

TRINIDAD AND TOBAGO.

No. 31. —1912.

17th June.

AN ORDINANCE to carry into effect an agreement relating to the Cipero Tramroad and for other purposes incidental thereto.

[L.S.]

GEORGE R. LE HUNTE,

GOVERNOR.

1st July, 1912.

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 Cipero Tramroad Ordinance, 1912.
- Dissolution of Commission.** **2.** From and after the commencement of this Ordinance the corporate body known as the Board of Commissioners of the Cipero Tramroad appointed under Ordinances Nos. 4 of 1856 and 20 of 1869 and the Tramroad Commissioners Ordinance No. 227 shall be dissolved and all rights powers and authority conferred upon them by the said Ordinances or any other Ordinance shall absolutely cease and determine.
- Confirmation of agreement in Schedule I.** **3.** The agreement set forth in the First Schedule hereto shall as from the date thereof be valid and effectual, according to the tenor thereof, to effect the surrender of all

the right, title and interest in the Ciperó Tramroad of the Board of Commissioners of the Ciperó Tramroad and the said agreement is hereby confirmed and declared to be valid and effectual for all the purposes aforesaid.

4. It is declared that the Ciperó Tramroad and the branches thereof, and all the lands used or occupied for the purposes thereof with their appurtenances, as the same are particularly described in the Second Schedule hereto, are and shall remain vested in His Majesty the King His Heirs and Successors in absolute dominion, and free from all claims, rights, estates, interests, charges or incumbrances whatsoever.

Property in
tramroad.

5. The Ciperó Tramroad, as hereinbefore described, shall be incorporated in the Government Railways of this Colony and shall form portion thereof, and the provisions of the Railways Ordinance, No. 145 shall apply to such portion as if the same had been constructed by the Government under the provisions of such last mentioned Ordinance.

Tramroad to
be incorpo-
rated in
Government
Railway.

6. The agreements contained in the Third Schedule to this Ordinance shall as from the date of the commencement of this Ordinance be valid and effectual for all purposes, and shall in accordance with the terms thereof be binding upon His Majesty the King His Heirs and Successors, and upon the Government of this Colony, the New Colonial Company Limited and the Tennants Estates Limited therein mentioned, and all persons or corporations claiming through under or in succession to them. And no claim shall arise and no action or other proceeding shall be brought or commenced by any third party against any party to any of the said agreements on the ground or in respect of any such agreements having been entered into or otherwise on the ground or in respect thereof, or on the ground or in respect of the dissolution of the said Board of Commissioners or of the cesser and determination of their powers and functions.

Agreements in
third Schedule

7. All books, documents and papers whatsoever relating to the management upkeep and control of the Ciperó Tramroad which at or immediately before the commencement of this Ordinance were in the possession or control of the Board

Books, etc., of
Commissioners
to be handed
over.

of Commissioners of the Ciperó Tramroad shall be handed over by the Secretary of the Commissioners or other person having them in his possession to the Chief Resident Engineer of the Trinidad Government Railways.

Repeal.

8. The Tramroad Commissioners Ordinance, No. 227, in so far as the same refers to the Board of Commissioners of the Ciperó Tramroad, and the Ciperó Tramway (Crossings) Ordinance, No. 228 are hereby repealed.

Passed in Council this Seventeenth day of June, in the year of Our Lord one thousand nine hundred and twelve.

HARRY L. KNAGGS,
Clerk of the Council.

SCHEDULE I.

"A."

This is the Deed marked "A" referred to in the prefixed affidavit of Partrick Corbie sworn to this 8th day of May, 1912.

Before me,

B. MONTSERIN,
Acting Deputy Registrar-General.

Prepared by me.

A. D. O'CONNOR,
Conveyancer.

TRINIDAD.

THIS AGREEMENT made and entered into this first day of May in the year of Our Lord one thousand nine hundred and twelve Between THE BOARD OF COMMISSIONERS of the CIPERO TRAMROAD hereinafter called the Board of the one part and HORACE RICHARD MARWOOD Chief Resident Engineer of the Trinidad Government Railway Extensions of the other part WHEREAS it is proposed to extend the Railway System of the Colony and the Cipero Tramroad is required for the purposes of such extension AND WHEREAS the Board is satisfied that it is to the public interest to surrender the said Tramroad to the Government for the purposes aforesaid and has by Resolution dated the first day of May 1912 ordered and directed that this agreement be entered into for the purpose of effecting such surrender NOW THIS AGREEMENT WITNESSETH that in consideration of the premises The Board hereby surrenders to the Government the said Tramroad and all its right title and interest therein IN WITNESS WHEREOF the said parties hereto have hereunto set their hands the day and year first herein written.

Signed and delivered by Harris Harragin,
Henry Earle Murray, and John Lang
Moodie, three of the members of the
Board of Commissioners of the Cipero
Tramroad in pursuance of a Resolu-
tion of the Board dated the first day
of May 1912 in the presence of John
Melhuish, Accountant, San Fernando.

