

CHAPTER 240

THE LANDS OF ANTIGUA AND BARBUDA SUGAR FACTORY LIMITED AND THE ANTIGUA AND BARBUDA SYNDICATE ESTATES LIMITED (VESTING) ACT

Arrangement of Sections

Section

1. Short title.
2. Vesting of lands in the Crown.
3. Lands vested subject to agreement.
4. Powers of Registrar of Titles.

FIRST SCHEDULE.

SECOND SCHEDULE.

LANDS OF ANTIGUA AND BARBUDA SUGAR FACTORY LIMITED AND THE ANTIGUA AND BARBUDA SYNDICATE ESTATES LIMITED (VESTING)

(30th December, 1969.)

32/1969.

1. This Act may be cited as the Lands of Antigua and Barbuda Sugar Factory Limited and the Antigua and Barbuda Syndicate Estates Limited (Vesting) Act. **Short title.**

2. It is hereby declared that the lands of the Antigua and Barbuda Sugar Factory Limited and of the Antigua and Barbuda Syndicate Estates Limited specified in the First Schedule to this Act and registered in the manner therein mentioned shall vest in the Crown freed and discharged from any mortgage in favour of the Royal Bank of Canada. **Vesting of lands in the Crown.**
First Schedule.

Lands vested subject to agreement, Second Schedule.

3. Nothing in this Act shall annul, derogate, avoid, or revoke any of the provisions of the Agreement set out in the Second Schedule to this Act relating to any interests in or encumbrances on the lands hereby vested in the Crown held by persons other than the parties to the said Agreement and the Royal Bank of Canada before the commencement of this Act.

Powers of Registrar of Titles. Cap. 429.

4. (1) Where any of the lands specified in the First Schedule to this Act are held under the Title by Registration Act, section 6 of the said Title by Registration Act shall not apply, and the Registrar of Titles is hereby authorised to and shall—

(a) note on the original, and also on the duplicate, Certificate of Title of any such lands that the said lands have been vested in the Crown by this Act, and cancel the Certificate of Title and the duplicate thereof; and

(b) enter in the book kept by him under the provisions of subsection (4) of section 6 of the Title by Registration Act every duplicate Certificate of Title cancelled by him under the provisions of this section.

(2) The lands referred to in subsection (1) of this section shall be removed from the operation of the Title by Registration Act.

FIRST SCHEDULE

PART 1

Lands of Antigua and Barbuda Sugar Factory Limited

- (1) All That piece or parcel of land forming part of Gunthorpes and Fitches Creek Estates approximately 103.373 acres as contained in Certificate of Title No. 31/1936 dated 7th August, 1936 and registered in Register Book N Folio 31.
- (2) All That piece or parcel of land approximately 59.5 acres as contained in Certificate of Title No. 13/1938 dated 23rd March, 1938 and registered in Register Book O Folio 13.

LAWS OF ANTIGUA AND BARBUDA

*Lands of Antigua and Barbuda Sugar Factory Limited and
the Antigua and Barbuda Syndicate Estates Limited (Vesting)*

