

CHAPTER 261

HAWKSBILL CREEK, GRAND BAHAMA (DEEP WATER HARBOUR AND INDUSTRIAL AREA)

ARRANGEMENT OF SECTIONS

SECTION

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SCHEDULE.

CHAPTER 261

HAWKSBILL CREEK, GRAND BAHAMA (DEEP WATER HARBOUR AND INDUSTRIAL AREA)

An Act to authorise the entering into of an agreement with a company to be incorporated in the Colony by Wallace Groves for the dredging of a deep water harbour and the establishment of an industrial area at and in the vicinity of Hawksbill Creek, Grand Bahama. *5 cf 1955*

[Commencement 20th June, 1955]

1. This Act may be cited as the Hawksbill Creek, Grand Bahama (Deep Water Harbour and Industrial Area) Act. Short title

2. The Governor in Council is hereby authorised, at any time within six months after the coming into operation of this Act, to enter into an agreement, substantially in the form set out in the Schedule hereto, with a company to be incorporated in the Colony by Wallace Groves for the dredging of a deep water harbour and the establishment of an industrial area at and in the vicinity of Hawksbill Creek in the Island of Grand Bahama. Governor in Council authorised to enter into agreement

3. The Public Seal of the Colony shall be affixed to the said agreement and the same shall be signed by and on behalf of the Governor in Council by the Governor. Agreement to be sealed with Public Seal

SCHEDULE (Section 2)

BAHAMA ISLANDS

NEW PROVIDENCE

THIS AGREEMENT made the day of in the year of Our Lord thousand Nine hundred and Fifty-five BETWEEN His Excellency The Right Honourable The Earl of Ranfurly Governor and Commander-in-Chief in and over the Bahama Islands Acting for and on behalf of the Government of the Bahama Islands (who and whose successors in office for the time being are hereinafter included in the term “the

Government”) of the one part AND The Grand Bahama Port Authority, Limited, a company incorporated under the laws of the said Bahama Islands and carrying on business within the Colony (hereinafter called “the Port Authority” which expression where the context so admits shall include their assigns) of the other part WHEREAS:

- (a) The Crown has agreed to grant conditional purchase leases to the Port Authority for Fifty thousand acres of Crown Land surrounding and in the vicinity of Hawksbill Creek on the Island of Grand Bahama (hereinafter referred to as “Hawksbill Creek”) and to grant a conditional purchase lease to the Port Authority of the bed of the sea underlying Hawksbill Creek the said bed of the sea being approximately delineated on that part which is coloured Pink of the diagram or plan hereto attached marked “A”;
- (b) The Port Authority have agreed to purchase from private owners approximately Eighty acres of land in the vicinity of Hawksbill Creek;
- (c) The Port Authority may purchase from private owners approximately a further Fourteen hundred and Twenty acres of land in the vicinity of Hawksbill Creek;
- (d) The Port Authority have made certain proposals to the Government for the dredging and construction of a deep water harbour and a turning basin at Hawksbill Creek with a view to encouraging the establishment of factories and other industrial undertakings within the Port Area; and
- (e) The Government being satisfied that the dredging and construction of a deep water harbour and turning basin at Hawksbill Creek and the establishment of factories and industrial undertakings in the vicinity thereof will be of great economic benefit to the Colony in providing large-scale additional employment thus increasing the revenue of the Colony and in providing for and encouraging the economic and practicable development and exploitation of the Colony’s raw material resources have agreed in consideration of the covenants on the part of the Port Authority hereinafter contained to grant the concessions and to enter into this Agreement as hereinafter appearing

NOW THIS AGREEMENT WITNESSETH in consideration of the premises as follows:

1. The Port Authority hereby covenant with the Government that unless prevented from so doing by Act of God, insurrection, riots, civil commotion, war or warlike operations, strikes, lockouts, *force majeure*, or any unforeseen or extraordinary circumstances which may be reasonably considered to be beyond the control of the Port Authority (including the inability of the Port Authority to obtain or employ the necessary labour or to obtain or secure the necessary materials) they will:

- (1) Within Three years from the date of these presents:
- (a) Dredge a channel not less than Two hundred (200) feet in width with a minimum depth of Thirty (30) feet at mean low water of average tide from the sea to the mouth of Hawksbill Creek and within Hawksbill Creek dredge a channel not less than Two hundred (200) feet in width with a minimum depth of Twenty-seven (27) feet at mean low water of average tide and dredge a turning basin (consisting of the said channel Two hundred (200) feet wide and such further dredging as may be necessary) providing a turning radius of not less than Six Hundred (600) feet; and
 - (b) Construct a wharf inside of Hawksbill Creek at least Six hundred (600) feet long such wharf to be constructed in a good, proper, and workmanlike manner and so as to be able to accommodate cargo vessels using the said port, and with a suitable apron for vehicular traffic at least Ten (10) feet wide along the harbour side of such wharf properly smoothed and surfaced;

which said works set forth in paragraph (a) and (b) of this subclause of this clause and all replacements thereof additions thereto and extensions thereof made during the continuance of this Agreement are hereinafter referred to as “the Port Project.”

(2) Upon completion of the Port Project maintain the same in good repair and condition and keep the said channel and turning basin clear and free from obstructions and assume full responsibility for the provision of such navigational aids and markers as in the opinion of the Port Authority shall be requisite for the proper operation of the deep water harbour as a private port, and as will comply with accepted international practice.