HARRIS HARRAGIN,
Chairman

H. E. MURRAY.

J. L. MOODIE.

Before me,

L. A. VILAIN,
Justice of the Peace.

Signed and delivered by the within named
Horace Richard Marwood in the pre-
sence of Patrick Corbie of No. 55
Abercrombie Street, Port-of-Spain,
Solicitor's Clerk

H. R. MARWOOD.

And of me,

A. D. O'CONNOR,
Conveyancer.

I, JOHN MELHUIISH of the Town of San Fernando in the Island of Trinidad Accountant make oath and say that I was personally present on the first day of May one thousand nine hundred and twelve at San Fernando aforesaid and did then and there see Harris Harragin, Henry Earle Murray and John Lang Moodie three of the members of the Board of Commissioners of the Ciperó Tramroad sign and deliver the within written deed as and for the act and deed of the said Board in pursuance of a Resolution of the said Board which deed purports to be a deed of two parts and made between the Board of Commissioners of the Ciperó Tramroad of the one part and Horace Richard Marwood of the other part and that the signatures "Harris Harragin," "H. E. Murray," and "J. L. Moodie" to the said deed subscribed are of the proper handwritings of the said Harris Harragin, Henry Earle Murray, and John Lang Moodie respectively and that the signatures "John Melhuish" and "L. A. Vilain" to the said deed subscribed as those of the witnesses to the execution of the same by the said Board are of the proper handwritings of me this deponent and of the said L. A. Vilain.

Sworn to at 2/4 King Street in the Town
of San Fernando this Sixth day of } JOHN MELHUIISH.
May 1912.

Before me,

L. A. VILAIN,
Justice of the Peace.

I, PATRICK CORBIE of number 55 Abercromby Street in the Town of Port-of-Spain in the Island of Trinidad Solicitor's Clerk make oath and say that I was personally present on the eighth day of May one thousand nine hundred and twelve at Port-of-Spain aforesaid and did then and there see Horace Richard Marwood one of the parties to the deed hereto prefixed marked "A" purporting to be a deed of two parts and made between the Board of Commissioners of the Ciperó Tramroad of the one part and the said Horace Richard Marwood of the other part sign and deliver the same as and for his act and deed and that the signature "H. R. Marwood" to the said deed subscribed is of the proper handwriting of the said Horace Richard Marwood and that the signatures "Patrick Corbie" and "A. D. O'Connor" to the said deed subscribed as those of the witnesses attesting the due execution of the same by the said Horace Richard Marwood are of the proper handwritings of me this deponent and of the said A. D. O'Connor.

Sworn to at the Registrar-General's Office
in the Town of Port-of-Spain this 8th
day of May one thousand nine hun- } PATRICK CORBIE.
dred and twelve.

Before me,

B. MONTSERIN,
Acting Deputy Registrar-General.

SCHEDULE II.

THE CIPERO TRAMROAD.

- (A.) The Tramroad called the Ciperó Tramroad described in the Final order of the Central Road Board dated 1st April 1858 and signed by Sylvester Devenish the Secretary to the Board published in the *Royal Gazette* Vol. 24 No. 14 dated April 7, 1858 commencing at a point called the old shipping place at the Ciperó River on the plantation "Les Efforts" and running thence in an easterly direction to its terminus at the Mission Village now called Princes Town—together with the authorised extension thereof to a point on the high road near the entrance to the plantation "Brooinage."
- (B.) A branch line known as the "Mon Repos" or "Ballast Pit" branch commencing by a junction with the Ciperó Tramroad first described, at a point thereon 390 feet or thereabout measured along the said tramroad in an easterly direction from the centre of the level crossing carrying the southern main road across it at the point known as the "Cross" and extending in a north-easterly direction through the Les Efforts, Felicite, and Mon Repos Estates crossing the Naparima-Mayaro Main Road and thence to its terminus at the gravel pit on the eastern side of the Naparima Hill.
- (C.) A branch known as the "Jordan Hill" branch commencing by a junction with the Ciperó Tramroad first described, at a point approximately 3,762 feet measured along that tramroad in an easterly direction from the centre of the level crossing of the Manahambre Road over the said Ciperó Tramroad, south of Ste. Madeleine Village, and extending in a southerly direction through the Ste. Madeleine, St. Charles, and Cupar Grange Estates crossing the Manahambre Road near Chereco Village, and crossing the Inverness Public Road to its termination on the lands of the plantation Jordan Hill.
- (D.) A branch known as the "Cedar Hill" branch commencing by a junction with the Ciperó Tramroad first described, at a point thereon approximately 4,520 feet measured in an easterly direction along the said tramroad, from the junction of the Jordan Hill branch last described, and extending in a south-westerly direction through the Belvedere and Cedar Hill Estates to its termination.

SCHEDULE III.

TO ALL TO WHOM THESE PRESENTS SHALL COME, I Joseph Phillips Crawley of the City of London Notary Public duly admitted and sworn do hereby certify that on the day of the date hereof personally came and appeared before me George Morris Ohlson the Declarant named in the Declaration hereto annexed marked "A" and by solemn declaration which the said Declarant then made before me in the due form of Law did solemnly and sincerely declare to be true the several matters and things mentioned and contained in the said annexed declaration.

IN FAITH AND TESTIMONY WHEREOF I, the said Joseph Phillips Crawley have hereunto signed my name and affixed my Seal of Office and have caused the said declaration and also the agreement marked "B" mentioned and referred to in and by the said declaration to be hereunto also annexed.

Dated at London, England, the twenty-second day of February in the year one thousand nine hundred and twelve.

In Testimonium Veritatis.

LS

J. PHILLIPS CRAWLEY,
Notary Public.

"A."

This is the declaration marked "A" referred to in my certificate hereto prefixed dated the twenty-second day of February, 1912.