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- (3) All That piece or parcel of land forming part of Betty's Hope and Comfort Hall Estates approximately 5.26 acres as contained in Certificate of Title No. 1411938 dated 11th April, 1938 and registered in Register Book O Folio 14.
 - (4) All That piece or parcel of land approximately 28.9094 acres as contained in Certificate of Title No. 7611938 dated 30th November, 1938 and registered in Register Book O Folio 76.
 - (5) All That piece or parcel of land approximately 24.486 acres as contained in Certificate of Title No. 411939 dated 18th January, 1939 and registered in Register Book O Folio 81.
 - (6) All That piece or parcel of land approximately 61.12 acres as contained in Certificate of Title No. 1411939 dated 2nd March, 1939 and registered in Register Book O Folio 91.
 - (7) All That piece or parcel of land approximately 1.179 acres as contained in Certificate of Title No. 2611939 dated 10th June, 1939 and registered in Register Book O Folio 103.
 - (8) All That piece or parcel of land approximately 4.5348 acres as contained in Certificate of Title No. 3911939 dated 9th August, 1939 and registered in Register Book O Folio 116.
 - (9) All That piece or parcel of land approximately 8.341 acres as contained in Certificate of Title No. 44/1939 dated 9th August, 1939 and registered in Register Book O Folio 121.
 - (10) All That piece or parcel of land approximately 23.327 acres as contained in Certificate of Title No. 45/1939 dated 9th August, 1939 and registered in Register Book O Folio 122.
 - (11) All That piece or parcel of land approximately 6.66 acres as contained in Certificate of Title No. 4711939 dated 17th August, 1939 and registered in Register Book O Folio 124.
 - (12) All That piece or parcel of land approximately .030 acre as contained in Certificate of Title No. 1/1941 dated 1st February, 1941, and registered in Register Book P Folio 40.
 - (13) All That piece or parcel of land approximately 2.903 acres as contained in Certificate of Title No. 211941 dated 15th March, 1941 and registered in Register Book P Folio 41.

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- (14) All That piece or parcel of land approximately 3.052 acres as contained in Certificate of Title No. 3/1941 dated 17th March, 1941 and registered in Register Book P Folio 42.
- (15) All That piece or parcel of land approximately 9.897 acres as contained in Certificate of Title No. 411941 dated 17th March, 1941 and registered in Register Book P Folio 43.
- (16) All That piece or parcel of land approximately .112 acre as contained in Certificate of Title No. 4611941 dated 6th December, 1941 and registered in Register Book P Folio 85.
- (17) All That piece or parcel of land approximately .688 acre as contained in Certificate of Title No. 4711941 dated 6th December, 1941 and registered in Register Book P Folio 86.
- (18) All That piece or parcel of land approximately 1.4705 acres as contained in Certificate of Title No. 4811941 dated 6th December, 1941 and registered in Register Book P Folio 87.
- (19) All That piece or parcel of land approximately .8125 acre as contained in Certificate of Title No. 5011941 dated 13th December, 1941 and registered in Register Book P Folio 89.
- (20) All That piece or parcel of land approximately 1.385 acres as contained in Certificate of Title No. 2411942 dated 16th September, 1942 and registered in Register Book P Folio 115.
- (21) All That piece or parcel of land approximately 1.908 acres as contained in Certificate of Title No. 2611942 dated 1st October, 1942 and registered in Register Book P Folio 117.
- (22) All That piece or parcel of land approximately .1053 acre as contained in Certificate of Title No. 4311942 dated 24th December, 1942 and registered in Register Book P Folio 135.
- (23) All That piece or parcel of land approximately .1620 acre as contained in Certificate of Title No. 14/1945 dated 21st March, 1945 and registered in Register Book Q Folio 116.
- (24) All That piece or parcel of land approximately .2112 acre as contained in Certificate of Title No. 1511945 dated 21st March, 1945 and registered in Register Book Q Folio 117.
- (25) All That piece or parcel of land approximately .2193 acre as contained in Certificate of Title No. 1611945 dated 21st March, 1945 and registered in Register Book Q Folio 118.

Lands of Antigua and Barbuda Sugar Factory Limited and the Antigua and Barbuda Syndicate Estates Limited (Vesting) (CAP. 240)

- (26) All Those pieces or parcels of land approximately 7.5348 acres as contained in Certificate of Title No. 2811947 dated 18th October, 1947 and registered in Register Book R Folio 64.
- (27) All Those pieces or parcels of land approximately .1122 acre as contained in Certificate of Title No. 3511948 dated 13th November, 1948 and registered in Register Book R Folio 108.
- (28) All That piece or parcel of land approximately 1 acre 17 poles as contained in Certificate of Title No. 1711959 dated 20th March, 1959 and registered in Register Book Z Folio 103.
- (29) All That piece or parcel of land approximately 2.391 acres as contained in Certificate of Title No. 1811959 dated 20th March, 1959 and registered in Register Book Z Folio 104.
- (30) All Those pieces or parcels of land approximately 21.44 acres as contained in Certificate of Title No. 1911959 dated 20th March, 1959 and registered in Register Book Z Folio 105.
- (31) All That piece or parcel of land approximately 2.13 acres as contained in Indenture of Conveyance No. 33 of 1942 dated 31st March, 1942 and registered in Liber J Volume 19 Folios 145 – 151.