(3) Use their best endeavours to promote and encourage the establishment of factories and other industrial undertakings, and in particular factories, industrial undertakings, and industries which will make use of the natural resources and products available at Hawksbill Creek such as limestone rock and pine timber, within:

- (a) The area comprising the said Fifty thousand acres of Crown land to be leased by the Crown to the Port Authority;
- (b) The said Eighty acres of land to be purchased by the Port Authority from private owners; and
- (c) Such part of the said Fourteen hundred and Twenty acres of land as the Port Authority may purchase from private owners within Three years from the date of this Agreement;

all of which including the Port Project are hereinafter collectively referred to as “the Port Area” which term shall include such other lands situate on the said Island of Grand Bahama and lying Eastwardly of a line drawn across the said Island North and South

at a point Three miles West of the West bank of Hawksbill Creek where it joins the Sea on the South side of the said Island as may be purchased by the Port Authority during the continuance of this Agreement and are declared to be a part of the Port Area by Order-in-Council published in the *Official Gazette* pursuant to the provisions of subclause (19) of clause 2 hereof.

(4) Undertake the responsibility of and for the administration and control of the deep water harbour, wharf, and other port facilities comprising the Port Project, and the laying out of the development of the Port Area and the administration and control thereof, and subject to the requirements of the industries establishment within the Port Area for loading and unloading of cargo vessels, use their best endeavours to provide dock space for passenger-carrying ships desiring to discharge passengers in the said deep-water harbour.

(5) Upon completion of the dredging and construction of the deep water harbour and wharf referred to in subclause (1) of this clause and upon the establishment of the first factory or industrial undertaking within the Port Area at their own expense in all respects:

- (a) Provide school rooms, school teachers, and educational facilities of a standard at least equal to that provided at the date of this Agreement by the Board of Education of the Colony in the Out Islands of the Colony and from time to time add to and extend the same so as to adequately serve all children of school age living within the Port Area and during the continuance of this Agreement operate and maintain such school rooms and educational facilities to a standard at least equal to that provided from time to time, by the said Board of Education in the Out Islands;
- (b) Provide the medical services and facilities consisting of not less than one qualified medical practitioner, one qualified trained nurse, a dispensary, X-ray equipment, and hospital facilities of not less than four beds all of a standard at least equal to that provided at the date of this Agreement by the Government in the said Out Islands, and from time to time add to and extend the same so as to adequately serve the population living within the Port Area and during the continuance of this Agreement operate and maintain such medical services and facilities in accordance with standard good medical and hospital practice;
- (c) Provide free of rent both living and office accommodations of a standard at least equal to that provided at the date of this Agreement by the Government in the said Out Islands for such officers and employees of the Government as the Government may station in the Port Area for the maintenance of law and order, the administration of justice, the general administration of Government, the collection of Customs Duties and other

revenue and the administration of the Customs Department, the administration of the Immigration Department, Post Offices, and for such other purposes as may be mutually agreed upon from time to time between the Government and the Port Authority, and in connection therewith prepare the plans for such accommodations at their expense in consultation with the Government, such plans to be subject to the approval of the Government such approval not to be unreasonably withheld or delayed.

(d) Reimburse the Government annually within Thirty days after the presentation of a detailed account of the same by the Government the annual cost to the Government of providing the services and administration activities referred to in paragraph (c) of this subclause plus Twenty-five per centum of such cost (such Twenty-five per centum being deemed to cover Government administrative overheads in New Providence and elsewhere within the Colony) subject to the following provisos, namely:

(i) That the salaries to be paid by the Government to the Public Officers and employees of the Government carrying out and administering the services referred to in paragraph (c) of this subclause shall be in accordance with the normal scale for Government salaries having regard to the location and the post filled; and

(ii) That the Port Authority shall only be required to reimburse Government to the extent that Customs Duties and emergency taxes received by the Government in respect of goods entered or taken out of bond at the Port Area are less than the amount expended by Government plus the said Twenty-five per centum.

(6) Supply all Government offices and all living accommodations provided for officers and employees of the Government within the Port Area pursuant to the provisions of paragraph (c) of subclause (5) of this clause with electrical current (and as and when other utilities are operated by the Port Authority within the Port Area, such other utilities) at rates to be mutually agreed upon between the Government and the Port Authority.

(7) If and when the Port Authority construct and operate any utilities within the Port Area, construct the same in a good, proper, and workmanlike manner having due regard for the safety of persons working and/or residing with the Port Area, and after construction operate the same in accordance with good operating practice and in a fit and proper manner having due regard for the safety of persons working and/or residing with the Port Area.

(8) If and when the Port Authority engage in aviation activities, operate the same in conformity with The Colonial Civil Aviation Order 1949 or any amendment or re-enactment thereof and The

Colonial Air Navigation (Application of Act) Order 1952 or any amendment or re-enactment thereof and all orders, rules, and regulations made thereunder.

(9) Use their best endeavours to employ Bahamian-born persons within the Port Area, provided such Bahamian-born persons are available and are willing to work at competitive wages or salaries and, having regard to the persons available from time to time for such training and the standard of education and/or the degree of skill required for the positions to be filled, use their best endeavours to train Bahamian-born persons to fill positions of employment within the Port Area, and cause any person or company licensed by them to carry on any manufacturing, industrial, or other business, undertaking or enterprise within the Port Area to enter into covenants with the Port Authority in such licence in the same terms as the covenants contained in this subclause of this clause.

(10) Cause all buildings and structures erected within the Port Area and all machinery and apparatus installed in or about any such buildings and structures to be so built, installed and maintained so as to provide properly for the health and safety of employees and the general public, and for good public sanitation within the Port Area.

(11) Notify the Colonial Secretary of the Colony (hereinafter referred to as “the Colonial Secretary” promptly in writing of the date on which the dredging of the deep water harbour and the construction of the said wharf referred to in subclause (1) of this clause have been completed.

(12) Notify the Colonial Secretary in writing under their Common Seal within Thirty days after granting the same of the name and address within the Colony of any person or company licensed by them to carry on any manufacturing, industrial or other business, undertaking, or enterprise within the Port Area, together with brief particulars of the kind and nature of the business to be carried on by such licensee.