J. PHILLIPS CRAWLEY,
Notary Public.

I, GEORGE MORRIS OHLSON of 20, Eastcheap, London, E.C., Mercantile Clerk, do solemnly and sincerely declare that I was personally present on the 22nd day of February one thousand nine hundred and twelve at 20, Eastcheap, London, E.C., and did then and there see Frank Preston the Secretary of the New Colonial Company Limited affix the Common Seal of the said Company to the agreement hereto annexed marked "B" in pursuance of a Resolution of the Directors of the said Company and in the presence of Frederick Lubbock and Edward Packard two of the said Directors which agreement purports to be an agreement of two parts and made between Horace Richard Marwood of the one part and the said Company of the other part and did then and there also see the said Frederick Lubbock and Edward Packard sign and deliver the said agreement as and for the act and deed of the said Company and that the Seal to the said agreement set and affixed is the Common Seal of the said Company and that the signatures and words "F. Lubbock, Director," "E. Packard, Director," and "Frank Preston, Secretary" to the said agreement subscribed are of the proper handwritings of the said Frederick Lubbock, Edward Packard

and Frank Preston respectively and that the signature "Geo. M. Ohlson" to the said agreement subscribed as that of the witness attesting the due execution of the same by the said Company is of the proper handwriting of me this declarant and I make this declaration conscientiously believing the same to be true and by virtue of the said Statute in such case made and provided.

Declared at London, England, this 22nd }
 day of February one thousand nine } GEO. M. OHLSON.
 hundred and twelve. }

Before me,

J. PHILLIPS CRAWLEY,
 Notary Public.

"B."

This is the Agreement marked "B" referred to in the prefixed declaration of George Morrif Ohlson made this 22nd day of February, 1912.

Before me,

J. PHILLIPS CRAWLEY,
 Notary Public.

THIS AGREEMENT made and entered into this 22nd day of February, in the year One thousand nine hundred and twelve BETWEEN HORACE RICHARD MARWOOD of the Ward of St. Joseph in the Island of Trinidad General Manager and Chief Resident Engineer of Railways acting herein for and on behalf of the Government of Trinidad and Tobago and hereinafter called the Engineer (which term includes the person for the time being performing the duties of Head of the Railway Department) of the one part and THE NEW COLONIAL COMPANY LIMITED being a Company incorporated under the Companies Acts of the United Kingdom and carrying on business in the City of London and certain British Possessions including the Island of Trinidad and hereinafter called "The Company" of the other part WHEREAS under and by virtue of Ordinance No. 4 of 1856 as amended by Ordinance No. 20 of 1869 there was established a tramroad for the transport of the staple products and general traffic of the Island known as "the Ciperó Tramroad" AND WHEREAS the same is under the said Ordinances vested in the Crown but the control and management thereof is vested in a Board of Commissioners nominated by the owners of certain plantations situate in the Wards of Naparima and Savana Grande AND WHEREAS the Colonial Government is desirous of extending the Railway system of the Colony partly along and over the said tramroad and for this purpose to assume the control and management of the same AND WHEREAS The Company as owners of several of the said plantations are in the enjoyment of certain

privileges and facilities from the Board of Ciperó Commissioners which it is expedient to continue under the future working of the tramroad NOW THEREFORE THIS AGREEMENT WITNESSETH as follows :—

1. The Company hereby surrender and abandon all rights at law and in equity which they at any time claimed or now claim to have on or in respect of the said tramroad.

2. The Government hereby assumes all and every the obligations of the Board of Ciperó Commissioners to carry public traffic and to maintain for that purpose the lines and works in good working order as and from the date of the coming into operation of the Ordinance hereinafter referred to.

3. The Company shall be at liberty on and for the furtherance of the business of their own plantations and factories to pass and repass with their engines, waggons and trucks over such portions of the tramroad as run within the limits of such plantations or in the event of any lines being substituted for such portions or any of them then over such substituted lines subject however to such right being exercised only in accordance with the Regulations of the Trinidad Government Railway for the time being in force, and subject to the officers and servants of the Company following and obeying the directions of the officers of the Railway in the working of the trains and concerning the safety of all persons, of the line and works, and of the trains, minerals, goods, animals, commodities or things being in or upon any part of the tramroad or works. Provided always that the Company shall be entitled to use their existing rolling stock and any part thereof, so long as in the opinion of the Manager of the Trinidad Government Railways the safe working of the line is not endangered by such user.

4. In the event of the Company exercising the right given to them by clause 3 hereof, they shall for the period of five years computed from the date of the assumption of the tramroad by the Government pay to the Government at the end of every fortnight a toll at the rate of two cents per ton per mile in respect of goods and produce carried by them over such portion of the said tramroad during such fortnight, and from and after the expiration of the said period of five years they shall pay to the Government in respect of goods and produce carried by them over such portion of the said tramroad a toll of such sum being less than eight cents per ton per mile as may from time to time be fixed by Regulation. If however the Company elect that the Government shall cause the haulage to be done on their behalf then instead of the road toll hereinbefore provided for they shall pay an inclusive charge to be arranged at the time so only that the said inclusive charge shall be less than the charges authorised by the Board of Ciperó Commissioners and in force on the 18th of October, 1910. Provided always that in no case shall the Company be called on or required to pay a higher toll or rate per mile than is for the time being charged to or payable by any third party for the carriage of goods or produce over the said tramroad or any part thereof but shall be entitled at all times to be treated on the most favoured basis.

5. The Company shall keep a proper book to the satisfaction of the Engineer who shall either by himself or by any other officer deputed by him at all times have free access thereto showing the

tonnage and description of the goods and produce carried over the said tramroad and the distance over which the same is so carried; and the Company shall once in every week supply to the Engineer a full and accurate return certified as correct by the principal officer of the Company in charge of the Company's plantations giving the particulars hereby required to be kept in the said book, such return to be supplied within seven days of the last day to which it refers.