PART II

Lands of Antigua and Barbuda Syndicate Estates Limited

- (1) All That piece or parcel of land forming part of Gunthorpes Estates, approximately 2805.01163 acres as contained in Certificate of Title No. 1011940 dated 26th April, 1940 and registered in Register Book P Folio 10.
- (2) All That piece or parcel of land forming part of Cedar Valley, approximately 240.225 acres as contained in Certificate of Title No. 1111940 dated 26th April, 1940 and registered in Register Book P Folio 11.
- (3) All That piece or parcel of land forming part of Sandersons, Upper Freemans and Osbornes Pasture, as contained in Certificate of Title No. 2211943 dated 3rd August, 1943

CAP. 240) *Lands of Antigua and Barbuda Sugar Factory Limited and the Antigua and Barbuda Syndicate Estates Limited (Vesting)*

and registered in Register Book Q Folio 22, less an area of approximately 262.281 acres.

- (4) All That piece or parcel of land forming part of Cochranes, approximately 220.077 acres as contained in Certificate of Title No. 2311943 dated 3rd August, 1943 and registered in Register Book Q Folio 23.
- (5) All That piece or parcel of land forming part of Thomas', approximately 188.7223 acres as contained in Certificate of Title No. 2411943 dated 3rd August, 1943 and registered in Register Book Q Folio 24.
- (6) All That piece or parcel of land forming part of Hawes and Mercer's Creek, as contained in Certificate of Title No. 2511943 dated 3rd August, 1943 and registered in Register Book Q Folio 25, less an area of approximately 113.387 acres.
- (7) All That piece or parcel of land forming part of Delapps, approximately 676.72 acres as contained in Certificate of Title No. 2611943 dated 3rd August, 1943 and registered in Register Book Q Folio 26.
- (8) All That piece or parcel of land forming part of Morris Looby's as contained in Certificate of Title No. 2711943 dated 3rd August, 1943 and registered in Register Book Q Folio 27, less an area of approximately .539 acre.
- (9) All That piece or parcel of land forming part of Bodkin's as contained in Certificate of Title No. 2811943 dated 3rd August, 1943 and registered in Register Book Q Folio 28, less an area of approximately 1.395 acres.
- (10) All That piece or parcel of land forming part of Parry's as contained in Certificate of Title No. 2911943 dated 3rd August, 1943 and registered in Register Book Q Folio 29, less an area of approximately 2 roods 30 poles.
- (11) All That piece or parcel of land forming part of Diamonds as contained in Certificate of Title No. 3011943 dated 3rd August, 1943 and registered in Register Book Q Folio 30, less that area known as "Isaac Hill" sold to W.T. Carnacho.
- (12) All That piece or parcel of land forming part of Long Lane, Lavingtons and Ffryes, approximately 987.2139 acres as contained in Certificate of Title No. 3611943 dated 25th September, 1943 and registered in Register Book Q Folio 36.