(13) Supply the Colonial Secretary within Three years and Six months from the date of this Agreement with proper survey plan of:

- (a) Hawksbill Creek; and
- (b) The said Fifty thousand acres of Crown land, the said Eighty acres of land purchased from private owners, and such parts of the said Fourteen hundred and Twenty acres of land as shall have been purchased by the Port Authority from private owners within Three years from the date of this Agreement.

2. The Government hereby covenant with the Port Authority as follows:

- (1) That all materials, supplies, and things of every kind and description (and without limiting the generality of the

foregoing words, all equipment, building materials and supplies, factory plant and apparatus, replacement parts, spare parts, machine and hand tools, contractors' plant, vehicles, vessels, petroleum products, and nuclear fission products), other than consumable stores as hereinafter defined, which in the opinion of the Port Authority are necessary for the dredging, construction, and erection (including excavations and demolitions in connection therewith), air-conditioning, equipping, fitting out, furnishing, landscaping, extension, completion, repair, maintenance, replacement, and operation of:

- (a) The Port Project;
- (b) All factories, warehouses, industrial, commercial, business, and other undertakings, office buildings, housing, and all other buildings and accommodations of every kind within the Port Area;
- (c) All roads, bridges, parks, and places of beautification and recreation laid out with the Port Area;
- (d) All utility undertakings within the Port Area; and
- (e) Any other undertaking or thing within the Port Area constructed, erected, or operated by the Port Authority or by any person or company licensed in writing by the Port Authority under their Common Seal to carry on any manufacturing, industrial, or other business, undertaking, or enterprise within the Port Area (hereinafter referred to as "Licensee");

(all of which works and things hereinafter referred to in paragraphs (b), (c), (d), and (e) hereof are sometimes hereinafter collectively referred to as "the Port Area Development" may during the continuance of this Agreement be imported into the Colony purchased or taken out of bond therein by the Port Authority or by a Licensee free of all Customs Duties emergency taxes and all other duties and taxes now or hereafter levied, charged, or imposed by the Government upon the importation of goods into the Colony (hereinafter referred to as "Customs Duties").

- (2) That all materials, supplies, and things, whether raw, partly processed, or processed, or any combination thereof, of every kind and description (hereinafter called "the Manufacturing Supplies"), other than consumable stores as hereinafter defined, may during the continuance of this Agreement be imported into the Colony purchased or taken out of bond therein by the Port Authority or by a Licensee for the purposes of any manufacturing, industrial, or other business, undertaking, or enterprise (hereinafter referred to as "the Manufacturing Purposes") within the Port Area (which said term "the Manufacturing Purposes" shall, without limiting the generality of the foregoing words, include manufacturing,

processing in any way, assembling, exhibition, warehousing, storage, trans-shipment, unloading, loading, trucking, and stevedoring) free of all Customs Duties.

- (3) That all materials, supplies, and things of every kind and description (hereinafter referred to as “the Administrative Supplies”), other than consumable stores as hereinafter defined, which in the opinion of the Port Authority are necessary for the operation and proper functioning of the administrative, educational, medical, and all other services carried on by the Port Authority within the Port Area (hereinafter referred to as “the Administrative Purposes”) may during the continuance of this Agreement be imported into the Colony purchased or taken out of bond therein by the Port Authority free of all Customs Duties.
- (4) The conditions to be observed by the Port Authority or by a Licensee (hereinafter in this subclause referred to as “the Importer”) importing, purchasing, or taking out of bond within the Colony any of the Supplies, the Manufacturing Supplies, and the Administrative Supplies shall be as follows:
 - (a) That a proper agent or officer of the Importer shall make a declaration before the Comptroller of Customs or before the Chief Revenue Officer of the Port where the Supplies, the Manufacturing Supplies, and the Administrative Supplies or any of them enter the Colony or are purchased or taken out of bond therein or before any other person appointed for this purpose by the Government (hereinafter called “the Comptroller”) that the same are intended to be used solely for the Port Project, for the Port Area Development, for the Manufacturing Purposes, and for the Administrative Purposes (all and any of which said Port Project, Port Area Development, Manufacturing Purposes, and Administrative Purposes are sometimes in this subclause included in the term “the said Purposes”) or any of them, as the case may be;
 - (b) That the Importer shall enter into a bond in the form set out in the Schedule hereto in double the amount of any Customs Duties which would ordinarily attach on the importation or taking out of bond thereof that the Supplies, the Manufacturing Supplies, and the Administrative Supplies, or any of them as the case may be, shall not be used or applied otherwise than for the said Purposes or any of them;
 - (c) That if any of the said Supplies, the Manufacturing Supplies, and the Administrative Supplies in respect of which such bond shall have been given shall be used or applied in breach of the conditions of the bond such articles shall be liable to be forfeited and may be seized and proceeded against in the same manner as goods liable