6. The Company shall at their own proper cost upkeep and maintain such portions of the tramroad as shall be used by them and not be required by the Government for public traffic and in addition thereto shall pay to the Government by way of rent a sum at the rate of two shillings per annum per mile.

7. The Government shall as soon as conveniently may be after the passing of the Ordinance hereinafter referred to construct at its own expense a duplicate line commencing at the end of the San Fernando tramroad passing along the Southern side of the existing tramroad (except where it shall follow the line thereof) to a point near the western end of the Victoria Village lots where it shall cross the existing line on the level and proceed along the northern side thereof (except where it shall follow the existing line) to the point where the St. Madeleine siding of the Company joins the Ciperó tramroad near the bridge carrying it across the Ciperó River south of the St. Madeleine Village.

8. The Government shall in connection with the construction of such duplicate line make at its own expense all necessary junctions to communicate with

(a) the Mon Repos branch (b) the Union Hall branch (c) the Felicity branch (d) the Corinth branch (e) the Tarouba branch.

9. The siding known as Retrench Fork the property of the Company and being on the southern side of the existing line shall be abandoned and a similar siding shall at the expense of the Government be substituted for it near the eastern end of the Victoria Village on the side of the Corinth Road connecting with the duplicate line in paragraph 6 hereof mentioned.

10. The siding known as the Belmont Fork on the southern side of the existing line shall remain in its present position and be connected to the said duplicate line or any equally convenient siding shall be substituted therefor at the cost of the Government.

11. Sidings or crossing loops shall at the expense of the Government be laid so as to connect with the said duplicate line near the site of the existing sidings known respectively as Corinth No. 1 Loop, Corinth No. 2 Loop, Corinth Fork, Union Hall Fork, Guinness' Loop and Embarcadere Fork.

12. In case the Engineer shall find it necessary in making the junctions provided for in clause 8 hereof to remove the Company's weighbridge at Mon Repos siding the same shall be so removed and re-erected at a convenient spot near by at the expense of the Government.

13. If it shall be found necessary the Government shall at its own expense construct a short length duplicate line above the Usine St. Madeleine, that is to say between the Company's private line known as the Daisy

line and that portion of the Company's private line extending from the Usine St. Madeleine yard eastward towards the Company's Belvedere line with the necessary crossing over the Ciperó tramroad on the level.

14. The Government shall at its own expense construct an additional line commencing at the termination of the San Fernando tramroad and running in a westerly direction on the southern side of the existing line and in continuation of the said duplicate line to the Company's Embarcadere siding. Provided always and it is hereby agreed that during the construction of the duplicate lines hereinbefore firstly and thirdly mentioned the Company shall be at liberty to use the existing line without any other payment than would be required for the use of such duplicate lines after the construction thereof.

15. The Company shall be permitted to work their own estate traffic between St. Madeleine and San Fernando over the Government line on paying the Government for the use of the road a toll at a rate to be less than eight cents per ton per mile. Provided always that in no case shall the Company be called on or required to pay a higher toll or rate per mile than is for the time being charged to or payable by any third party for the carriage of goods or produce over the said tramroad or any part thereof but shall be entitled to be treated on the most favoured basis.

16. Arrangements shall be made with the Engineer to allow the estates abutting on the tramroad to load canes into trucks on the line during the night and at other times but not so as to interfere with or obstruct the Railway traffic.

17. Where extension works shall cause any damage to existing roads, sidings, crossing or drains belonging to the Company the same shall at the expense of the Government be restored to the like good condition as to levels and otherwise in which they were before ;

Provided however these matters shall not already have been taken into consideration in any compensation paid to the Company.

18. If it becomes necessary at any time to appoint additional watchmen at road crossings by reason of the altered conditions of railway working the costs thereof shall be borne by the Government.

19. The Company shall be at liberty to have their canes carried by manual labour over the Government lines provided that a competent person is placed in charge of every gang of carriers who shall be responsible for the safety of such carriers and that no obstruction of any kind is placed on the line or in proximity to it.

20. The Company will hold the Government and every officer thereof harmless and indemnified against any claim or action for damage or otherwise arising in connection with the carrying of canes across the lines as provided in clause 19 hereof.

21. The Government shall pay to the Company reasonable compensation for crops destroyed or damaged by reason of the making of the said line or lines.

22. No compensation shall at any time be payable to the Company for or in respect of any land taken for the duplication of the line or for the alteration or restoration of the existing works as provided for in this agreement and the Company agree to execute at the cost and charges of

the Colonial Government all such conveyances as may be necessary for vesting such land in His Majesty.

23. The Company shall keep the Government and every officer thereof harmless and indemnified against all claims or actions for damage or otherwise for or by reason of anything done or omitted to be done by the Board of Cipero Commissioners or by the Company in the operation and working of the said tramroad prior to the passing of the Ordinance hereinafter referred to.

4. An Ordinance shall as soon as conveniently may be after the execution of these presents be introduced into the Legislative Council of the Colony of Trinidad and Tobago for the following purposes :—

1. To relieve the Cipero Commissioners of their duties and to terminate their functions.
2. To pass the control and management of the Cipero tramroad to the Government Railway Department.
3. To embody and adopt this agreement as and from the time at which the functions of the Cipero Commissioners shall cease.

25. This agreement shall only come into operation on the date of the coming into force of the Ordinance hereinbefore referred to and should such Ordinance not come into force within one year from the date hereof shall be null and void.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year first hereinabove written.

