

THE STATUTES OF THE REPUBLIC OF SINGAPORE

PORTUGUESE MISSIONS ORDINANCE

(CHAPTER 371)

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Portuguese Missions Ordinance

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An Ordinance to incorporate the Agent of the Commission for the Administration of the Estates of the Portuguese Missions in China and Singapore.

[8th April 1910]

Whereas an Institution, known as the Cathedral of Peking, was founded in the year 1690 by the Holy See of Rome through the solicitation of Dom Pedro II., then King of Portugal, and dedicated to the Blessed Virgin, and was administered by the successive bishops of Peking until the date of the Ordinance next hereinafter named:

Note: This private Ordinance is reproduced in the form it appears in the 1955 Revised Edition.

And Whereas another Institution, known as the Mission of St. José, at Peking, was established by the Portuguese Jesuits before the year 1650 under the patronage of the Kings of Portugal:

And Whereas another Institution, known as the College of St. José, at Macao, was founded in or about the year 1747 by the Portuguese Jesuits in order to prepare missionaries for China under the patronage of the Portuguese Royal Crown:

And Whereas by a Royal Charter of the then King of Portugal, dated the thirteenth day of February, 1800, the property of the Cathedral of Peking and of the College of St. José at Macao and that of the Mission of St. José at Peking was entrusted to the Congregation of the Mission, which was the congregation of St. Vincent de Paul, established in Portugal under that name:

And Whereas by an indenture of assignment, dated the fourteenth day of December, 1831, and made between James Clarke of the one part and Isaiah Zechariah, attorney to and for Joaquim Jozé Leite, therein called Liete, and Nicholao Rodrigues Pereira de Borja, "Superiores" of the Cathedral of Peking, of the other part, the lands and hereditaments comprised in Schedule A were assigned unto the said Isaiah Zechariah, attorney, as aforesaid, his executors, administrators and assigns, nevertheless to the proper use and behoof of the said Joaquim Jozé Leite, therein called Liete, and Nicholao Rodrigues Pereira de Borja, "Superiores" of the Cathedral of Peking, and their successors to the title and office of Superiores as aforesaid during the residue of the term of years created by the indentures of lease mentioned in Schedule A:

And Whereas by an indenture of assignment registered No. 116, dated the eleventh day of August, 1831, made between Lim Chye, attorney, to and for Lim Si Ong of the one part and Isaiah Zechariah, attorney, to and for Joaquim Jozé Leite, therein called Liete, and Nicholao Rodrigues Pereira de Borja, "Superiores" of the Cathedral of Peking, of the other part, the land and hereditaments described in Schedule C and comprised in indenture of lease, No. 34, therein mentioned were assigned to the said Isaiah

Zechariah, attorney, as aforesaid nevertheless to and for the use and behoof of the said Joaquim Jozé Leite, therein called Liete, and Nicholao Rodrigues Pereira de Borja, "Superiores" of the Cathedral of Pekin aforesaid, and their successors to the title and office of Superiores for the residue then unexpired of the term of years created by the said indenture of lease, No. 34:

And Whereas by an indenture of assignment, registered No. 113, dated the thirteenth day of July, 1831, and made between Si Hoo Keh of the one part and Isaiah Zechariah, attorney, to and for Joaquim Jozé Leite, therein called Liete, and Nicholao Rodrigues Pereira de Borja, "Superiores" of the Cathedral of Pekin, of the other part, the land and hereditaments described in Schedule *C* and comprised in the indenture of lease, No. 36, therein mentioned were assigned unto the said Isaiah Zechariah, attorney, as aforesaid nevertheless to and for the proper use and behoof of the said Joaquim Jozé Leite, therein called Liete, and Nicholao Rodrigues Pereira de Borja, "Superiores" of the Cathedral of Pekin as aforesaid, and their successors or assigns for the residue then unexpired of the term of years created by the said indenture of lease, No. 36:

And Whereas by a memorandum of transfer, registered No. 114, dated the thirty-first day of October, 1828, under the hand of S. G. Bonham and endorsed on the indenture of lease referred to in Schedule *B*, the said S. G. Bonham thereby made over all his right and title to the lands and hereditaments comprised in that Schedule to Isaiah Zechariah and the Reverend Padre Francisco da Silva Pinto a Maya, Sacerdote da Congregação da Missão: And by another memorandum of transfer, registered No. 131, dated the eighth day of April, 1829, and under the hands of the said Isaiah Zechariah and Francisco da Silva Pinto a Maya and endorsed on the said indenture of lease, the said Isaiah Zechariah and Francisco da Silva Pinto a Maya thereby made over all their right and title to the said lands and hereditaments to the Reverend Nicholao Rodrigues Pereira de Borja, Superior of the College of Saint José at Macao:

And Whereas by an indenture of assignment, dated the fifteenth day of July, 1845, and made between Joaquim Jozé Leite, therein called Letta, at that time residing in China, of

the one part and the Reverend Joaquim Jozé Leite, Superiore and Principal of the Cathedral of Saint José at Pekin, of the other part, after reciting the said indenture of lease and memorandum of the thirty-first day of October, 1828, it is thereby further recited that the said Isaiah Zechariah and Reverend Padre Francisco da Silva Pinto a Maya, da Congregação da Missao, by a certain other endorsement bearing date the eighth day of April, 1829, did assign, transfer and set over the lands and hereditaments comprised in Schedule *B* unto the said Joaquim Jozé Leite, Superior of the College of Saint José, and it is witnessed that the said Joaquim Jozé Leite thereby assigned the said land and hereditaments unto the said Reverend Joaquim Jozé Leite, Superior and Principal aforesaid, for the residue then unexpired of the term of years created by the indenture of lease in such Schedule mentioned:

And Whereas by a memorandum, registered No. 130, dated the eighth day of April, 1829, under the hand of the said Isaiah Zechariah and endorsed upon indenture of lease, No. 35, referred to in Schedule *C*, the said Isaiah Zechariah thereby made over all his right and title to the lands and hereditaments described in Schedule *C* and comprised in the said indenture of lease to the said Reverend Nicholao Rodrigues Pereira de Borja, Superior of the College of Saint José at Macao:

And Whereas by a memorandum, registered No. 129, dated the eighth day of April, 1829, under the hand of the said Isaiah Zechariah and endorsed on the indenture of lease, No. 12, referred to in Schedule *D*, the said Isaiah Zechariah thereby made over all his right and title to the lands and hereditaments described in Schedule *D*, and comprised in the said indenture of lease, No. 12, to the said Reverend Nicholao Rodrigues Pereira de Borja, Superior of the College of Saint José at Macao:

And Whereas the lands and hereditaments comprised in Schedule *E* were by the indenture of lease, No. 300, dated the seventh day of May, 1841, therein mentioned demised to the said Reverend Joaquim Jozé Leite as attorney for the Mission of Saint José of Pekin for the term of years therein mentioned:

And Whereas by a subsequent Ordinance of the State of Portugal, dated the twelfth day of August, 1856, in the reign of Dom Pedro V., the College of Saint José at Macao was reconstituted under the title of the Diocesan Seminary of Macao:

And Whereas by an indenture of assignment, dated the ninth day of June, 1865, made between Edward Maher Smith of the one part and the Reverend Father Manuel Lourenço de Gouvêa, of Macao, Superior of the Diocesan Seminary of Macao and trustee of the Missions, including that of Singapore, of the other part, the lands and hereditaments described in Schedule *D* and comprised in the indenture of lease, Lot No. 2 of Lease No. 1577, therein mentioned were assigned unto the said Reverend Father Manuel Lourenço de Gouvêa as such trustee as aforesaid and his successor and successors in the office of trustee as aforesaid and his and their assigns to his and their own proper use and behoof for the residue then unexpired of the term of years created by the said indenture of lease, Lot No. 2 of lease No. 1577:

And Whereas by another Ordinance of the State of Portugal, dated the twenty-first day of September, 1870, it was enacted that all the properties of the said Institutions, the Cathedral of Peking, the College of Saint José or Diocesan Seminary at Macao and the Missions of Saint José at Peking, should be held and administered by certain persons thereby nominated and constituted as a commission, under the title of "The Commission for the Administration of the Estates of the Portuguese Missions in China", viz., the Bishop of Macao for the time being, or his Vicar-General for the time being as President and 4 other persons, viz., a Canon of the See of Macao, to be appointed by the Portuguese Government or by the Bishop of Macao, the Rector of the Diocesan Seminary at Macao for the time being, an officer of the State Treasury at Macao and another officer from the Colonial Secretariat at Macao, both of which latter to be appointed by the Governor of the Colony of Macao:

And Whereas the aforesaid Reverend Nicholao Rodrigues Pereira de Borja died on the twenty-first day of March, 1845, at Macao, and the aforesaid Reverend Joaquim Jozé Leite died on the twenty-fifth day of June, 1858, at Macao, and the aforesaid Reverend Father Manuel Lourenço de

Gouvêa died on the nineteenth day of August, 1885, at Macao, but no administration has been granted to the estate of any of them in this Colony, and it is not known who are their respective legal personal representatives:

And Whereas since the said Ordinance of the twenty-first day of September, 1870, the properties of all the above-mentioned Institutions have been managed by and in the possession and occupation of the said Commission, through the medium of their agent for the time being in Singapore, under the title of “The Agent of the Commission for the Administration of the Estates of the Portuguese Missions in China at Singapore”:

And Whereas the present Agent of the aforesaid Commission is the Reverend Antonio Augusto Cardozo, and his predecessors in title to the said office of agent have since the twenty-first day of September, 1870, as such agents as aforesaid been in uninterrupted possession and receipt of the rents and profits of the lands, hereditaments, messuages and premises comprised in Schedules *A* to *E* for and on behalf of the said Commission:

And Whereas it is expedient for conveyancing purposes and for the removal of questions as to the vesting of the said properties and for the vesting of the same in the said Commission that the said Antonio Augusto Cardozo and his successors in the office of such agent as aforesaid should be incorporated:

It is hereby enacted by the Governor of the Straits Settlements, with the advice and consent of the Legislative Council thereof, as follows:

Short title.

1. This Ordinance may be cited as the Portuguese Missions Ordinance.

The Agent or Procurator of the Commission for the Administration of the Estates of the Portuguese Missions in China at Singapore to be a body corporate.

2.—(1) Antonio Augusto Cardozo, Agent at Singapore, and his successors for the time being in the office of agent at Singapore of the Commission for the Administration of the Estates of the Portuguese Missions in China, duly qualified as hereinafter provided, shall be a body corporate, hereinafter called the corporation, and shall for the purposes of this Ordinance have the name of “The Agent of the Commission for the Administration of the Estates of the Portuguese Missions in China at Singapore”, and by that name have perpetual succession and shall and may have and use a corporate seal.

(2) The said seal may from time to time be broken, changed, altered and made anew as to the corporation seems fit.

3. Subject to section 8, all the properties comprised in the Schedules are hereby vested in the corporation for the residue of the term of years under which the same are held for the use and behoof of the Portuguese Missions in China.

Vesting clause as to the properties in schedules referred to.

4. The corporation may acquire, purchase, take, hold and enjoy movable and immovable property of every description within the Colony, and sell, convey, assign, exchange, surrender, yield up, mortgage, demise, reassign, transfer or otherwise howsoever dispose of or deal with any movable or immovable property vested in the corporation upon such terms as to the corporation seems fit.

Powers of the corporation relative to the properties.

5.—(1) The corporation may sue and be sued and take all legal proceedings in any of the Courts of the Colony by the name of “The Agent of the Commission for the Administration of the Estates of the Portuguese Missions in China at Singapore”.

Powers of suing and being sued.

(2) All writs of summons, notices and legal process may be served upon the corporation by being left at the residence for the time being in Singapore of the corporation.

6.—(1) No person other than the said Antonio Augusto Cardozo shall be deemed to be duly qualified as aforesaid unless and until he has been duly appointed to fill the office of the agent of the Commission for the Administration of the Estates of the Portuguese Missions in China at Singapore by the Bishop of Macao, as President of the aforesaid Commission, by instrument in writing, and such instrument has been produced to the Minister and the same approved by him and unless and until a notification of such approval has appeared in the *Gazette*.