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- (13) All That piece or parcel of land forming part of Burks, La Roches, Willis Freemans and Table Hill approximately 769.999 acres as contained in Certificate of Title No. 211944 dated 17th February, 1944 and registered in Register Book Q Folio 47.
- (14) All That piece or parcel of land forming part of Tudway, approximately 1246.0682 and 86 acres of swamp as contained in Certificate of Title No. 411944 dated 17th February, 1944 and registered in Register Book Q Folio 49.
- (15) All That piece or parcel of land with the building thereon known as 37 High Street as contained in Certificate of Title No. 3911944 dated 30th August, 1944 and registered in Register Book Q Folio 84.
- (16) All That piece or parcel of land forming part of Lyons and Lower Waldron, approximately 191.5109 acres as contained in Certificate of Title No. 4011944 dated 30th August, 1944 and registered in Register Book Q Folio 85.
- (17) All That piece or parcel of land forming part of Codrington, approximately 1315.035 acres as contained in Certificate of Title No. 4011945 dated 27th September, 1945 and registered in Register Book Q Folio 142.
- (18) All That piece or parcel of land forming part of Pares, and Cochranes, approximately 262.145 acres as contained in Certificate of Title No. 1411947 dated 16th April, 1947 and registered in Register Book R Folio 50.
- (19) All That piece or parcel of land forming part of Gilberts and Glanvilles, approximately 373.072 acres 19 poles as contained in Certificate of Title No. 1611947 dated 16th April, 1947 and registered in Register Book R Folio 52.
- (20) All That piece or parcel of land forming part of Creek Side approximately 305.2162 acres as contained in Certificate of Title No. 1711947 dated 16th April, 1947 and registered in Register Book R Folio 53.
- (21) All That piece or parcel of land forming part of Comfort Hall, approximately 305.324 acres as contained in Certificate of Title No. 1811947 dated 16th April, 1947 and registered in Register Book R Folio 54.

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- (22) All That piece or parcel of land forming part of Big Duers as contained in Certificate of Title No. 1911948 dated 4th June, 1948 and registered in Register Book R Folio 92.
- (23) All That piece or parcel of land forming part of Carlisle, approximately 129.6 acres as contained in Certificate of Title No. 911949 dated 25th April, 1949 and registered in Register Book S Folio 3.
- (24) All That piece or parcel of land forming part of Barnes Hill, approximately 27.21 acres as contained in Certificate of Title No. 2511949 dated 20th August, 1949 and registered in Register Book S Folio 19.
- (25) All That piece or parcel of land forming part of Jolly Hill, approximately 918.321 acres as contained in Certificate of Title No. 1311951 dated 28th February, 1951 and registered in Register Book S Folio 108.
- (26) All That piece or parcel of land forming part of Tomlinsons, approximately 4.946 acres as contained in Certificate of Title No. 6211951 dated 15th September, 1951 and registered in Register Book J Folio 157.
- (27) All That piece or parcel of land known as Weirs, approximately 123.619 acres as contained in Certificate of Title No. 64/1960 dated 25th April, 1960 and registered in Register Book A1 Folio 64.
- (28) All That piece or parcel of land forming part of Gunthorpes Estate, approximately 3.7162 acres as contained in Certificate of Title No. 3411963 dated 5th March, 1963 and registered in Register Book D1 Folio 34.
- (29) All That piece or parcel of land forming part of Paynters, approximately 1 acre as contained in Certificate of Title No. 49211965 dated 20th December, 1965 and registered in Register Book H1 Folio 110.

SECOND SCHEDULE

THIS AGREEMENT is made the 7th day of April, One thousand nine hundred and sixty-seven BETWEEN THE ANTIGUA SUGAR FACTORY LIMITED the registered office of which is situate at 5, Laurence Pountney Hill, London E.C.4. (hereinafter called "the Factory") of the first part ANTIGUA SYNDICATE ESTATES LIMITED the registered office of which is situate in Antigua (hereinafter called "Estates") of the second Part JAMES MACINDOE WATSON of Gunthorpes Antigua (hereinafter called "the Receiver") of the Third Part and THE HONOURABLE VERE CORNWALL BIRD The Premier and Finance Minister of Antigua for and on behalf of the Government of Antigua (hereinafter called "the Government") of the fourth part.

