

15

MINUTE OF AGREEMENT

Governors of Madras College St. Andrews

and

Education Authority of County of Fife

At Edinburgh the First day of August One thousand nine hundred and twenty eight the Deed hereinafter engrossed was presented for registration in the Books of the Lords of Council and Session for preservation and execution and is registered in the said Books as follows:-

Minute of Agreement between the Governors of The Madras College, St. Andrews incorporated under the scheme for the Administration of the Endowments of said College approved of by Her Late Majesty Queen Victoria in Council on Third May Eighteen hundred and eighty eight altered by the Court of Session on Eighteenth July Nineteen hundred and twenty eight OF THE FIRST PART, and the Education Authority of the County of Fife incorporated under the Education (Scotland) Act 1918 OF THE SECOND PART.

ARTICLE FIRST

The Parties of the First Part who form the Governing Body of the Madras College St. Andrews, as authorized by the said Scheme as altered by the Court of Session as above mentioned and by meetings of the said Governors agree to transfer to the Parties of the Second Part the management of the Madras College St. Andrews, including the Primary and Secondary or Intermediate departments and the whole school buildings including the two Masters' houses and Janitor's House together with the ground connected with the said school and the furniture and equipment thereof so far as belonging to the Governors, and the said Education Authority agree to receive the same and that on the following terms and conditions which the parties hereto bind and oblige themselves and their successors to implement and fulfil in every respect, videlicet:-

- 1 Subject to the provisions of this Agreement the governors will demit office as at the date of Transfer and the whole Endowments administered by, them exclusive of the School buildings and Masters' and Janitor's houses, shall be vested as at that date in a Body of Trustees (hereinafter referred to as "The Trustees of the Madras College Endowment" or "The Trustees") all as more fully provided in Article Second hereof.
- 2 The Education Authority shall manage the School as a Secondary School and may make provision for Advanced Division or other special courses therein, and they may also make provision for the teaching of instrumental music therein (which shall be self supporting).
- 3 The Education Authority shall with the consent of the Scottish Education Department continue the Lower or Preparatory Department (hereinafter referred to as "The Primary School") within the Madras College as a fee paying School, and same shall be self supporting to an extent to be mutually arranged from time to time between the Trustees and the Education Authority provided that the Education Authority may with consent of the Scottish Education Department and the Trustees abolish fees in the said School or discontinue said School; but in the event of the number of pupils enrolled in the Primary School falling below sixty in each of two succeeding sessions the Education Authority with the consent only of the Scottish Education Department may discontinue said School. Any dispute hereunder

between the Trustees and the Education Authority shall be regarded as a question for disposal under Article Third of this Agreement.