- to forfeiture under the Customs Regulations Act of the Colony or any Act passed in amendment thereto or in substitution therefor and in addition thereto the penalty of the bond may be recovered as liquidated damages;
- (d) If at any time the Importer or any person in whom the property in the Supplies, the Manufacturing Supplies, and the Administrative Supplies, or any of them as the case may be, shall be vested shall desire to use any of the said articles otherwise than for the said Purposes or any of them it shall be lawful for the Comptroller on payment of the several amounts of customs duties payable on such articles (or on so much thereof as the Comptroller shall consider reasonable) by a memorandum endorsed on the bond to cancel the same so far as it relates to such articles;
 - (e) Upon production by the Importer to the Comptroller of a declaration made under oath by a director or officer of the Importer before a Justice of the Peace or Notary Public that the Supplies, the Manufacturing Supplies, and the Administrative Supplies or any of them have actually been so used for the said Purposes, or any of them, or have been exported from the Colony either in their original state or in a different state resulting from the manufacture, processing, or assembly thereof in any way it shall be lawful for the Comptroller (if satisfied that such declaration is true and correct) to cancel any bond or bonds entered into by the Importer under the provisions of this subclause of this clause and in the case of any of the Supplies, the Manufacturing Supplies, and the Administrative Supplies purchased in the Colony to refund to the Importer thereof (if the Comptroller shall see fit) any Customs Duties which may have been paid on the importation thereof; and
 - (f) Any person authorised by the Governor-in-Council shall have free access at all reasonable times to the Port Area and to any works being constructed in connection with the Port Project and/or the Port Area Development and to any manufacturing, industrial, or other business, undertaking, or enterprise being operated and carried on within the Port Area and may enter and stay and remain therein and have free access to every part thereof during reasonable business hours for the purpose of ascertaining whether the several articles admitted duty-free under this Agreement have been or are in the course of being duly used and applied to and for the said Purposes, or any of them, and as specified in the bond or bonds given in respect thereof.
- (5) That for the purposes of this Agreement the term “consumable stores” shall mean and include:
- (a) Any article or thing imported for the personal use of any

- person or made available after its importation for the personal use either by sale or gift or otherwise of any person, whether such person be employed or resident within the Port Area or not, Provided Always that sales of any articles or things for export outside of the Colony which are in fact exported from the Port Area to any place outside of the Colony and in respect of which a landing certificate from the port of destination is produced shall not be deemed to be consumable stores within the meaning of this Agreement;
- (b) Any article or thing imported into the Port Area and subsequently exported from the Port Area to any other part of the Colony, and any article or things assembled, processed, or manufactured within the Port Area and subsequently exported from the Port Area to any other part of the Colony, except pine lumber or products consisting of or made out of pine lumber or pine timber processed or manufactured within the Port Area out of pine timber grown on the said Island of Grand Bahamas and
- (c) Any article or thing sold to the passengers, officers or crew of any ship, vessel or yacht landing at the Port Area, Provided always that ships' stores and supplies including fuel and bunker supplies and all things whatsoever connected with the servicing of ships sold by the Port Authority or any Licensee within the Port Area to any vessel of 1500 nett tons or more shall not be deemed to be consumable stores within the meaning of this Agreement.
- (6) That for Thirty years from the date of this Agreement no real property taxes or rates and no real property levies (whether capital or periodic) of any kind shall be levied charged or collected by the Government within the Port Area or upon or against any land building or structure within the Port Area.
- (7) That for Thirty years from the date of this Agreement no personal property taxes or rates and no capital levies and no taxes on capital gains or capital appreciation shall be levied charged or collected by the Government within the Port Area or upon or against any personal property within the Port Area or upon or against the shares, debentures or other securities of any company incorporated within or without the Colony and having its Registered Office and principal place of business within the Port Area, and for the purposes of this subclause of this clause the term "principal place of business" shall mean that place where not less than Eight per centum of the volume of a company's business and trade within the Colony is transacted. Provided Always that the exemptions granted by this subclause shall extend only to personal property, shares, debentures or securities of the Port Authority or any Licensee actively engaged within the Port Area in one or more of the

classes of business set out in subclause (23)(a) of clause 2 of this Agreement or in such other business or businesses as the Governor in Council, in his discretion, may from time to time approve.

- (8) That for Thirty years from the date of this Agreement no taxes of any kind shall be levied upon or against the earnings of the Port Authority in the Port Area and outside the Colony or upon or against the earnings of a Licensee in the Port Area and outside the Colony or against any rentals or licence fees paid by any lessee or by a Licensee to the Port Authority or upon or against any interests or dividends paid by the Port Authority or by any lessee company of the Port Authority or by a Licensee to the holders of the evidences of indebtedness and/or shares or other securities of the Port Authority or of the company holding such lease from the Port Authority or of a Licensee or upon or against any salaries and remuneration by way of bonus participation in profits commission or otherwise paid by the Port Authority or by any lessee from the Port Authority or by a Licensee to any person employed by the Port Authority or by such lessee or by a Licensee within the Port Area, Provided that the person receiving such salary and/or remuneration is ordinarily resident within the Port Area.
- (9) That during the continuance of this Agreement no excise taxes of any kind shall be levied charged or collected by the Government upon or against any goods articles or things (other than consumable stores) imported into the Port Area, manufactured, processed, assembled, or warehoused within the Port Area or exported from the Port Area to a place outside the Colony whether such importing, manufacturing, processing, assembling, warehousing, or exporting is done by the Port Authority or by a Licensee.
- (10) That during the continuance of this Agreement no export taxes or levies or any kind shall be levied charged or collected by the Government on or in respect of any goods articles or things exported from the Port Area to any place outside of the Colony.
- (11) That during the continuance of this Agreement no stamp or other taxes or levies shall be levied, charged or collected by the Government on or in respect of any monies remitted by banks in the Port Area to any place outside of the Colony on behalf of the Port Authority or any Licensee in respect of their own businesses within the Port Area. Provided that the onus will be upon the Port Authority or any Licensee, as the case may be, to satisfy the banks that the remittances are being made in respect of their own businesses within the Port Area.
- (12) That the said deep water harbour and turning basin, and all other parts of the bed of Hawksbill Creek approximately delineated on that part which is coloured Pink of the said

diagram or plan hereto attached marked “A”, and any and all extensions of the same which may from time to time be declared to be a part of the said deep water harbour by Order-in-Council published in the *C,fficial Gazette* pursuant to the provisions of subclause (17) of this clause shall be a private port under the sole control and authority of the Port Authority; and without limiting the generality of the foregoing words it is hereby expressly declared that the Port Authority shall have and is hereby granted the power and authority to exclude or remove from the said private port any ship, vessel, boat, flying boat, or seaplane, other than any of Her Majesty’s ships, vessels, boats, flying boats, or seaplanes, and any ship, vessel, boat, flying boat, or seaplane belonging to or in the employ of the Government or the Government of the United Kingdom.