The above was prepared by me.

A. D. O'CONNOR,
Conveyancer.

The Common Seal of the New Colonial Company, Limited, was hereunto affixed by the authority of the Directors of the said Company in conformity with the Articles of Association of the said Company and in the presence of Frederick Lubbock and Edward Packard two of the Directors of the said Company and in the presence of and countersigned by Frank Preston as the Secretary of the said Company in the presence of Geo. M. Ohlson, 20, Eastcheap, London, E.C., Mercantile Clerk.

Signed and delivered by the within named Horace Richard Marwood in the presence of Jos. A. H. Dowdy of No. 30, Siparia Hill, Port-of-Spain, Solicitor's Clerk

And of me



F. LUBBOCK, Director.

E. PACKARD, Director.

FRANK PRESTON, Secretary.

H. R. MARWOOD.

10/4/1912.

A. D. O'CONNOR,
Conveyancer.

I, JOSEPH ANTHONY HUBERT DOWDY of No. 30, Siparia Hill in the town of Port-of-Spain in the Island of Trinidad Solicitor's Clerk make oath and say that I was personally present on the 10th day of April 1912 at Port-of-Spain aforesaid and did then and there see Horace Richard Marwood one of the parties to the within written deed purporting to be a deed of two parts made between the said Horace Richard Marwood of the one part and the New Colonial Company, Limited of the other part sign and deliver the same as and for his act and deed and that the signature "H. R. Marwood" thereto subscribed is of the proper handwriting of the said Horace Richard Marwood and that the signature "Jos. A. H. Dowdy" thereto also subscribed as of that of the witness to the execution of the same by the said Horace Richard Marwood is of the proper handwriting of me this deponent.

Sworn to at the Registrar-General's }
Office, Port-of-Spain, this 8th } JOS. A. H. DOWDY.
day of May, 1912.

Before me,

B. MONTSERIN,
Acting Deputy Registrar-General.

TO ALL TO WHOM THESE PRESENTS SHALL COME, I, JOHN EDWARD NEWTON, Notary Public of the City of London by Royal Authority duly admitted and sworn, practising in said City do hereby certify that on the day of the date hereof personally came and appeared before me CHARLES GARDNER ROUGHT the Declarant named in the declaration hereto annexed marked "A" and by solemn declaration which the said Declarant then made before me in the due form of Law did solemnly and sincerely declare to be true the several matters and things mentioned and contained in the said annexed declaration.

IN FAITH AND TESTIMONY WHEREOF I the said Notary have hereunto signed my name and affixed my Seal of Office and have caused the said declaration and also the agreement marked "B" mentioned and referred to in and by the said declaration to be hereunto also annexed.

LS

Dated at London the twenty-third day of February, in the year one thousand nine hundred and twelve.

JOHN E. NEWTON,
Notary Public, London.

"A"

This is the Declaration marked "A" referred to in my certificate hereto prefixed and dated the twenty-third day of February, 1912.

Before me,

JOHN E. NEWTON,
Notary Public, London.

I, CHARLES GARDNER ROUGHT of No. 9, Mincing Lane, in the City of London, England, Mechanical Engineer, do solemnly and sincerely declare that I was personally present on the twenty-third day of February, one thousand nine hundred and twelve at No. 9, Mincing Lane, aforesaid and did then and there see Alfred Samuel Pearce, the Secretary *pro tem* of the Tennant's Estates, Limited, affix the Common Seal of the said Company to the agreement hereto annexed marked "B" in pursuance of a Resolution of the Directors of the said Company and in the presence of William Augustus Tennant and Edgar Bee Beck two of the said Directors which agreement purports to be an agreement of two parts and made between Horace Richard Marwood of the one part and the said Company of the other part and did then and there also see the said William Augustus Tennant, Edgar Bee Beck and Alfred Samuel Pearce sign and deliver the said agreement as and for the act and deed of the said Company and that the Seal to the said agreement set and affixed is the Common Seal of the said Company and that the signatures and words "W. A. Tennant, Director;" "E. B. Beck, Director;" and "A. S. Pearce, Secretary, *pro tem*;" to the said agreement subscribed are of the proper handwritings of the said William Augustus Tennant, Edgar Bee Beck and Alfred Samuel Pearce respectively, and that the signature "Charles G. Rought" to the said agreement subscribed as that of the witness attesting the due execution of the same by the said Company is of the proper handwriting of me this Declarant and I make this declaration conscientiously believing the same to be true and by virtue of the Statute in such case made and provided.

Declared at No. 9, Mincing Lane, in
the City of London, this twenty-
third day of February, one
thousand nine hundred and twelve. } CHARLES G. ROUGHT.

Before me,

JOHN E. NEWTON,
Notary Public, London.

"B."

This is the Agreement marked "B" referred to in the prefixed declaration of Charles Gardner Rought made this Twenty-third day of February, 1912.

Before me,

JOHN E. NEWTON,
Notary Public, London.