- 4 The School shall retain the of the name of The Madras College.
- 5 The Trustees shall elect their own Clerk and Treasurer and his remuneration shall be paid out of Income from the Endowment.
- 6 The present Secretaries to the Governors shall be compensated for loss of office - in so far as they may suffer any loss - in accordance with the scale for compensation lay down the Clerks to School Boards in the fourth schedule of the Education (Scotland) Act 1918. Such compensation shall be met out of the Income from the Endowment.
- 7 The relative Status and remuneration of the Headmaster and Teachers in the employment of the Governors as at the date of this Agreement coming into operation shall not be prejudiced or adversely affected by reason of the terms of said Agreement. Any remuneration payable to the present Headmaster or Teachers which in terms of the Agreement with them is in excess of the Scale of Salaries laid down by the said Education Authority shall be met by the Education Authority from their own sources of revenue. All Masters' children shall be entitled to free education at the College as heretofore, provided such children reach the standard of merit required by the regulations of the Education Authority in force at the time for Authority Bursars.
- 8 In respect that there will be handed over to the education authority Madras House East occupied by the Headmaster and Madras House West occupied by the First Master, the following provisions shall, without prejudice to all privileges enjoyed by the present occupiers of same, apply with reference to their successors as occupiers thereof, videlicet:-
  - (a) For the purpose of calculating the salary payable to the Headmaster as occupier of Madras House East and to the Master occupying Madras House West the following rentals are hereby agreed to - Madras House East Thirty six pounds - Madras House West Twenty Five Pounds, and that notwithstanding any assessed rental of said Houses
  - (b) The occupiers of the said houses shall be entitled to keep Boarders who are pupils of the Madras College, but they shall not be entitled to sublet said houses except with the consent of the Education Authority.
- 9 Pupils desirous of entering the Secondary Department of the School whose parents or guardians are not resident in the County of Fife shall if otherwise eligible be admitted on paying such fees as shall cover the full cost of their education, so far as such cost falls upon the rates of the County of Fife.
- 10 The direct management of the School shall be committed to a Committee of management appointed and constituted in accordance with paragraph 18 hereof.
- 11 The books of the College shall be brought to a close and transferred to the Education Authority and to the Trustees of the Madras College Endowment respectively shall be effected on Thirtieth July Nineteen Hundred and twenty eight. The Trustees shall accept liability as Trustees aforesaid for the deficit on the College Accounts as at that date, provided always that the Education Authority shall pay to the Governors or Trustees for the year ending on that date the usual contribution under section 9 (2) of the Education (Scotland) Act 1918, and a contribution for the same period of no less than Eight hundred pounds under Section 9 (1) of said Act if recoverable out of the Education (Scotland) Fund or otherwise not charged to the education rates of the County of Fife and provided further that any grant that may be received by the Education Authority under the Miscellaneous Grants Regulations or otherwise in respect of the College for the period prior to the date of transfer shall be paid over by them to the Governors or Trustees. The Trustees shall be entitled to extinguish said deficit by payments from the annual revenue derived from the Endowment as they see fit.

- 12 Subject to the provisions of this Agreement the Education Authority shall relieve the Governors and the Trustees of the whole obligations under the Scheme and of the whole liabilities in connection therewith, including obligations and liabilities entered into or incurred by the Governors prior to thirtieth July Nineteen hundred and twenty eight but excepting always obligations and liabilities of the Governor connected with the administration of the Endowments which shall be taken over by the Trustees. Without prejudice to the foregoing generality the Education Authority shall relieve the Governors of all obligations as Tenants of the Sports Field subleased from John M Rodger, Balgove.
- 13 The Madras Gold Medal, The Tullis Prize and The Sir William Robertson Prize, the cost of which shall be met out of the Endowment, shall continue to be presented annually as heretofore under conditions similar to those at present obtaining and a record of the names of the winners of the Madras Gold Medal shall be kept up to date and continue to be placed in a conspicuous position in the School.
- 14 The Education Authority shall be bound to award all other Medals or Special Prizes at present gifted to the School so long as these are continued and that upon the terms and conditions laid down with reference to the same.
- 15 The Trustees shall be entitled to take under their charge any Endowments which may hereafter be handed over to them for the award of Medals or Prizes in the College, and the Education Authority shall award the same on the terms and conditions laid down with a reference thereto.
- 16 The portrait of Doctor Andrew Bell of Egmore, the original founder of the School, shall be kept in good order by the Education Authority and be placed in a conspicuous position in the School.
- 17 Subject to meeting of the expenses of administering the Endowment and meeting the other charges against the same mentioned in this Agreement the net annual Income from Endowment shall be appropriated so far as practicable in the following manner:-
  - (a) One hundred pounds annually towards any purposes which are for the general benefit of the College including (1) such additional provision, maintenance and equipment for athletics in connection with the College as the Authority do not provide out of the education rate, (2) the equipment and maintenance of a library for the College in addition to books supplied under any library scheme of the Authority, and (3) the provision of prizes in the College; any part of said sum of One hundred pounds not expended in any year shall be carried forward and be available for disbursement under this subsection in either the following year or in subsequent years, but declaring that in the event of sums in the hands of the Trustees which have been carried forward under this provision reaching Three hundred pounds, Two hundred pounds thereof shall become available for application as authorized by paragraph (c) of this section.
  - (b) Three hundred pounds annually towards the provision of three Bursaries of the annual value of Fifty pounds each tenable in the fifth and six years of the Secondary Course at the Madras College, which Bursaries shall be open to Fourth Year Pupils in any recognised Secondary School in the County of Fife and shall be awarded upon the result of such competitive examinations as the Trustees shall prescribe.
  - (c) Seven hundred and four pounds annually towards the provision of (1) one Bursary of the annual value of One hundred pounds and (2) one Bursary of the annual value of Seventy six pounds which Bursaries shall be awarded annually upon the results of the St. Andrews University Entrance Bursary Competition and shall be tenable at the University of St. Andrews for a period of four years for a course of study in such subjects or subjects as the Trustees may in each year approve for each Bursary awarded provided that in the case of a Medical Student it may be held for the third