- (13) That the Port Authority shall have the right to name the said private port and that upon the Port Authority notifying the Colonial Secretary in writing of such name the Government will use such name thereafter in all official publications, documents, notices, and correspondences.
- (14) That the Port Authority shall have the responsibility of and for the administration and control of the Port Project and the laying out of the development of the Port Area (subject to the provisions as regards administration by the Government in this Agreement contained) the administration and control thereof.
- (15) That all roads and bridges constructed by the Port Authority or any Licensee within the Port Area shall be deemed to be private roads and bridges and that the Port Authority shall have the absolute right to exclude any person and vehicle (other than an officer or employee or vehicle of the Government) from using the same, and to exclude any person (other than an officer or employee of the Government) from the Port Area or any part thereof without assigning any reason therefor.
- (16) That upon the Port Authority submitting to the Colonial Secretary within Three years and Six Months from the date of this Agreement the proper survey plan of Hawksbill Creek after the completion of the said channel and the said turning basin in accordance with the provisions of paragraph (a) of subclause (13) of clause 1 hereof to declare the same to be a private port by Order-in-Council published in the *C,fficial Gazette*.
- (17) That upon the Port Authority from time to time submitting to the Colonial Secretary proper survey plans of any proposed extensions of the said private port from time to time forthwith to declare such extensions to comprise extensions and parts of the said private port by Order-in-Council published in the *C,fficial Gazette*.

- (18) That upon the Port Authority submitting to the Colonial Secretary within Three years and Six months from the date of this Agreement the proper survey plan or plans of the said Fifty thousand acres of Crown land, the said Eighty acres of land purchased from private owners, and such parts of the said Fourteen hundred and Twenty acres of land as shall have been purchased by the Port authority from private owners within Three years from the date of this Agreement in accordance with the provisions of paragraph (b) of subclause (13) of clause 1 hereof, forthwith to declare the said lands delineated on such survey plan or plans to be the Port Area within the meaning of this Agreement by Order-in-Council published in the *Official Gazette*.
- (19) That upon the Port Authority from time to time submitting to the Colonial Secretary proper survey plans of any additional land purchased either from the Crown or from private owners situate on the said Island of Grand Bahama and lying Eastwardly of a line drawn across the said Island North and South at a point three miles West of the West bank of Hawksbill Creek where it joins the Sea on the South side of the said Island then, provided the Government shall deem the same to be in the best interests of the Colony, from time to time to declare such additional lands to be parts of the Port Area within the meaning of this Agreement by Order-in-Council published in the *Official Gazette*.
- (20) That during the continuance of this Agreement the Port Authority or a Licensee shall have the right to bring into the Colony and to employ within the Port Area such key, trained, and/or skilled personnel as in the opinion of the Port Authority or of any Licensee (as the case may be) are necessary for the construction, operation, administration, and other purposes of the Port Project, of the Port Development Area, for the Manufacturing Purposes, for the Administrative Purposes, and for the purposes of any and all other businesses, undertakings, and enterprises carried on within the Port Area by the Port Authority or by any Licensee and that the Government will not withhold permission for the entry of such key, trained, and/or skilled personnel into the Colony AND the terms “key, trained, and/or skilled personnel” used in this subclause of this clause shall be deemed to mean and include the family and dependants of any such key, trained, and/or skilled personnel, and Provided Always that the Government reserve the right on grounds of personal undesirability (a) to withhold permission for any individual to enter the Colony, and (b) to compel any individual to leave the Colony.
- (21) That subject to the provisions of subclause (10) of clause 1 hereof only, the Port Authority shall have the sole right to construct and operate utilities (and without limiting the

generality of the foregoing word “utilities”, in particular electrical supply, gas supply, water supply, telephone and sewerage disposal system) within the Port Area, and the necessary distribution systems in connection therewith, and that no licence or other permission or authority shall be required by the Port Authority from the Government or any department thereof in connection therewith, and that (subject to the provisions of subclause (6) of clause 1 hereof) the Port Authority shall have the authority to and may charge such rates or other charges for such utilities or any of them as the Port Authority shall in its absolute discretion deem fit and proper, Provided Always that all electrical supply installations made by the Port Authority or by any Licensee within the Port Area shall comply with the provisions of the Canadian Standards Association Canadian Electrical Code.

- (22) That subject to the provisions of subclause (10) of clause 1 hereof only the Port Authority shall have the sole right from time to time and at all times during the continuance of this Agreement to plan, lay out, and vary the development of the Port Area in such manner as the Port Authority shall in their absolute discretion deem fit and proper and that neither the Port Authority nor any Licensee shall during the continuance of this Agreement require any building or other permit from the Government or any department thereof for any excavation and/or for the erection or demolition of any building or other structure within the Port Area, or for the installation, operation, maintenance, or removal of any machinery, plant, equipment, or other apparatus in or about any buildings and/or structures within the Port Area.
- (23) That subject to the provisions of subclause (10) of clause 1 hereof only the Port Authority and any licensee shall have the right:
- (a) To carry on and engage in all branches any manufacturing, shipbuilding, lumbering, engineering, building construction, civil engineering, contracting, warehousing, storing, assembling, processing, chemical refining, repairing, and servicing business or undertaking, any business or undertaking of storing and supplying petroleum and fuel products and marine supplies, any business or undertaking relating to the exhibition or display of goods and manufactures for sale (including the operation of a “trade fair”, and any business or undertaking of trucking or transporting passengers and freight, stevedoring, and handling of freight, within the Port Area during the continuance of this Agreement without having to obtain any permit or licence therefor or in respect thereof from the Government or any department thereof or any licensing Authority thereof, any present laws and regulations of the Colony and the enactment of future laws or