WHEREAS:—

1. The Receiver is entering this Agreement at the request of the Factory.
2. Estates is a wholly owned subsidiary of the Factory.
3. By a Debenture dated the 23rd day of August, 1966, the Factory created a Debenture (hereinafter called "the Debenture") in favour of the Royal Bank of Canada to secure such sums of money as were or should become owing to The Royal Bank of Canada (hereinafter called "The Royal Bank").
4. Pursuant to the terms of the Debenture The Royal Bank appointed the Receiver to be receiver and manager of the Factory on the 26th day of August, 1966, the Factory having failed to comply with a demand for repayment of the sum outstanding under the Debenture at that date being the sum of E.C. \$3,662,947.71.
5. By a Guarantee dated on or about the 19th day of January, 1962, Estates gave a guarantee in favour of The Royal Bank that Estates would repay any sums of money that might become due from the Factory to The Royal Bank.
6. By an Action (hereinafter called "the Action") commenced the 3rd day of November, 1966, in the Supreme Court of the Windward Islands and Leeward Islands the Factory claimed an injunction and other relief against the Receiver as set out in the said Action and the subsequent Statement of Claim and the said Supreme Court granted to the Factory on the 16th November, 1966, an interlocutory injunction restraining the Receiver from selling any of the assets of the Factory until the trial of the action or until further order.
7. The Government desires to purchase all the undertaking and assets of the Factory and of Estates upon the terms and subject to the conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:—

▪ The Receiver shall sell and the Government shall purchase the whole of the undertaking and assets of the Factory except the shares in Estates and as otherwise hereinafter provided subject to all liens covenants charges and encumbrances leases easements and licences affecting land.

2. ESTATES shall sell and the Government shall purchase the whole of the undertaking and assets of Estates except as otherwise hereinafter provided subject to all liens covenants charges encumbrances and leases easements or licences affecting land.

3. ESTATES hereby authorises the Government to pay the consideration due to it for the sale of its assets to the Receiver and HEREBY AGREES with the Receiver that the said sum shall be used by the Receiver towards the discharge of the Factory's debt due to The Royal Bank.

4. (A) THE total consideration to be paid by the Government for the assets of the Factory and Estates as set out in Clauses 1 and 2 hereof shall be E.C. \$5,621,386.80 which as between the Factory and Estates shall be apportioned as to E.C. \$2,621,386.80 to the assets of the Factory as set out in Clause 1 hereof and as to E.C. \$3,000,000 to the assets of Estates as set out in Clause 2 hereof.

(B) THE consideration payable for the said assets of the Factory and Estates shall be paid in two instalments of which E.C. \$5,264,404.75 shall be paid to the Receiver upon the exchange of this Agreement and the signing by the Factory and the Receiver of the draft consent order in the Schedule hereto. The balance of the consideration amounting to E.C. \$356,982.05 shall be payable to the Receiver on demand at any time until he has been discharged from his duties:

Provided that such demand shall only be made by the Receiver in writing in the event and to the extent that it shall become necessary to resort to such monies to carry out his obligations under the debenture and this agreement.

5. UPON receipt of the first instalment as aforesaid the Receiver shall:—

(a) Forthwith cause the Consent Order set out in the Schedule hereto to be entered in the Action.

(b) Cause the Government to be put in possession of the undertaking and assets of the Factory to pass hereunder.

(c) Discharge any preferential creditors as he may by law be required.

(d) Thereafter apply the moneys payable hereunder (including if necessary the balance of the consideration amount of E.C. \$356,982.05) pursuant to condition 6 endorsed on the Debenture or as required by law.

(e) Do all further acts necessary for the discharge of his duties and the completion of all acts due to be performed by the Receiver pursuant to this

Agreement and for the discharge of himself from the receivership of the Factory.

6. ESTATES shall hand over possession to Government of Estate's undertaking and assets to pass hereunder at the same time as the Receiver gives possession to Government of the Factory assets.

7. THE Factory, Estates and the Receiver HEREBY UNDERTAKE with the Government that they will forthwith do all such acts and execute all such conveyances as are in their respective powers to transfer all the said assets as aforesaid to the Government and the Government HEREBY UNDERTAKES with the Factory, Estates and the Receiver that it will do all such acts and execute all such conveyances as may be necessary to enable such assets to be transferred to it.