and fourth years and the Medical School of the University of St. Andrews in Dundee; and declaring that the said Bursaries shall be awarded to pupils who have attended the Madras College for at least two Sessions if candidates of sufficient merit are available, whom failing to candidates of sufficient merit who reside, or who attend the Schools within such limited area near St. Andrews as the Trustees may from time to time prescribe, whom failing to any competitor of sufficient merit resident in the County of Fife.

- (d) Notwithstanding the provisions or before written any relations in blood of Doctor Andrew Bell the Founder of the College who has passed the University Preliminary Examination or its equivalent shall be entitled to hold said Bursary of One hundred pounds available in any year on such terms and conditions as if the same had been won by him or her in competitive examination provided he or she makes timeous application for the same; Declaring further that in the event of there being applications in any year by more than one relation in blood the Trustees shall be the sole judges as to which applicant shall be awarded said Bursary.
- (e) Subject to the provisions of paragraph (a) of this section the Balance of nett revenue in any year (including any part of the as aforesaid several sums specified in paragraph (b), (c) and (d) above, which shall remain unspent and has not been applied in meeting any of the other charges upon the Endowment specified in this Agreement, and also including income from capitalized funds as after provided) may be applied by the Trustees for any one or more of the following purposes, videlicet:- It may be (1) accumulated and carried forward to meet revenue expenditure in a subsequent year or years, (2) capitalized, or (3) applied in increasing the amount of the Bursaries before provided for, or in creating new Bursaries or in awarding a lapsed Bursary to a another candidate or in making a grant in lieu of a lapsed Bursary.

Provided always (First) that the Trustees shall be entitled to supplement the conditions herein lay down with reference to said Bursaries (including prescribing conditions as to forfeiture of same) or the application of the Revenue in any year, provided that such conditions are not at variance with or in prejudiced of the provisions hereof, (Second) that the Trustees shall be entitled to exclude any competitor from holding a Bursary if in their opinion he or she has not reached a sufficient standard in of the competition or is otherwise not suitable all eligible, (Third) that any decision of the Trustees in virtue of these presents or as to the meaning or application of any supplementary conditions laid down by them as aforesaid shall be final and not subject to review, (Fourth) that paragraphs (c) and (d) of this section shall not begin to operate earlier than one year after the date of transfer and until the terms of said paragraphs come into operation the trustees shall continue to award the University Bursary of Twenty pounds on the same terms as heretofore, and (Fifth) in the event of the net income from the Endowment proving insufficient in any one year for the purposes specified in this agreement the Trustees may make such proportionate reduction in the amount of each Bursary as they think expedient either in the that year or in the subsequent year or years.

- 18 The Committee of Management for the Madras College shall be elected as soon as practicable after the transfer of the School and shall hold office until the expiry of the term of office of the present Education Authority. It shall be reconstituted as soon as practicable after each fresh election of the Education Authority. Subject to modification under the provisions of paragraph (2) of the Third schedule of the Education (Scotland) Act 1918 it shall be composed of:-
- (a) Three to be elected by the Education Authority.