regulations within the Colony to the contrary notwithstanding; and

- (b) To carry on and engage in any other lawful business or undertaking (other than those referred to in paragraph (a) of this subclause of this clause) within the Port Area during the continuance of this Agreement without having to obtain any permit therefore or in respect thereof from the Government or any department thereof, provided Always that if any law or regulation for the time being in force in the Colony shall require that the person intending to carry on any such other business or undertaking shall first obtain a licence therefor, then and in that case such licence shall be first applied for and obtained in the normal manner and as if such other business or undertaking was not to be carried on within the Port Area, and Provided Further that if the person applying for such licence shall be refused the grant thereof within the Port Area then such person shall not carry on or engage in such business in respect of which such licence shall have been refused within the Port Area.
- (24) To alter the position of any public road or bridge within the Port Area the position of which in the opinion of the Port Authority as certified to the Colonial Secretary in writing conflicts in any way with any proposed lay out and/or development of the Port Area by the Port Authority or by any Licensee and to convey or cause to be conveyed the land over which such road or bridge runs to the Port Authority in fee simple for a nominal consideration provided that the Port Authority at the same time convey to the Government or to any board or department thereof nominated in writing by the Government also for a nominal consideration the bed of any new road or bridge within the Port Area required by the Government to replace the road or bridge so conveyed to the Port Authority and provided that the cost of constructing such new road or bridge shall be borne by and paid for by the Port Authority.
- (25) (a) That the Port Authority shall have the right from time to time and at any time during the continuance of this Agreement to establish, maintain, and operate wireless telegraph and wireless telephone systems with the Port Area for communication within the Port Area and with vessels at sea or entering the said Port subject to obtaining the necessary licence or licences therefor or in respect thereof from the Telecommunications Department of the Colony, the granting of such licence or licences not to be unreasonably withheld or delayed.

- (b) That if at any time during the continuance of this Agreement the Port Authority shall desire to establish, maintain, and operate wireless telegraph and wireless telephone systems within the Port Area for communication with other parts of the Colony, with the United States of America, and with the rest of the World, the Port Authority may, at their own expense, in all respects, construct and complete such wireless telegraph and wireless telephone systems within the Port Area Provided that the same are constructed to specifications laid down by the Telecommunications Department of the Colony and upon completion are approved by the said Telecommunications Department such approval not to be unreasonably withheld or delayed, subject to the following terms and conditions, namely:
- (i) That upon completion the said wireless telegraph and wireless telephone systems shall be turned over to and become the property of the Telecommunications Department, and thereafter shall be maintained, operated, and controlled by the Telecommunications Department;
 - (ii) That the Port Authority shall reimburse the Government annually within Thirty days after the presentation of a detailed account of the same by the Government the annual cost to the Government of maintaining and operating the said wireless telegraph and wireless telephone systems plus Twenty-five per centum of such cost, credit being given for the net income (exclusive of any operating costs) therefrom;
 - (iii) That if the net income from the operation of the said wireless telegraph and wireless telephone systems (exclusive of any operating costs) shall exceed the cost of operating the said wireless telegraph and wireless telephone systems plus Twenty-five per centum, then the excess shall be paid to the Port Authority until the costs of installation of the said wireless telegraph and wireless telephone systems with interest thereon at five per centum per annum shall have been fully amortised; and
 - (iv) That the same formula hereinbefore set out shall apply to all extensions of and additions to the said wireless telegraph and wireless telephone systems.
- (26) In the event of the Government taking over the Port Area or the Port Project or any part thereof respectively or any installation therein at any time during the continuance of this Agreement in the event of war or warlike operations under any emergency powers or regulations to pay to the Port Authority reasonable charges for the use thereof and fair

compensation for any and all damage reasonably attributable to such use.

- (27) That upon the expiration of the said period of Thirty years referred to in subclauses (6), (7), and (8) of clause 2 of this Agreement then for the remainder of the term of this Agreement no taxes of the kind or nature referred to in the said subclauses (6), (7), and (8) of clause 2 hereof shall be levied, charged or collected by the Government within the Port Area at any greater rate than shall be levied charged and collected by the Government in any other part of the Colony; and that during the continuance of this Agreement no other taxes of any kind the levying, charging or collection of which are not excluded or prohibited for the said period of Thirty years by the provisions of subclauses (6), (7), and (8) of clause 2 hereof or for the duration of this Agreement by the provisions of subclauses (9), (10), and (11) of clause 2 hereof shall be levied, charged or collected by the Government within the Port Area at any greater rate than shall be levied, charged or collected by the Government in any other part of the Colony.
- (28) That during the continuance of this Agreement there will be no restrictions, regulations, or conditions, the making or imposition of which are not excluded or prohibited by the provisions hereinbefore contained, made or imposed by the Government affecting the Port Area or any business, undertaking or enterprise carried on therein differently from the rest of the Colony and which thereby discriminate against the Port Area or any such business, undertaking, or enterprise carried on therein when compared with the rest of the Colony, and that there will be no legislation enacted, the enactment of which is not excluded or prohibited by the provisions hereinbefore contained which affects the Port Area or any business, undertaking, or enterprise carried on therein differently from the rest of the Colony and which thereby discriminates against the Port Area or any such business, undertaking, or enterprise carried on therein AND if any such restriction, regulation, or condition is made or imposed or if any such legislation is enacted which in effect affects only the Port Area and/or any business, undertaking, or enterprise carried on therein, the question of whether such restriction, regulation, condition, or legislation is in fact discriminatory against the Port Area or any business, undertaking, or enterprise carried on therein shall at the request in writing of the Port Authority be submitted to arbitration as herein-after provided for determination.