8. (A) THE undertaking and assets of the Factory include certain shareholdings in Antigua Dairy Limited, Antigua Industrial and Medical Gases Limited and Cane Commodities (London) Limited. The Articles of Association of each of these said companies contain provisions restricting the transfer of any shares in the said companies. The Receiver or Factory shall take such steps as may be necessary with a view to transferring such shareholdings to the Government.

(B) If the Receiver or Factory is unable to transfer any of the said shareholdings to the Government, he or it shall dispose of it or them in accordance with the provisions of the Articles of Association of such company and shall deliver to the Government the net proceeds of such disposal.

9. (A) THE Government HEREBY AGREES with the Factory, Estates and the Receiver that it will do all such acts as may be necessary to pass the legal title to such land and property of the Factory and of Estates which has been sold or agreed to be sold to parties other than to parties to this Agreement and it HEREBY AGREES to indemnify the Factory, Estates and the Receiver against any action, claim, proceedings, costs and damages which might at any time arise from the non-conveyance of such lands and properties. Such lands and properties which have been so agreed to be sold were believed to be at 31st August, 1965, such lands and properties as are so shown in the Schedule hereto but which at the date of this Agreement may be more or may be less.

(B) Estates HEREBY AGREES with the Government that in consideration of the Government agreeing to sub-clause (A) of this Clause 9 the Government shall be entitled to receive all moneys that may still be outstanding and due in respect of such pieces of land which and moneys at 31st August, 1965, were believed to be as set out in the Schedule hereto but which at the date hereof might be more or might be less but the Government shall not be responsible for the repayment of any money over paid or otherwise due to the Purchaser or Purchasers at the date of this agreement in respect of the sale to him or them of such piece or pieces of land.

10. THE Government agrees with the Factory, Estates and the Receiver that it will take all the assets which are to be transferred to it pursuant to this Agreement subject to and with the benefit of all existing agreements, leases, rights, easements or any other obligations affecting any land included in the said assets and that it will indemnify the Factory, Estates and the Receiver against all actions, claims, proceedings, damages, costs and expenses which might at any time hereafter be brought against the Factory, Estates or the Receiver in respect of any land included in the said assets.

11. THE property known as Gaynors Estates is subject to a mortgage to secure the repayment of E.C. \$19,440 with interest and the Government HEREBY AGREES with Estates that it will take such property subject to the said mortgage and that it will discharge all the obligations that may become due under the said mortgage. If the mortgagee shall not agree to a transfer to the Government of such property subject to the said mortgage, the Government shall discharge the said mortgage at its own cost and expense.

12. Should the Receiver be discharged from the receivership without demanding payment of the balance of the consideration under clause 4 (B) hereof, then such balance of any remaining part thereof shall be due to the Factory and shall become payable to the Factory forthwith on demand by the Factory or its Liquidator in writing in the event and to the extent that it shall become necessary to resort to such moneys to discharge the debts of the Factory or Estates or in the event and to the extent that the balance of the moneys held by the Liquidator of the Factory shall be insufficient to pay the shareholders of the Factory (other than the Government) for each share upon distribution a sum equal to the amount that the Government shall receive for each of its shares.

13. It is hereby mutually agreed and declared between the Government Estates and the Factory and for the purpose of accounting between themselves that, notwithstanding anything the Receiver may be required to do in the execution of his duties there shall be excepted from the sale of the assets referred to in Clause 1 and 2 hereof:—

(a) any debt due from the Factory to Estates;

(b) any debt due from Estates to the Factory;

(c) any debts due to the Factory from any company body person or other debtor to whom the Factory shall also be indebted:

PROVIDED ALWAYS that if after any such debts due to and from any such company body person or other debtor shall have been paid or effectually discharged out of the amount due to the Factory from any such company body person or other debtor there shall be any balance due to the Factory, such balance shall be the property of the Government;