THIS AGREEMENT made and entered into this 23rd day of February One thousand nine hundred and twelve Between HORACE RICHARD MARWOOD of the Ward of St. Joseph in the Island of Trinidad General Manager and Chief Resident Engineer of Railways acting herein for and on behalf of the Government of Trinidad and Tobago and hereinafter called "The Engineer" (which term includes the person for the time being

performing the duties of the Head of the Railway Department) of the one part and TENNANTS ESTATES LIMITED being a Company incorporated under the Companies Act of the United Kingdom and carrying on business in the City of London and in the Island of Trinidad and hereinafter called "the Company" of the other part. WHEREAS under and by virtue of Ordinance No. 4 of 1856 as amended by Ordinance No. 20 of 1869 there was established a tramroad for the transport of the staple products and general traffic of the Island known as "the Ciperó Tramroad" AND WHEREAS the same is under the said Ordinances vested in the Crown but the control and management thereof are vested in a Board of Commissioners nominated by the owners of certain plantations situate in the Wards of Naparima and Savana Grande and WHEREAS the Colonial Government is desirous of extending the Railway System of the Colony partly along and over the said tramroad and for this purpose to assume the control and management of the same AND WHEREAS the Company as owners of several of the said plantations are in enjoyment of certain privileges and facilities from the Board of Ciperó Commissioners which it is expedient to continue under the future working of the tramroad NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:—

1. The Company hereby surrender and abandon all rights at Law and in Equity which they at any time claimed or now claim to have on or in respect of the said tramroad.

2. The Government hereby assume all and every the obligations of the Board of Ciperó Commissioners to carry public traffic and to maintain for that purpose the lines and works in good working order as and from the date of the coming into operation of the Ordinance hereinafter referred to.

3. The Company shall be at liberty on and for the furtherance of the business of their own plantations and factories to pass and repass with their engines waggons and trucks over such portions of the tramroad as run within the limits of such plantations or in the event of any lines being substituted for such portions or any of them then over such substituted lines subject however to such right being exercised only in accordance with the Regulations of the Trinidad Government Railway for the time being in force and subject to the officers and servants of the Company following and obeying the direction of the officers of the Railway in the working of the trains and concerning the safety of all persons of the line and works and of the trains, minerals, goods, animals commodities or things being in or upon any part of the tramroad or works. Provided always that the Company shall be entitled to use their existing rolling stock and any part thereof so long as in the opinion of the Manager of the Trinidad Government Railways the safe working of the line is not endangered by such user.

4. In the event of the Company exercising the right given to them by clause 3 hereof they shall for the period of five years computed from the date of the assumption of the tramroad by the Government pay to the Government at the end of every year a toll at the rate of two cents per ton per mile in respect of goods and produce carried by them over such portion of the said tramroad during the said period and from and after the expiration of the said period of five years they shall pay to the Govern-

ment in respect of goods and produce carried by them over such portion of the said tramroad a toll of such sum being less than eight cents per ton per mile as may from time to time be fixed by Regulations. If however the Company elect that the Government shall cause the haulage to be done on their behalf then instead of the road toll hereinbefore provided for they shall pay an inclusive charge to be arranged at the time, so only that the said inclusive charge shall be less than the charges authorised by the Board of Ciperó Commissioners and in force on the 18th of October, 1910. Provided always that in no case shall the Company be called on or required to pay a higher toll or rate per mile than is for the time being charged to or payable by any third party for the carriage of goods or produce over the said tramroad or any part thereof, but shall be entitled at all times to be treated on the most favoured basis.

5. The Company shall keep a proper book to the satisfaction of the Engineer who shall either by himself or by an officer deputed by him at all times have free access thereto showing the tonnage and description of the goods and produce carried over the said tramroad and the distance over which the same is so carried and the Company shall once in every week supply to the Engineer a full and accurate return certified as correct by the principal officer of the Company in charge of the Company's plantations giving the particulars hereby required to be kept in the said book such return to be supplied within seven days of the last day to which it refers.

6. The Company shall at their own proper cost upkeep and maintain such portions of the tramroad as shall be used by them and not be required by the Government for public traffic and in addition thereto shall pay to the Government by way of rent a sum at the rate of two shillings per annum per mile.

7. The Government shall as soon as conveniently may be after the passing of the Ordinance hereinafter referred to construct at its own expense a line between the "Princes Town" or "Guaracara" branch commencing near the mile mark denoting $42\frac{1}{4}$ miles from Port-of-Spain on that branch and joining with the Ciperó tramroad near the Malgretoute factory. It is agreed that this line may be constructed by the Government through the Malgretoute factory yard over the site of the existing Malgretoute Buen Intento Road eastward of the yard pond or reservoir and the Engineer may divert the said road at the expense of the Government in accordance with the plan attached in a manner to avoid its crossing the said Railway on the level provided that in such case the Engineer shall extend as necessary the existing conduit or waterway under the said road for the supply of water to the pond.

8. The Company undertake provided their estates shall so long continue at work to cause to be handed to the Government for carriage the Company's traffic both produce and supplies except as provided for in clauses 3 and 4 for a period of five years from the date of the assumption of the tramroad by the Government at the rates following that is to say (a) for sugar from Malgretoute factory to the Wharf at San Fernando loaded and discharged by the Government at the rate of three shillings per ton (b) for sugar from Malgretoute factory to Port-of-Spain including storage for a period not exceeding twenty-one days and delivery free in

lighters alongside ship in the harbour at the rate of six shillings and nine pence per ton (c) Cane, if worked by the Government's trains in owners' trucks loaded and discharged by the Company, including empties outward, at the rate of three cents per ton per mile. The Company shall cover by Marine Insurance the value of its goods while awaiting shipment in wharf sheds and lighters and during shipment without cost to the Government. The foregoing rates shall not apply to any consignment of less than six tons or to any consignment not exceeding six tons unless such last mentioned consignment is carried in one truck.

