lands described in Memorandum of Transfer dated the 11th day of June, 1957 registered on the 26th day of June, 1957 in Volume 1428 Folio 53 and made by Gordon Sugar Estates Limited in favour of Caroni Limited.
 7. ALL AND SINGULAR the lands described in Memorandum of Transfer dated the 16th day of April, 1958 registered on the 21st day of April, 1958 in Volume 1475 Folio 245 and made by Ella Amelia Knox in favour of Caroni Limited.
 8. ALL AND SINGULAR the lands described in Memorandum of Transfer dated the 18th day of December, 1961 registered on the 7th day of February, 1962 in Volume 1607 Folio 357 and made by Verdant Vale Limited in favour of Caroni Limited.
 9. ALL AND SINGULAR the lands described in Memorandum of Transfer dated the 20th day of June, 1962 registered in Volume 1621 Folio 253 and made by Woodford Lodge Estates Limited (in Liquidation) in favour of Caroni Limited.
 10. ALL AND SINGULAR the lands described in Memorandum of Transfer dated the 4th day of June, 1964 registered on the 12th day of August, 1966 in Volume 1788 Folio 283 and made by Ste. Madeline Sugar Company Limited in favour of Caroni Limited.
 11. ALL AND SINGULAR the lands described in Memorandum of Transfer dated the 14th day of June, 1993 registered on the 4th day of August, 1993 in Volume 3618 Folio 105 and made by Forres Park Limited in favour of Caroni (1975) Limited.

Division 3

The leasehold interests referred to in—

1. Deed registered as Number 5805 of 1938, and made between Waterloo Sugar Estates (Trinidad) Limited of the First Part, John Arthur Nicholson of the Second Part and Caroni Limited of the Third Part.

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2. Deed of Lease registered as Number 9161 of 1950 made between Sylvester Philips of the One Part and Caroni Limited of the Other Part.
 3. Deed of Lease registered as Number 8264 of 1974 between the State of the One Part and Caroni Limited of the Other Part.
 4. Deed of Lease registered as Number 8265 of 1974 and made between the State of the One Part and Caroni Limited of the Other Part.
 5. Deed dated the 14th day of June, 1993 and registered as Number 11619 of 1993 made between Forres Park Limited of the First Part, Michael Lee Kim of the Second Part and Caroni (1975) Limited of the Third Part.

PART B

THE REAL ESTATE UNDERTAKINGS OF ORANGE GROVE NATIONAL COMPANY LIMITED

ALL AND SINGULAR the lands described in Volume 1995 Folio 253 granted on the 2nd day of March, 1971 by Royal Grant of Crown Lands to Orange Grove National Company Limited.

SECOND SCHEDULE

(Section 2)

THE OPERATIONAL UNDERTAKINGS

PART A

The sugar factories, office buildings, warehouses, port facilities, railways, scales, structures, plant, machinery, rolling stock, computer and communications equipment, office furniture, fittings and all other equipment owned and located on any premises occupied by Caroni in Trinidad and Tobago or elsewhere necessary for the Company to continue the sugar cane processing and refining business being conducted by Caroni.

PART B

All books and records of Caroni which are maintained by Caroni and necessary for the Company to continue the sugar cane processing and refining business being conducted by Caroni.

THIRD SCHEDULE

[(Section 10(1)(a)(i))]

LAND ASSIGNED TO THE MANAGER

	<i>Site Location</i>	<i>No. of Lots</i>	<i>Estimated Acreage [Subject to Survey]</i>
1.	Brothers Garth Housing Development Princes Town	90	15.00
2.	Orange Field Housing Development Ph. I (Extension)	36	6.00
3.	Cedar Hill Housing Development Ph. I (Extension)	28	4.60
4.	La Fortune Housing Development Ph. I (Extension)	15	2.50
5.	Calcutta Settlement Road	72	12.00
6.	Esperanza	60	10.00
7.	Sonny Ladoo (Exchange)	216	36.00
8.	Balmain (Montserrat)	240	40.00
9.	Factory Road	261	44.00
10.	Mc Bean	108	18.00
11.	Orange Field Housing Development Ph. II	174	29.00
12.	Picton Ph. II	222	35.00
13.	Hermitage Ph.II	330	55.00
14.	Woodland	88	18.00
15.	Roopsingh Road, Edinburgh	564	94.00
16.	Exchange (Exchange Section)	510	85.00
17.	Felicity	844	38.00
18.	La Romain	914	153.00
19.	Chin Chin Road	822	139.00
20.	Picton Extension	456	76.00
21.	Reform	900	150.00
22.	Exchange	714	19.00
	TOTAL	7664	1,279.10

Passed in the House of Representatives this 24th day
of January, 2005.

J. SAMPSON-JACENT

Clerk of the House

Passed in the Senate this 26th day of August,
2005.

N. JAGASSAR

Acting Clerk of the Senate

Senate amendments agreed to by the House of
Representatives this 5th day of September, 2005.

J. SAMPSON-JACENT

Clerk of the House