Qualifications of the agent before acting.
72/59.

(2) Such notification shall be sufficient evidence of the appointment and that the person named therein is duly qualified as by this Ordinance is required.

7.—(1) No deed, document or other instrument sealed with the seal of the corporation shall be deemed to be duly sealed unless such seal has been affixed in the presence of

Execution of deeds, etc.

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the said Antonio Augusto Cardozo or his attorney duly authorized by a power of attorney deposited under section 48 of the Conveyancing and Law of Property Ordinance, or in the presence of his successor for the time being in his said office of Agent of the Commission for the Administration of the Estates of the Portuguese Missions in China at Singapore, and duly qualified as aforesaid, or his attorney duly authorized as aforesaid, and unless such deed, document or other instrument is signed by the said Antonio Augusto Cardozo or his attorney as aforesaid or a successor in his said office, or the attorney of such successor authorized as aforesaid.

(2) Such signing shall be taken as sufficient evidence of the due sealing of such deed or document or other instrument.

Saving of
Crown and
other rights.

8. Nothing in this Ordinance shall affect the rights of Her Majesty, Her Heirs and Successors, or any bodies politic or corporate or of any other persons, except such as are mentioned in this Ordinance, and those claiming by, from and under them or any of the legal personal representatives of the said Isaiah Zechariah, Joaquim Jozé Leite, Liete or Letta, Nicholao Rodrigues Pereira de Borja or Manuel Lourenço de Gouvéa or any persons claiming by, through, from, or under them.

*SCHEDULE A

1. All that piece of land situated in the District of Singapore Town in the Island of Singapore bounded on the North by Grant No. on the East by on the West by Grant No. 204 and on the South by High Street, as described in the plan annexed to an Indenture of Lease No. 205, dated 25th January 1827 and made between the United Company of Merchants of England trading to the East Indies of the one part and Lieutenant Philip Jackson of the other part, containing an area of 3,036.1 square meters.

Together with the appurtenances:

Which said premises were by the said Indenture of Lease demised to the said Lieutenant Philip Jackson for the term of 999 years from the date thereof at the annual rent of \$20.

2. All that piece of land situated in the District of Singapore in the Island of Singapore bounded on the North by Grant No. 554, on the East by the Plain, on the West by Grant No. 205 and on the South by High Street, as described in the plan annexed to an Indenture of Lease No. 555, dated 12th May 1828 and made between the United Company of Merchants of England trading to the East Indies of the one part and James Clarke of the other part, containing an area of 2,428.1 square meters.

*All the lands in Schedule A have been acquired by Government.

SCHEDULE A — *continued.*

Together with the appurtenances:

Which said premises were by the said Indenture of Lease demised to the said James Clarke for the term of 999 years from the date thereof at the annual rent of \$27.

3. All that piece of land situated in the District of Singapore Town in the Island of Singapore bounded on the North by Grant No. 2 of Original Grant No. 554, on the East by _____ on the West by Grant No. 204 and on the South by Grants Nos. 205 and 555, as described in the plan annexed to an Indenture of Lease No. 1 of Original Grant No. 554, dated 10th August 1831 and made between the United Company of Merchants of England trading to the East Indies of the one part and James Clarke of the other part, containing an area of 1,412.5 square meters.

Together with the appurtenances:

Which said premises were by the said Indenture of Lease demised unto the said James Clarke for the term of 999 years from the date thereof at the annual rent of \$15.50.

*SCHEDULE B

4. All that piece of land situated in the District of Singapore Town in the Island of Singapore bounded on the North by North Bridge Road, on the East by Grant No. 207, on the West by Grant No. 209 and on the South by Beach Road, as described in the plan annexed to an Indenture of Lease, No. 208, dated 25th January 1827 made between the United Company of Merchants of England trading to the East Indies of the one part and S. G. Bonham of the other part, and containing 8,039.6 square meters.

Together with the appurtenances:

Which said premises were by the said Indenture of Lease demised to the said S. G. Bonham for the term of 999 years from the date thereon at the annual rent of \$30.