(d) any debts due to Estates from any company body person or other debtor to whom Estates shall also be indebted. PROVIDED ALWAYS that if after any such debts due to and from any such company body person or

other debtor shall have been paid or effectually discharged out of the amount due to Estates from any such company body person or other debtor there shall be any balance due to Estate, such balance shall be the property of the Government;

(e) any debts due to the Receiver in respect of any transaction effected by him and any cash held by him PROVIDED ALWAYS that if after all debts incurred by the Receiver have been paid off or otherwise effectually discharged out of the proceeds of the debts due to the Receiver and any cash held by him there shall be any balance due to the Receiver in respect of such debts and/or cash, such balance of debts and or cash shall be the property of the Government.

14. THE Factory and Estates shall discharge all creditors (including back salaries and any sums due for severance pay) other than such liabilities and creditors which pursuant to this Agreement are to the account or the responsibility of the Government.

15. THE Factory and Estates shall together set aside the total sum of E.C. \$720,000 out of which shall be paid contractual and ex-gratia pensions and all thrift fund and Provident Fund payments.

16. (A) THE Factory will procure that as soon as all the preceding provisions of this Agreement shall be fulfilled Estates will be put into liquidation.

(B) As soon as all the preceding provisions of this Agreement shall be fulfilled the Factory shall call an-Extraordinary General Meeting for the purposes of putting the Factory into liquidation which resolution the present directors (if at that time they shall still be directors) will recommend to the shareholders and the Government HEREBY UNDERTAKES to use any votes conferred by any shares of the Factory held by it in support of such resolution.

17. UPON distribution of any surplus funds in such liquidation of the Factory, the amount of the consideration withheld by the Government shall be brought into account and such surplus shall be divided between all members of the Factory proportionately according to the number of shares held by each member.

18. All the books of account records all statutory books and the seal of both the Factory and Estates shall remain the property of the Factory and Estates respectively but the Government shall have reasonable access to such books for the purpose of ensuring that the assets of the Factory and of Estates to be transferred pursuant to this Agreement are transferred.

19. All the legal costs incurred in conveying the assets pursuant to this Agreement shall be borne in accordance with the laws and customs of Antigua in force at the date of this Agreement.

20. Factory and Estates agree to indemnify and save harmless the Receiver from any claims by strangers to this Agreement arising out of the Receiver doing any act pursuant to this Agreement contrary to the rights and duties of or *ultra vires* a receiver.

21. It is hereby mutually agreed and declared between the Government, Estates and the Factory and for the purpose of accounting between themselves that the Factory shall pay the reasonable costs of the Receiver incurred by him in defending the action referred to herein and which are outstanding at the date of this agreement.

22. THIS Agreement shall be subject to the laws of Antigua in force at the date of this agreement.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the dates set forth in the several attestation clauses hereto.

SIGNED SEALED and Delivered on behalf of the Government of Antigua by The Honourable Vere Cornwall Bird, Premier, this 7th day of April, 1967, in the presence of:—

(Sd.) J. Rowan Henry

(Sd.) V. C. Bird.

The Common Seal of Antigua Syndicate Estates Limited was duly affixed hereto by Bernard E. Maynard, Secretary and signed by Cosmas Osborne Roy Phillips, a director and counter-signed by the said Secretary the 7th day of April, 1967, in the presence of:—

(Sd.) J. Rowan Henry.

(Sd.) Cosmas Phillips.

(Sd.) B. E. Maynard.

Signed Sealed and Delivered by Cosmas Osborne Roy Phillips as the attorney of the above named The Antigua Sugar Factory Limited on the 7th day of April, 1967, in the presence of:—

(Sd.) J. Rowan Henry.

(Sd.) Cosmas Phillips.

Signed Sealed and Delivered by James Macindoe Watson, Receiver, on the 7th day of April, 1967, in the presence of:—

(Sd.) J. Rowan Henry.

(Sd.) J. M. Watson.

Land which at the 31st August, 1965 was subject to Agreements for sale and in respect of which the purchase price or part thereof has been paid.