9. It is further agreed that the Company shall be entitled to call upon the Government to lay a duplicate line between the junction of the Company's Friendship siding with the Ciperó tramroad and the Company's Manahambre siding near the Malgretoute Factory in case it shall be found impossible to arrange reasonable terms with the Government for the carriage of the Company's canes. Such duplication may be laid on the northern or eastern side of the existing tramroad from the Friendship siding to the western junction of the Malgretoute Factory sidings and from the Malgretoute siding shall continue partly along the northern side of the Ciperó Tramroad then crossing over it on the level at some point convenient to the Railway shall continue along the southern or western side of tramroad until it joins the Company's Manahambre siding near the eastern end of the Malgretoute factory yard. In case the duplicate line hereinbefore named shall be constructed between Friendship and Malgretoute then the necessary junctions shall be made for communication between the said line and existing sidings where necessary at the cost of the Government that is to say

- (1.) New siding at Cedar Hill Friendship West boundary on the North side of the main line.
- (2.) The existing fork siding to the West of the curve, West of the Friendship main branch junction, known as the Friendship Sugar House siding to be removed to the North side of the main line. The Company agree to raise no objection to a diversion of the main line which the Government may make between the Friendship Sugar House Siding and a point near the junction of the New Colonial Company's Cedar Hill--Manahambre branch with the main line and to give free of cost the land required for the same in exchange for the existing main line formation between the said points, which the Company may use for their own purposes.
- (3.) Existing Friendship main branch.
- (4.) Existing Cedar Hill--Manahambre branch.
- (5.) New Siding Friendship, No. 3, at a trace crossing between Friendship main branch junction and Friendship No. 2 Siding.
- (6.) Friendship No. 2. Existing fork siding to be removed and relaid with points facing East instead of West.
- (7.) Friendship No. 1. Existing fork siding to be removed and relaid with points reversed. This is to be a long siding.
- (8.) Friendship--Malgretoute Branch Existing siding.

- (9.) Existing Malgretoute Sugar House Loop to be converted into a fork siding on the North side of the main line.
- (10.) The existing catch siding near Malgretoute reservoir East of the Works to be removed and a siding substituted on the North side of the main line near the Naparima—Mayaro main road crossing.

Subject as aforesaid adequate communication between the main line and the sidings will be maintained by the Government.

10. Arrangements may be made with the Engineer to allow the estates abutting on the tramroad to load canes into trucks on the line during the night and at other times but not so as to interfere with or obstruct the Railway traffic.

11. Where the railway works shall cause any damage to existing roads sidings crossings or drains belonging to the Company the same shall at the expense of the Government be restored to the like good condition as to levels and otherwise in which they were before provided however that these matters shall not already have been taken into consideration in any compensation paid to the Company.

12. If it becomes necessary at any time to appoint additional watchmen at road crossings by reason of the altered conditions of Railway working the costs thereof shall be borne by the Government.

13. The Company shall be at liberty to have their canes carried by manual labour over the Government lines provided that a competent person is placed in charge of every gang of carriers who shall be responsible for the safety of such carriers and that no obstruction of any kind is placed on the line or in proximity to it.

14. The Company will hold the Government and every officer thereof harmless and indemnified against any claim or action for damage or otherwise arising in connexion with the carrying of canes across the line as provided in clause 13 hereof.

15. The Government shall pay to the Company reasonable compensation for crops destroyed or damaged by reason of the making of the said line or lines.

16. No compensation shall at any time be payable to the Company for or in respect of any land taken for the duplication of the line or for the alteration or restoration of the existing works as provided for in this agreement and the Company agree to execute all such conveyances as may be necessary for vesting such land in His Majesty at the expense of the Government.

17. The Company shall keep the Government and every Officer thereof harmless and indemnified against all claims or actions for damage or otherwise for or by reason of anything done or omitted to be done by the Board of Cipro Commissioners or by the Company, in the operation and working of the said tramroad prior to the passing of the Ordinance hereinafter referred to.

18. If the Company shall construct and maintain its private waggons to the satisfaction of the Engineer to the standard required by the Railway Regulations as approved by the Governor from time to time such waggons

shall, if required, be permitted to work in trains of the Railway worked by the department during the subsistence of any working arrangements between the Company and the Railway but they shall be removed from Railway sidings when not so in use.

19. An Ordinance shall as soon as conveniently may be after the execution of these presents be introduced into the Legislative Council of the Colony of Trinidad and Tobago for the following purposes:--

1. To relieve the Cipero Commissioners of their duties and to terminate their functions.
2. To pass the control and management of the Cipero Tramroad to the Government Railway Department.
3. To embody and adopt this agreement as and from the time at which the functions of the Cipero Commissioners shall cease.

20. This agreement shall only come into operation on the date of the coming into force of the Ordinance hereinbefore referred to and should such Ordinance not come into force within one year from this date shall be *null* and *void* for all purposes.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year first hereinabove written.

The above was prepared by me,

A. D. O'CONNOR,
Conveyancer.

The Common Seal of Tennants Estates, Limited, was hereunto affixed by the authority of the Directors of the said Company and in conformity with the Articles of Association of the said Company and in the presence of William Augustus Tennant, and Edgar Bee Beck, two of the Directors of the said Company and in the presence of and countersigned by Alfred Samuel Pearce, as the Secretary *pro tem*, of the said Company in the presence of Charles G. Rought, 9, Mincing Lane, London, Mechanical Engineer.



W. A. TENNANT, Director.

E. B. BECK, Director.

A. S. PEARCE, Sec'y *pro tem*.

Signed and delivered by the within named Horace Richard Marwood in the presence of Jos. A. M. Dowdy, of No. 30, Siparia Hill, Port-of-Spain, Solicitor's Clerk.

