



THE STATUTES OF THE REPUBLIC OF SINGAPORE

PORTUGUESE MISSIONS ORDINANCE 1910

2020 REVISED EDITION

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Portuguese Missions Ordinance 1910

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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 at Singapore.

[8 April 1910]

Whereas an institution, known as the Cathedral of Pekin, 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 Pekin until the date of the Ordinance next hereinafter named:

And whereas another institution, known as the Mission of St. José at Pekin, 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 13 February 1800, the property of the Cathedral of Pekin and of the College of St. José at Macao and that of the Mission of St. José at Pekin 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 14 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 Pekin, of the other part, the lands and hereditaments comprised in the First Schedule 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 Pekin, 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 the First Schedule:

And whereas by an indenture of assignment registered No. 116, dated 11 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 Pekin, of the other part, the land and hereditaments described in the Third Schedule 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 13 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 the Third Schedule 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 31 October 1828, under the hand of S. G. Bonham and endorsed on the indenture of lease referred to in the Second Schedule, 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 Missao: And by another memorandum of transfer registered No. 131 dated 8 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 15 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 31 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 8 April 1829, did assign, transfer and set over the lands and hereditaments comprised in the Second Schedule 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 8 April 1829, under the hand of the said Isaiah Zechariah and endorsed upon indenture of lease No. 35 referred to in the Third Schedule, the said Isaiah Zechariah thereby made over all his right and title to the lands and hereditaments described in the Third Schedule 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 8 April 1829, under the hand of the said Isaiah Zechariah and endorsed on the indenture of lease No. 12 referred to in the Fourth Schedule, the said Isaiah Zechariah thereby made over all his right and title to the lands and hereditaments described in the Fourth Schedule, 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 the Fifth Schedule were by the indenture of lease No. 300, dated 7 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 12 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 9 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 the Fourth Schedule 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 21 September 1870, it was enacted that all the properties of the said institutions, the Cathedral of Pekin, the College of Saint José or Diocesan Seminary at Macao and the Missions of Saint José at Pekin, 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 21 March 1845, at Macao, and the aforesaid Reverend Joaquim Jozé Leite died on 25 June 1858, at Macao, and the aforesaid Reverend Father Manuel Lourenço de Gouvêa died on 19 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 21 September 1870 the properties of all the abovementioned 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 21 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 the 5 Schedules hereto 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 1910.

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.

Vesting clause as to properties in Schedules referred to

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.

Powers of the Corporation relative to properties

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, re-assign, 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 seem fit.

Powers of suing and being sued

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”.

(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.

Qualifications of the Agent before acting

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*.

(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.

Execution of deeds, etc.

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 the said Antonio Augusto Cardozo or his attorney duly authorised by a power of attorney deposited under section 48 of the Conveyancing and Law of Property Act 1886, 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 authorised 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 authorised 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 Government and other rights

8. Nothing in this Ordinance shall affect the rights of the Government, 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 Gouvêa or any persons claiming by, through, from, or under them.

[7/97]

FIRST SCHEDULE

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 25 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 m².

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 12 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 m².

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 10 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 m².

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.

SECOND SCHEDULE

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 25 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 m².

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.

THIRD SCHEDULE

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 20 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 m².

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.

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 20 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 m².

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.

THIRD SCHEDULE — *continued*

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 20 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 m².

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.

FOURTH SCHEDULE

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 20 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 m².

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 3 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 m².

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 5 November 1862 at the annual rent of \$28.

FIFTH SCHEDULE

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 7 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 m².

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 11 June 1827 at the annual rent of \$28.37.

LEGISLATIVE HISTORY
PORTUGUESE MISSIONS
ORDINANCE 1910

This Legislative History is a service provided by the Law Revision Commission on a best-efforts basis. It is not part of the Act.

1. Ordinance II of 1910 — The Portuguese Missions at Singapore Incorporation Ordinance 1910

Bill	:	G.N. No. 1034/1909
First Reading	:	8 October 1909
Second Reading	:	18 October 1909
Select Committee Report	:	Council Paper No. 17 of 1910
Notice of Amendments	:	11 March 1910
Third Reading	:	18 March 1910
Commencement	:	31 March 1910 (assent) 8 April 1910 (publication)

2. 1920 Revised Edition — Ordinance No. 195 (Portuguese Missions)

Operation	:	28 November 1921
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3. 1926 Revised Edition — Ordinance No. 228 (Portuguese Missions)

Operation	:	1 August 1926
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4. 1936 Revised Edition — Portuguese Missions Ordinance (Chapter 251)

Operation	:	1 September 1936
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5. 1955 Revised Edition — Portuguese Missions Ordinance (Chapter 308)

Operation	:	1 July 1956
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6. Ordinance 72 of 1959 — Transfer of Powers (No. 2) Ordinance, 1959
(Amendments made by section 2 read with the First Schedule to the above Ordinance)

Bill	:	31/1959
First Reading	:	22 September 1959
Second Reading	:	11 November 1959
Notice of Amendments	:	11 November 1959
Third Reading	:	11 November 1959

Commencement : 20 November 1959 (section 2 read with the First Schedule)

7. G.N. No. S 219/1985 — Metrication (Portuguese Missions Ordinance) Order 1985

Commencement : 23 August 1985

8. 1985 Revised Edition — Portuguese Missions Ordinance (Chapter 371)

Operation : 30 March 1987

9. Act 7 of 1997 — Statutes (Miscellaneous Amendments) Act 1997

(Amendments made by section 6 read with item (27) of the First Schedule to the above Act)

Bill : 6/1997

First Reading : 11 July 1997

Second and Third Readings : 25 August 1997

Commencement : 1 October 1997 (section 6 read with item (27) of the First Schedule)

Abbreviations

C.P.	Council Paper
G.N. No. S (N.S.)	Government Notification Number Singapore (New Series)
G.N. No.	Government Notification Number
G.N. No. S	Government Notification Number Singapore
G.N. Sp. No. S	Government Notification Special Number Singapore
L.A.	Legislative Assembly
L.N.	Legal Notification (Federal/Malaysian Subsidiary Legislation)
M. Act	Malayan Act/Malaysia Act
M. Ordinance	Malayan Ordinance
Parl.	Parliament
S.S.G.G. (E) No.	Straits Settlements Government Gazette (Extraordinary) Number
S.S.G.G. No.	Straits Settlements Government Gazette Number

COMPARATIVE TABLE
PORTUGUESE MISSIONS
ORDINANCE 1910

This Act has undergone renumbering in the 2020 Revised Edition. This Comparative Table is provided to help readers locate the corresponding provisions in the last Revised Edition.

2020 Ed.	1985 Ed.
FIRST SCHEDULE	SCHEDULE A
SECOND SCHEDULE	SCHEDULE B
THIRD SCHEDULE	SCHEDULE C
FOURTH SCHEDULE	SCHEDULE D
FIFTH SCHEDULE	SCHEDULE E