PART I

THE ANTIGUA SUGAR FACTORY LIMITED

Purchaser	Area of plot — sq. ft.	Approx. Date of Contract:	Price and Deposit
Charles Mason	2,485	Prior to 31/8/55	\$ 276.00
Dennis Henry	8,100	Y/E 31/8/58	162.00
Edmund Jeffrey	1,610	Y/E 31/8/60	322.00
Alex Tonge	2,500	Y/E 31/8/60	500.00
Government of Antigua	10,890	Y/E 31/8/61	370.00
Reynold Shaw	2,173	Y/E 31/8/62	434.60

Note: From the records of the Company it is not clear of which areas such pieces form part.

(*Sd.*) V. C. Bird.

(*Sd.*) J. M. Watson

(*Sd.*) Cosmas Phillips.

(*Sd.*) B. E. Maynard

LAWS OF ANTIGUA AND BARBUDA

CAP. 240)

Lands of Antigua and Barbuda Sugar Factory Limited and the Antigua and Barbuda Syndicate Estates Limited (Vesting)

PART II
ANTIGUA SYNDICATE ESTATES LIMITED

Estates	Acreage agreed to be Sold	Purchaser	Agreed Selling Price \$	Deposit Paid \$
Fitches Creek.	1.00	Antigua Dairy Co. Ltd.	3,500	Completed
	—	Antigua Gases Ltd.	—	6,488.00
	.75	J. Lawrence.	280	—
	12.00	Miss C. Lake.	6,000	6,000.00
	6.50	E. M. Blackman.	6,500	6,500.00
	.30	Attwell Freeland.	60	40.00
Morris Looby — Bodkins.	375.00	P. D. O.	36,000	36,000.00
Cochranes.	32.00	H. A. Tomlinson.	17,000	17,000.00
Pares & Cochranes.	8.2	H. A. Claxton.	4,000	3,940.02
Creekside.	28.00	J. L. Robinson.	2,000	1,562.00
	3.50	J. A. W. Griffiths.	3,650	3,650.00
	19.00	Peter Benjamin.	5,717.12	5,882.94
Tudways.	1.02	Seventh Day Adventist Church.	480	480.00
	1.42	L. C. Knight.	4,211.25	250.00
	1.03	A. L. Dorem.	3,130.88	3,865.50
	1.20	M. B. Patton.	4,250.00	5,000.00
Carlisle.	1.35	Antigua Government Airport.	3,000	3,000.00
Gaynors — Conveyance.	222.00	Antigua Government P. D. O.	11,100	11,100.00
Table Hill Gordon.	—	Antigua Government — Chapa.	—	16,362.50
Betys Hope.	8.5	Antigua Government — Chapa.	7,200.00	7,200.00

Note: From the records of the Company it is not clear of which areas of such pieces form part.

(*Sd.*) Cosmas Phillips,
 (*Sd.*) B. E. Maynard,
 (*Sd.*) V. C. Bird,
 (*Sd.*) J. M. Watson.

SCHEDULE

DRAFT CONSENT ORDER

(Heading as in Action)

UPON the Plaintiffs herein withdrawing without reservation the allegation that the Defendant acted in bad faith or in breach of his duty as Receiver contained in paragraphs 6 and 7 of the Statement of Claim herein.

BY CONSENT IT IS ORDERED that the injunction granted herein by Mr. Justice Lewis the 16th day of November, 1966, be and is hereby dissolved.

IT IS FURTHER ORDERED that this Action be and is discontinued forthwith and that the Plaintiffs do pay to the Defendant the costs of this action to be taxed in default of agreement.

Signed on behalf of The Antigua Sugar
Factory Limited and The Antigua Syndicate
Estates Limited by C. O. R. Phillips in the
presence of:— } (Sd.) Cosmas Phillips

(Sd.) J. Rowan Henry.

Signed by the Receiver James M. Watson } (Sd.) J. M. Watson.
in the presence of:—

(Sd.) J. Rowan Henry.