H. R. MARWOOD.

10/4/1912.

And of me,

A. D. O'CONNOR,
Conveyancer.

I, JOSEPH ANTHONY HUBERT DOWDY, of No. 30, Siparia Hill, in the town of Port-of-Spain, in the Island of Trinidad, Solicitor's Clerk, make oath and say that I was personally present on the 10th day of April, 1912, at Port-of-Spain, aforesaid and did then and there see Horace Richard Marwood one of the parties to the within written deed purporting to be a deed of two parts made between the said Horace Richard Marwood of the one part and Tennant's Estates, Limited, of the other part sign and deliver the same as his act and deed and that the signature "H. R. Marwood" thereto subscribed is of the proper handwriting of the said Horace Richard Marwood and that the signature "Jos. A. H. Dowdy" thereto also subscribed as of that of the witness to the execution of the same by the said Horace Richard Marwood is of the proper handwriting of me this deponent.

Sworn at the Registrar General's }
Office, Port-of-Spain, this 8th } JOS. A. H. DOWDY.
day of May, 1912.

Before me,

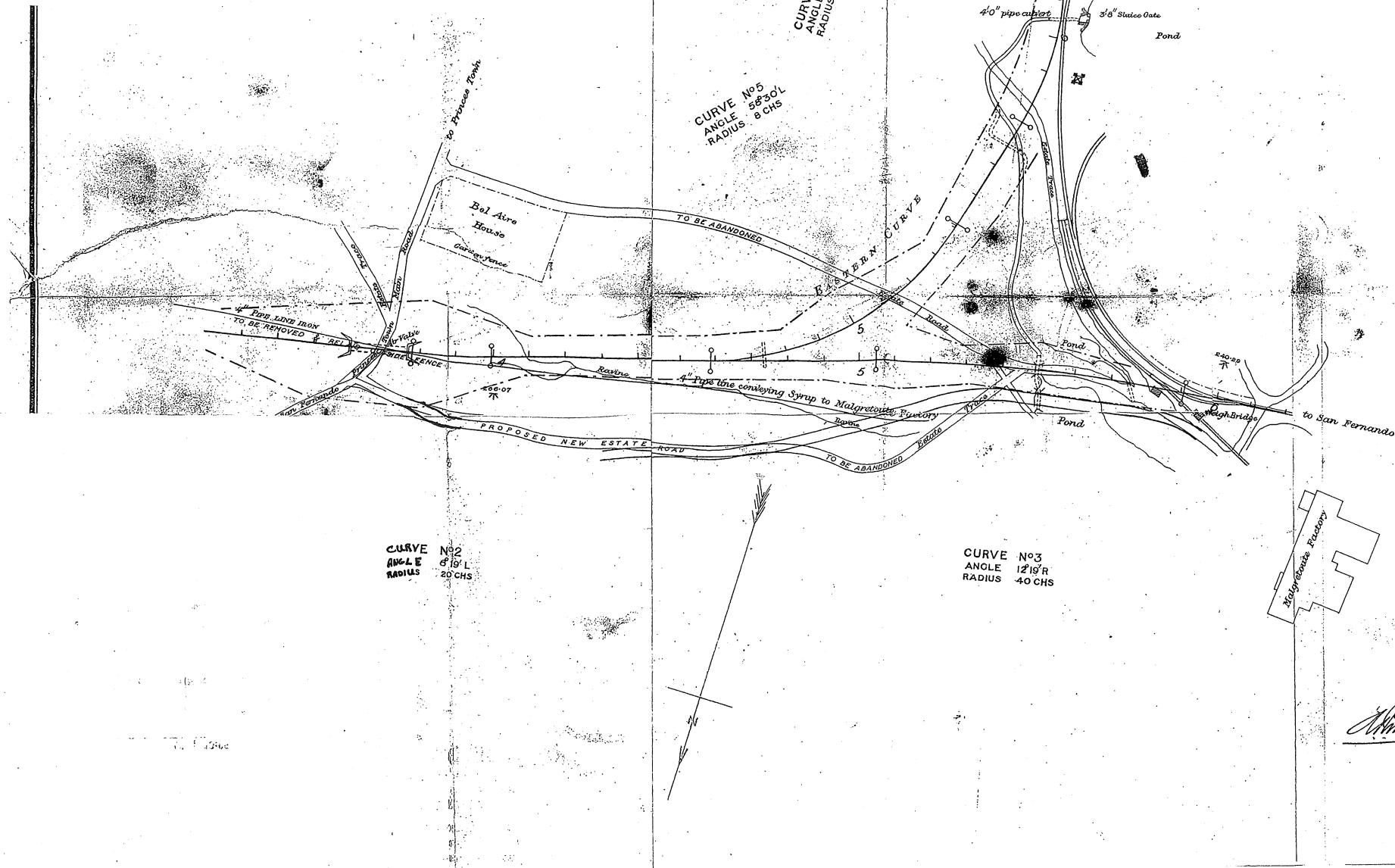
B. MONTSERIN,
Acting Deputy Registrar General.

PLAN OF LINES, &c., referred to in the prefixed deed dated 23rd February, 1912, and made between Horace Richard Marwood of the one part and Tennants Estates, Limited, of the other part.

A. D. O'CONNOR,
Conveyancer.

GUARACARA CIPERO JUNCTION LINE

SCALE: 2 CHAINS TO ONE INCH



Horace Richard Marwood
deposed & sworn
Rector
24/1/11