SCHEDULE C

5. All that piece of land situated in the District of Singapore Town in the Island of Singapore bounded on the North by Grant No. 35, on the East by Commercial Square, on the West by Grant No. 45 and on the South by Grant No. 33, as described in the plan annexed to an Indenture of Lease No. 34, dated 20th April 1826 and made between the United Company of Merchants of England trading to the East Indies of the one part and Lim Si Ong of the other part, and containing 700.3 square meters.

Together with the appurtenances:

Which said premises were by the said Indenture of Lease demised to the said Lim Si Ong for the term of 999 years from the date thereof at the annual rent of \$14.50.

*Some of the property in Schedule B has been acquired by the Municipality.

SCHEDULE C — *continued.*

6. All that piece of land situated in the District of Singapore Town in the Island of Singapore bounded on the North by Grant No. 36, on the East by Commercial Square, on the West by Grant No. 44 and on the South by Grant No. 34 as described in the plan annexed to an Indenture of Lease No. 35, dated 20th April 1826 and made between the United Company of Merchants of England trading to the East Indies of the one part and A. Farquhar of the other part, and containing 696.8 square meters.

Together with the appurtenances:

Which said premises were by the said Indenture of Lease demised to the said A. Farquhar for the term of 999 years from the date thereof at the annual rent of \$14.50.

7. All that piece of land situated in the District of Singapore Town in the Island of Singapore bounded on the North by Grant No. 37, on the East by Commercial Square, on the West by Grant No. 43 and on the South by Grant No. 35, as described in the plan annexed to an Indenture of Lease No. 36, dated 20th April 1826 and made between the United Company of Merchants of England trading to the East Indies of the one part and Chin Seng of the other part, and containing 696.8 square meters.

Together with the appurtenances:

Which said premises were by the said Indenture of Lease demised to the said Chin Seng for the term of 999 years from the date thereof at the annual rent of \$14.50.

SCHEDULE D

8. All that piece of land situated in the District of Singapore Town in the Island of Singapore bounded on the North by Grant No. 11, on the East by the Sea, on the West by Commercial Square and on the South by Grant No. 13, as described in the plan annexed to an Indenture of Lease No. 12, dated 20th April 1826 and made between the United Company of Merchants of England trading to the East Indies of the one part and Samuel Milton of the other part, containing 2,739.5 square meters.

Together with the appurtenances:

Which said premises were by the said Indenture of Lease demised to the said Samuel Milton for the term of 999 years from the date thereof at the annual rent of \$80.

9. All that piece of land situated in the District of Singapore Town in the Island of Singapore bounded on the North by Lease No. 11 and Lease No. 1578, on the South by Lease No. 13 and Lease No. 1576, on the East by Lot No. 1 of Lease No. 1577 and on the West by Lease No. 12, as described in the plan annexed to an Indenture of Lease Lot No. 2 of Lease No. 1577, dated 3rd March 1865 and made between the Secretary of State for India in Council for and on behalf of Her late Majesty Queen Victoria of the one part and Edward Maher Smith of the other part, and containing an area of 955.8 square meters.

SCHEDULE D — *continued.*

Together with the appurtenances:

Which said premises were by the said Indenture of Lease demised to the said Edward Maher Smith for the term of 999 years from the day of the date of the original Lease No. 1577 dated 5th November 1862 at the annual rent of \$28.

SCHEDULE E

10. All that piece of land situated in the District of Singapore Town in the Island of Singapore bounded on the East by Grant No. 299, on the West by New Bridge Road, on the North by High Street and on the South by Public Wharf along the Singapore River, as described in the plan annexed to an Indenture of Lease No. 300, dated 7th May 1841 and made between the United Company of Merchants of England trading to the East Indies of the one part and the Reverend Joaquim Jozé Liete as attorney for the Mission of Saint José of Pekin of the other part, and containing an area of 4,476.8 square meters.

Together with the appurtenances:

Which said premises were by the said Indenture of Lease demised to the said Joaquim Jozé Liete for the term of 999 years from the 11th June 1827 at the annual rent of \$28.37.