

TRINIDAD AND TOBAGO.

Floating Dock.

No. 20.—1906.

31st July.

AN ORDINANCE to confirm an Agreement made in connection with a Contract for the provision equipment and working by the Railway and Works Company Limited of a Floating Graving Dock and Workshops and for the payment by the Government of a subsidy in connection therewith and to authorise the Crown Agents for the Colonies to execute such Contract on behalf of the Government of Trinidad and Tobago.

[L.S.]

HUGH CLIFFORD,

ACTING GOVERNOR.

4th August, 1906.

WHEREAS by an Agreement (hereinafter called "the Preliminary Agreement") dated the 25th day of June 1906 and made in England between the Crown Agents for the Colonies (who and the Crown Agents for the Colonies for the time being are hereinafter referred to as "the Crown Agents") acting on behalf of the Government of Trinidad and Tobago (hereinafter called "the Government") of the one part and The Railway and Works Company Limited (hereinafter called "the Works Company") of the other part it was provided that the Preliminary Agreement should be conditional on the same being confirmed and on the execution of the Contract thereinafter and hereinafter

mentioned being authorised by a Special Ordinance to be passed by the Governor and Legislative Council of Trinidad and Tobago within three calendar months from the date of the Preliminary Agreement, and that such Special Ordinance should be in the terms set forth in the Second Schedule to the Preliminary Agreement with such modifications (if any) as might be agreed upon between the parties to the Preliminary Agreement.

And whereas it was further provided by the Preliminary Agreement that if within 3 calendar months from the date thereof (a) a Company (hereinafter called "the Dock Company") should have been formed and registered under the Companies' Acts 1862 to 1900 with a capital of not less than £25,000 with such a Memorandum and Articles of Association as might be required for the purposes thereafter mentioned and in such manner in other respects as should be in accordance with the provisions of the Preliminary Agreement and of the Contract thereafter and hereinafter referred to, and (b) that the Works Company and the Dock Company should have duly performed all the obligations imposed on them respectively by the Preliminary Agreement so far as the same ought then to have been performed, then the Government by the Crown Agents would enter into a Contract with the Dock Company in the terms of the draft Contract set forth in the First Schedule to the Preliminary Agreement with such modifications (if any) as might be agreed upon between the said parties thereto.

And whereas the draft set forth in the First Schedule to the Preliminary Agreement is a draft of a Contract between the Crown Agents on behalf of the Government and the Dock Company for the provision by the Dock Company of a self-docking Floating Graving Dock of the dimensions description and capacity mentioned in the Specification contained in the Schedule to such draft, together with the machinery plant fittings gear and things referred to in such Specification and the navigation thereof to and mooring thereof in the Colony and also the provision of certain workshops tugs and other things therein mentioned and the grant by the Government of a subsidy at the rate of £3 per cent. per annum on the capital expenditure therein mentioned.

And whereas it is expedient that the Preliminary Agreement should be confirmed in manner hereinafter mentioned and that the Crown Agents should be authorised to execute the said Contract on behalf of the Government in the manner hereinafter appearing.

And whereas this Ordinance is in the form set forth in the Second Schedule to the Preliminary Agreement with such modifications as have been agreed upon between the parties thereto.

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

1. This Ordinance may be cited as “The Floating Grav- Short title.
ing Dock Ordinance 1906.”

2. The Preliminary Agreement shall be and the same is Confirmation
of Preliminary
Agreement.
hereby confirmed and made binding on the Government and the Works Company, and the Government and the Works Company are hereby authorised to carry the Preliminary Agreement into effect.

3. When and so soon as the Works Company and the Authority to
Crown Agents
to execute the
Contract on
behalf of the
Government.
Dock Company shall in the opinion of the Crown Agents have respectively performed all the obligations which under the Preliminary Agreement ought to be performed by them respectively in order to entitle the Works Company to require the said Contract to be executed under the Preliminary Agreement, the Crown Agents are hereby authorised on behalf of the Government to execute a Contract in favour of the Dock Company in the terms of the draft Contract set forth in the First Schedule to the Preliminary Agreement, with such modifications (if any) as have been or may be agreed upon between the Crown Agents and the Dock Company. The said Contract when executed by the Crown Agents shall be binding on the Government in the same manner as if the Governor had been hereby authorised to execute the said Contract. The Government or the Governor or the Crown Agents on behalf of the Government are hereby authorised to carry the said Contract into effect and to execute any subsidiary agreement which may from

time to time be necessary or expedient for the purpose of giving effect to any of the provisions of the said Contract.

Execution of
contract to be
evidence of
granting.

4. The execution of the said Contract by the Crown Agents shall for all purposes be conclusive evidence that the said Contract has been duly granted.

Passed in Council this Thirty-first day of July, in the year of our Lord one thousand nine hundred and six.

ALFRED TAITT,
Acting Clerk of the Council.
