

**Act No. 5 of 1962****BAHAMA CEMENT COMPANY (CONFIRMATION OF TITLE)**

**An Act to confirm the title of Bahama Cement Company to certain land on the Island of Grand Bahama, one of the Bahama Islands.** *5 cf 1962*

*[Commencement 22nd March, 1962]*

1. This Act may be cited as the Bahama Cement Company (Confirmation of Title) Act. *Short title*

2. It is hereby declared and confirmed that Bahama Cement Company, a company incorporated under the laws of the Republic of Liberia and registered under The Foreign Companies Act, whose registered office is at Freeport, Grand Bahama aforesaid (hereinafter called “the Company”) is absolutely and indefeasibly entitled as tenant in fee simple absolute in possession of ALL THAT land (hereinafter called “the said land”) situate in the Island of Grand Bahama particularly described in the First Schedule hereto, being part of the land conveyed by The Grand Bahama Port Authority, Limited to the Company by an Indenture of Conveyance dated the Eighteenth day of October One thousand Nine hundred and Sixty-one (and now recorded in the Registry of Records in the City of Nassau in Volume 451 at pages 371 to 402) subject as provided by Section 3 hereof, but otherwise free from all rights, claims, demands and incumbrances whatsoever whether legal or equitable, the said rights, claims, demands and incumbrances (if any) being hereby extinguished. *Confirmation of title under a certain Conveyance*

3. The said land is held by the Company —

(1) subject to the rights of the Crown, its heirs and successors, including all rights excepted and reserved to the Crown by the Crown Grants (*inter alia*) the said land; and

(2) subject to such encumbrances (if any) as are created by the Indentures brief particulars whereof are set out in the Second Schedule hereto. *Saving for certain rights and encumbrances*

Notice to be published in newspapers and posted on public notice board

4. (1) Within one month from the date of coming into operation of this Act the Company shall cause a duly completed notice in the form set out in the Third Schedule to this Act to be published in three issues within a period of seven days in at least two newspapers of general circulation in The Bahamas and shall forward a copy of such notice to the Commissioner at West End, Grand Bahama, for posting by the Commissioner on the public notice board outside the Commissioner's Office at West End aforesaid.

(2) The Commissioner shall, on receipt of the notice referred to in subsection (1) of this section, forthwith affix the same to his said public notice board, and shall not remove the same therefrom for a period of one month from the date of such posting.

Provision for compensation

5. (1) Any person who claims that, but for this Act, he would have been entitled to any legal or equitable right, claim, demand or incumbrance (hereinafter called "the said claim") adverse to or inconsistent with the title of the Company to the said land or any part thereof, may within a period of one year from the date of coming into operation of this Act serve upon the Company a full statement in writing of the said claim verified by an affidavit, to be served therewith.

(2) Upon receipt of the said statement and affidavit, but not otherwise, it shall be the duty of the Company to preserve the said statement and affidavit until the expiration of the said period of one year specified in subsection (1) of this section, and within one month from the expiration of the said period to apply to the Supreme Court to have the said claim investigated and the nature and extent thereof determined and declared by order of the Supreme Court:

Provided that in default of such application each such claimant may within one further month apply to the Supreme Court as aforesaid.

(3) Except so far as the Supreme Court may otherwise direct, the procedure for such investigation shall follow as nearly as practicable the procedure laid down under The Quieting Titles Act 1959, for the investigation of adverse claims made thereunder.

(4) If and so far as the Supreme Court shall be satisfied that any such claimant has established that, but for this Act, such claimant would have been entitled to any legal or equitable right, claim, demand or incumbrance, the Supreme Court shall award to such claimant such amount, to be paid by the Company by way of compensation, as the Supreme Court shall in its absolute discretion deem just and reasonable:

Provided that —

- (a) the amount so awarded to each such claimant shall relate only to such part or parts of the said land in respect of which such claimant has established that, but for this Act, he would have been so entitled as aforesaid; and
- (b) the total of the amounts so awarded to all such claimants shall not exceed in the aggregate Two hundred pounds per acre (and *pro rata* for any part of an acre) in respect of such part or parts as aforesaid of the said land.

