
Fifth Session First Parliament Republic of Trinidad
and Tobago



REPUBLIC OF TRINIDAD AND TOBAGO

Act No. 46 of 1980

[L.S.]

AN ACT to vest the undertaking of Trinidad and Tobago Oil Company Limited, a company incorporated in the United Kingdom, in Trinidad and Tobago Oil Company Limited, a company incorporated in Trinidad and Tobago.

[Assented to 30th December, 1980]

WHEREAS Trinidad and Tobago Oil Company Limited, a company incorporated in the United Kingdom, has

sold its undertaking to Trinidad and Tobago Oil Company Limited, a company incorporated in Trinidad and Tobago:

And whereas it is expedient to vest the undertaking of the said United Kingdom incorporated company in the said Trinidad and Tobago incorporated company in the manner hereinafter set forth.

Enactment ENACTED by the Parliament of Trinidad and Tobago as follows—

Short title 1. This Act may be cited as the Trinidad and Tobago Oil Company Limited Vesting Act, 1980.

Interpretation 2. In this Act—
 “appointed day” means the day on which this Act is deemed to have come into operation under section 6;
 “Company” means Trinidad and Tobago Oil Company Limited incorporated in the United Kingdom and having its Head Office at Salvatori Building, 2, Frederick Street, Port-of-Spain;
 “Trintoc” means Trinidad and Tobago Oil Company Limited a company incorporated in Trinidad and Tobago, and having its registered office at Salvatori Building, 2, Frederick Street, Port-of-Spain;
 “undertaking” means all the assets, liabilities and obligations of the Company including those set out in the Schedule.

Schedule

Vesting of undertaking 3. The undertaking is hereby transferred to and vested in Trintoc.

Effect of vesting 4. (1) Without prejudice to the generality of section 3, the effect of the vesting of the undertaking shall be that on and as from the appointed day—

(a) every contract existing immediately before the appointed day to which the Company was a party, whether in writing or not shall be construed and have effect as if—

(i) Trintoc is a party thereto instead of the Company;

- (ii) for any reference to the Company (whether express or implied) there were substituted as respect anything falling to be done on or after the appointed day, a reference to Trintoc;
 - (iii) any reference (whether express or implied) to the directors or to any director, officer, clerk or servant of the Company were, as respect anything falling to be done on or after the appointed day, a reference (as the case may be) to the directors of Trintoc or to such directors, officers, clerk or servant of Trintoc as Trintoc may appoint or, in default of appointment, to the director, officer, clerk or servant of Trintoc who corresponds as nearly as may be to any such director, officer, clerk or servant of the Company;
- (b) every collective agreement within the meaning of the Industrial Relations Act, ^{Act No. 23 of 1972} 1972, in existence immediately before the appointed day, to which the Company was a party shall be construed and have effect as if Trintoc were a party thereto and for the purposes of that agreement and that Act, Trintoc shall be deemed to be the successor to the Company;
- (c) notwithstanding any provision of the Income Tax Ordinance (hereinafter in this paragraph called "the Ordinance") or any other rule of law to the contrary, any contract to which paragraph (a) applies and which before the appointed day is an approved fund or scheme under section 16 of the Ordinance shall, after the appointed day, continue to be treated as an approved fund or scheme for the purposes of the Ordinance; ^{Ch. 33, No. 1}

- (d) any account between the Company and another shall become an account between Trintoc and that other;
- (e) any instruction, direction, mandate, power of attorney or consent given to the Company and in existence immediately before the appointed day shall have effect as if given to Trintoc;
- (f) any negotiable instrument or order for payment of money, which is expressed to be drawn on or given to or accepted or endorsed by the Company or payable to the Company, shall have effect as if it had been drawn on, or given to or accepted or endorsed by Trintoc or payable to Trintoc;
- (g) any security transferred to Trintoc that immediately before the appointed day was held by the Company as security for the payment or discharge of a debt or liability or obligation (whether present or future, actual or contingent) shall be held by and be available to Trintoc as security for the payment or discharge of that debt or liability or obligation; and any such security which extends to future advances or liabilities shall on and from the appointed day, be held by and be available to Trintoc as security for future advances by, and future liabilities to Trintoc in the same manner in all respects as future advances by or liabilities to the Company were secured thereby immediately before the appointed day;
- (h) any security provided by or for the Company that immediately before the appointed day was held as security for the payment or discharge by the Company of a debt or liability or obligation (whether present or future, actual or

contingent) shall be held by and be available to a holder as security for the payment or discharge by Trintoc of that debt or liability or obligation; and any such security which extends to future advances or liabilities shall on and from the appointed day, be held by and be available to the holder as security for future advances to, and future liabilities of, Trintoc in the same manner in all respects as future advances to or liabilities of the Company were secured thereby immediately before the appointed day;

- (i) any judgment or award obtained by or against the Company and not fully satisfied shall be enforceable by or against Trintoc;
- (j) an officer, clerk or servant employed by the Company immediately before the appointed day shall, unless he terminates his employment with the Company, become an officer, clerk or servant (as the case may be) of Trintoc on terms and conditions not less favourable than those on which he was so employed immediately before the appointed day and the employment with the Company and Trintoc respectively shall be deemed for all purposes to be a single continuing employment, save that no director, secretary or auditor of the Company shall by reason only of this Act become a director, secretary or auditor (as the case may be) of Trintoc.

(2) The provisions of subparagraph (ii) and (iii) of paragraph (a) of subsection (1) shall apply to any statutory provision, to any provision of any contract in existence immediately before the appointed day to which the Company was not a party and to any other document as they apply in relation to a contract to which paragraph (a) of subsection (1) applies.

Ch. 33. No. 4
not to apply

5. The provisions of the Stamp Duty Ordinance shall not apply to the transfer and vesting of the undertaking in Trintoc.

Commencement

6. This Act shall come into operation on the 1st day of January, 1981.

SCHEDULE

(Section 2)

PART I

Property and Rights Transferred

The right, title, claim or interest of the Company in all property, rights and other things of every kind, real or personal, movable or immovable, corporeal or incorporeal in possession or in action comprising all the assets of the exploring, producing, refining, marketing and other business of the Company as appear in the final balance sheet and are recorded in the books of the Company as at the appointed day.

PART II

Liabilities and Obligations Assumed

All liabilities, obligations, debts and encumbrances incurred, undertaken, assumed or accepted by the Company to the extent outstanding immediately prior to the appointed day and recorded in the books as at the appointed day.

Passed in the House of Representatives this 19th day of December, 1980.

J. E. CARTER
Clerk of the House

Passed in the Senate this 22nd day of December, 1980.

R. GRIFFITH
Clerk of the Senate