3. It is hereby mutually agreed as follows:

- (1) This Agreement shall continue in force for the period of Ninety-nine years from the date hereof provided always that if the Port Authority shall fail to carry out and complete the covenants on their part contained in subclause (1) of clause 1 hereof within Three years from the date of this Agreement then upon the expiration of Three years from the date hereof this Agreement shall cease and become null and void and of no effect, and neither party hereto shall be liable in any way to the other party hereto in respect of anything herein contained.
- (2) That upon the expiration of this Agreement nothing herein contained shall be deemed to make the Port Authority liable to pay to the Government any payment in respect of any matter or thing done, executed, or happening prior to the date of the expiration of this Agreement in respect of which payment is hereby waived.
- (3) That if at any time or times during the continuance of this Agreement the Port Authority or any Licensee shall require any unskilled workmen or labourers for employment within the Port Area which the Port Authority or such Licensee is unable to recruit within the Port Area then the following terms and conditions shall apply, namely:
 - (a) The Port Authority either for themselves or on behalf of such Licensee shall notify the Colonial Secretary in writing of the number of such workmen or labourers required;
 - (b) Upon receipt of such notice by the Colonial Secretary the Government shall forthwith endeavour to recruit the number of workmen or labourers specified in such notice;
 - (c) If within Thirty days after receipt of such notice by the Colonial Secretary the Government have been unable to recruit the total number of workmen or labourers specified in such notice, the Colonial Secretary shall forthwith notify the Port Authority in writing of the number of workmen or labourers which the Government have been able to recruit;
 - (d) Upon receipt of such notice from the Colonial Secretary the Port Authority or any Licensee shall have the right subject to the terms and conditions hereinafter mentioned to bring into the Colony and to employ within the Port Area such number of workmen or labourers as the Government were unable to recruit and the Government will not withhold permission for the entry of such workmen or labourers into the Colony;

- (e) No workmen or labourers recruited outside of the Colony by the Port Authority or by any Licensee shall be contracted for for any longer period than Three years provided always that with the consent of Government the contract of any workman or labourer may be renewed Provided further that no renewal contract shall be for a longer period than Three years;
 - (f) Upon the admission into the Colony of any workmen or labourers recruited outside of the Colony under the provisions of this subclause of this clause the Port Authority or the Licensee (as the case may be) shall enter into a bond with the Government in the amount of the cost of the return journey transportation of such workmen or labourers from the Colony to the place where they were recruited plus reasonable travelling expenses for such return journey;
 - (g) The Government reserve the right to inquire into the antecedents, character, and all other matters and things concerning any workman or labourer recruited by the Port Authority or by any Licensee outside of the Colony;
 - (h) The Port Authority hereby undertake to reimburse the Government on demand all costs, charges and expenses reasonably incurred by the Government in and about any such inquiry or inquiries;
 - (i) The Government reserve the right on grounds of personal undesirability to withhold permission for any individual recruited by the Port Authority or by a Licensee outside of the Colony to enter the Colony provided that due notice of such undesirability shall have been given in writing by the Government to the Port Authority prior to the departure of such individual from the place where such recruitment takes place for the Colony, and the Government reserve the right on grounds of personal undesirability at any time to require any workman or labourer recruited outside the Colony to leave the Colony; and
 - (j) In this subclause of this clause the terms “workman” and “labourer” shall be deemed to mean and include the family and dependants of any such workman or labourer.
- (4) The Government shall have the power by Order in Council published in the *Official Gazette* to prohibit the sale in any part of the Colony outside of the Port Area of any particular product manufactured, processed, partly processed, assembled, or otherwise produced within the Port Area except pine lumber or products consisting of or made out of pine lumber or pine timber processed or manufactured within the Port Area out of pine timber grown on the said Island of Grand Bahama.

- (5) That nothing in this Agreement contained shall be deemed to give to the Port Authority or to any Licensee any rights, facilities, or privileges in the Colony outside of the Port Area.
- (6) That the penalty for any breach of this Agreement by the Port Authority or by any lessee company of the Port Authority or by any Licensee (other than the covenant on the part of the Port Authority contained in subclause (1) of clause 1 hereof) shall be in damages only which shall be fixed by mutual agreement by the Port Authority and the Government and in default of agreement shall be determined by arbitration as hereinafter provided, Provided Always that nothing herein contained shall be deemed to relieve an Importer as detailed in subclause (4) of clause 2 hereof from the penalties of any bond entered into pursuant to the provisions of that subclause.
- (7) The Port Authority will not assign their rights under this Agreement without the consent in writing of the Government, Provided Always that nothing in this subclause contained shall be deemed to prevent or restrict in any way the Port Authority licensing any person, firm, or company to carry on any lawful business, undertaking, or enterprise within the Port Area on such terms and conditions as the Port Authority shall in their absolute discretion deem fit and proper subject only to the provisions hereinbefore contained.
- (8) That in the interpretation of this Agreement words importing the singular number only shall include the plural number and *vice versa*, and words importing the masculine gender shall include the feminine gender.
- (9) That all questions or differences whatsoever which may at any time hereafter arise between the parties hereto or their respective representatives touching these presents or the subject matter thereof or arising out of or in relation thereto respectively and whether as to construction or otherwise shall be referred to arbitration pursuant to the provisions of The Arbitration Act 1950 of the United Kingdom and any statutory modification thereof for the time being in force (which Act shall be deemed to have effect for the purposes of this subclause notwithstanding subclause (10) of this clause).
- (10) That this Agreement shall be construed and interpreted according to the laws of the Bahama Islands.