#### **FIRST SCHEDULE (Section 2)**

ALL THAT land (whether or not covered with water) containing 95.24 acres more or less and situate on the Island of Grand Bahama and the West of Hawksbill Creek the boundaries of which said land commence at a point situate on the Eastern boundary of and N. 201° 47' ( true) 2,179.75 feet from the North-eastern corner of a tract of land containing 116.11 acres conveyed by The Grand Bahama Port Authority, Limited to the Company by the said Indenture dated the Eighteenth day of October One thousand Nine hundred and Sixty-one the said tract being described in Part 1 Clause 2 of the First Schedule to the said Indenture and extend thence N. 291° 47' ( true) 2,500 feet thence N. 201° 47' (true) 1,800 feet thence N. 111° 47' ( true) 2,028.07 feet to a point on the Western boundary of the area designated “Step No. 2” on the plan dated the Third day of January, 1962 and filed in the Crown Lands Office of the Colony as Plan No. 81, Grand Bahama (hereinafter called the “the said plan”) thence along a portion of the Western boundary to the said area designated “Step No. 2” N. 4° 15' ( true) 423.24 feet thence along the Northern Boundary of the said area designated “Step No. 2” with the following two courses: N. 94° 15' (true) 200 feet and N. 111° 47' (true) 258.73 feet to a point on the Western boundary of the area designated “Step No. 4” on the said plan thence along a portion of the Western boundary of the said area designated “Step No. 4” and along the Western boundary of

the area designated “Step No. 5” on the said plan jointly N. 21° 47’ (true) 699.36 feet thence along a portion of the Northern boundary of the said area designated “Step No. 5” N. 111° 47’ (true) 150 feet thence along a portion of the Western boundary of land leased by The Grand Bahama Port Authority, Limited to Bahama Shipyards, Ltd. N. 21° 47’ (true) 636.80 feet back to the point of commencement which said land has such position, boundaries, shape, marks and dimensions as are shown on the said plan and is thereon shown coloured Pink.

### SECOND SCHEDULE (Section 3)

<b>Description of Documents each dated 18th October, 1961.</b>	<b>Parties.</b>	<b>Record Reference in Registry of Records (if any).</b>
1. Conveyance of approximately 1,872 acres of land situate in the vicinity of Hawksbill Creek.	(1) The Grand Bahama Port Authority, Ltd. (2) The Company.	Volume 451 at pages 371-402.
2. Deed of Covenant.	(1) The Grand Bahama Port Authority, Ltd. (2) The Company.	Volume 458 at pages 321-348.
3. Deed of Licence.	(1) The Grand Bahama Port Authority, Ltd. (2) The Company.	Volume 451 at pages 420-470.
4. Agreement as to excavation rights and boundary relocations.	(1) Bahama Shipyards, Limited. (2) Bahama Chemicals, Limited. (3) The Grand Bahama Port Authority, Ltd. (4) The Company.	Volume 458 at pages 59-88.
5. Agreement as to Reciprocal Rights of Way.	(1) Bahama Shipyards, Limited. (2) Bahama Chemicals, Limited. (3) The Grand Bahama Port Authority, Ltd. (4) The Company.	Volume 459 at pages 166-182.

Description of Documents each dated 18th October, 1961.	Parties.	Record Reference in Registry of Records (if any).
6. Agreement as to Restrictive Covenants and mutual nuisance easements.	(1) The Grand Bahama Port Authority, Ltd. (2) Bahama Shipyards, Limited. (3) Bahama Chemicals, Limited. (4) The Company.	Volume 459 at pages 183-204.
7. Agreement as to Retransfer to Properties and Licences.	(1) Bahama Shipyards, Limited. (2) Bahama Chemicals Limited. (3) The Company. (4) The Grand Bahama Port Authority, Ltd.	Volume 458 at pages 367-386.
8. Agreement.	(1) Bahama Shipyards, Limited. (2) Bahama Chemicals, Limited. (3) The Company. (4) The Grand Bahama Port Authority, Ltd.	Volume 459 at pages 205-220.

### THIRD SCHEDULE (Section 4)

#### NOTICE

The Bahama Cement Company (Confirmation of Title) Act 1962 Land at Hawksbill Creek, Grand Bahama.

1. The Bahama Cement Company (Confirmation of Title) Act 1962 came into force on the..... day of ..... 1962. This Act confirmed the title of that Company to certain land at Hawksbill Creek, Grand Bahama, the plan showing the land is filed in the Crown Lands Office of the Colony as Number 81 Grand Bahama and a copy of this plan is on file in the Office of the Commissioner at West End, Grand Bahama. These plans are open to inspection.

2. The Act also extinguishes all other rights, claims, demands, and incumbrances relating to the land with certain exceptions, but gives the owners of such rights, claims, demands and incumbrances the right to claim compensation under the Act within a year of the Act coming into force. No claims may be made after the year has expired.

3. If any person claims that he was entitled to any such right, claim, demand or incumbrance and wishes to claim compensation for it under the Act, he should within the year serve on Bahama Cement Company at Savoy Building, Freeport, Grand Bahama a full statement in writing of his claim together with an affidavit verifying the claim. The claim will then be determined by the Supreme Court in accordance with the Act.

4. Any person who thinks that he may have a claim under the Act is advised in his own interest to consult the detailed provisions of the Act as soon as possible.

Dated the ..... day of ..... 1962.

BAHAMA CEMENT COMPANY.

Savoy Building,

Freeport, Grand Bahama.