THE SCHEDULE HEREINBEFORE REFERRED TO
DRAFT BOND
THE BAHAMAS

KNOW ALL MEN BY THESE PRESENTS, that

(Insert name, address, and description of bondsman).

is/are held and firmly bound unto Her Majesty Queen Elizabeth the Second by the Grace of God of the United Kingdom of Great Britain and Northern Ireland and of Her other realms and territories, Queen, Head of the Commonwealth, Defender of the Faith, in the sum of pounds of good and lawful money of the Colony of the Bahama Islands, to be paid to Her Majesty, Her heirs and successors: to which payment well and truly to be made, the said

..... is/are bound for and in the whole my/our heirs, executors, administrators and assigns and every one of them, firmly by these presents.

Strike out words heirs, executors and administrators if executed by a body corporate

Sealed with my/our seal. Dated this day of in the year of Our Lord One Thousand Nine Hundred and

Whereas the above bounden

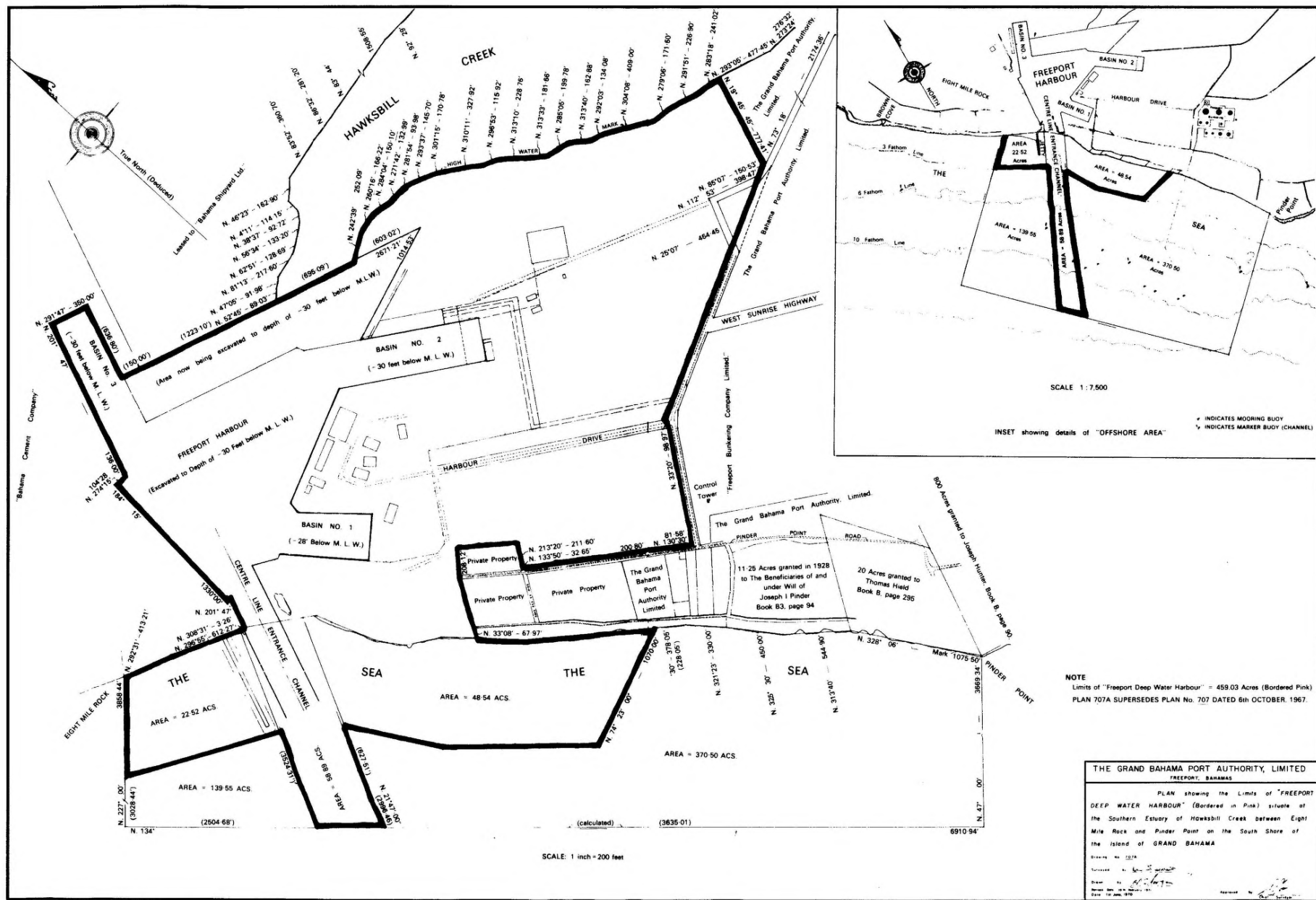
..... Has imported or/taken out of Bond
Have imported or/taken out of Bond

the Following Goods: is/are desirous of entering into a Bond in respect of the said Goods in pursuance of an Agreement made the of 19 Between The Right Honourable The Earl of Ranfurly Governor and Commander-in-Chief in and over the Bahama Islands for and on behalf of the Government of the Bahama Islands of the one part And the Grand Bahama Port Authority Limited of the other part.

Now the condition of this obligation is such, that if the goods as aforesaid are used for the purposes set out in subclause (4)(a) of clause 2 of the said Agreement or are exported from the Colony in their original state or in a different state resulting from manufacturing, processing, assembling, or otherwise dealing with the same then this obligation to be void, or else to remain in full force and virtue.

Sealed and delivered in the presence of

..... *IN WITNESS WHEREOF, etc.*



PLAN No. 707A The area with a bold outline appears on the original plan in Pink