- (b) Two to be elected by the Trustees of the Madras College Endowment.
- (c) One have to be elected by the Parents of children attending the Madras College; one to be elected by the Teachers of the Madras College from amongst their own number; one to be elected by the Town Council of St. Andrews and one to be elected by the Parish Council of the Parish of St. Andrew's and St. Leonards.

All representatives with the exception of the representatives of the Teachers may be elected by the several electing bodies either out of their own number or otherwise. In of the case of the first elections the Clerk to the Authority shall notify the electing bodies and in the case of subsequent elections the Clerk to the Committee. The provisions of the Education (Scotland) Act 1918 and any subsequent enactments insofar as are not inconsistent with the terms of this Agreement of any scheme of the Education Authority relating to the constitution of School Management Committees under Section 3 (2) of the said Act of 1918 as amended by Section 3 of the Education (Scotland) Act 1925 shall apply to the Committee of Management for the Madras College.

- 19 Subjected to the provisions of this Agreement the appointment, transfer, dismissal and remuneration of Teachers or other School Officials shall be vested in of the Education Authority.
- 20 The Committee of Management before-mentioned shall have the same powers and duties in regard to the Madras College as are from time to time delegated by the Education Authority to other School Management Committees constituted in pursuance of section 3 (2) of the Education (Scotland) Act 1918 as amended by Section 3 of the Education (Scotland) Act 1925.
- 21 The Bursaries provided for in this Agreement shall be entirely independent of and without taking into consideration any other bursaries or Bursary schemes of the Education Authority.
- 22 The Titles of the Governors to the School Buildings and Ground and other heritable subjects to be conveyed shall be accepted as they stand and no Searches shall be furnished.
- 23 The whole expense is of and incidental to the transfer shall be borne equally out of the capital of the Endowment and by the Education Authority.

## ARTICLE SECOND

- 1 The trustees of the Madras College Endowment shall consist of a Board of seven members who shall be elected as follows:-
  - One shall be elected by the Presbytery of the Church of Scotland, St. Andrews.
  - One and shall be elected by the University Court of the University of St. Andrews.
  - One shall be elected by the Senatus of the University of St. Andrews.
  - One shall be elected by of the Town Council of St. Andrews.
  - Two shall be elected by the Education Authority.
  - One shall be elected by the School Mmanagement Committee out of their own number.
- 2 Subject to the provisions before written with reference to the transfer to the Education Authority of the management of the College and the School Buildings and others, - the whole rights, funds and estates, heritable and moveable, belonging to the Endowment, or vested in the present Governing Body thereof, shall be transferred to and vested in the Trustees of the Madras College Endowment as at said Thirtieth day of July Nineteen hundred and twenty eight. The Trustees shall likewise be surrogated and substituted for the present governing body as parties to this Agreement, and the Trustees shall have all the rights of enforcement competent to the said governing body as parties to the Agreement accordingly.
- 3 The following provisions shall apply with reference to the Board of Trustees videlicet:-

- (a) The Trustees elected by the Presbytery, the University Court, the Senatus, the Town Council and the Education Authority may be elected by the several electing bodies either out of their own number or otherwise.
- (b) The Trustees elected by the Education Authority and the School Management Committee shall hold office until a fresh election of the Education Authority and the Trustees elected by the Presbytery, the University Court, the Senatus and the Town Council shall in all cases of be elected and shall hold office for a period of five years.
- (c) Each election shall be made at a meeting convened and conducted according to the ordinary rules and practice of the electing body.
- (d) Any Trustee may be re-elected.
- (e) The Trustees shall be elected as soon as conveniently may be after the execution of this Agreement.
- (f) The Clerk or other Officer of the Trustees shall at least one month before the expiry of the term of office of any Trustee give notice to the proper electing Body and the electing body shall, as soon as conveniently may be after such notice, elect a Trustee to hold office and from the expiry of said term. Any election not made as aforesaid within four months from the said thirtieth day of July Nineteen hundred and twenty eight or from the date of the notice of expiry of a term of office, or from the date of the notice of a vacancy, as hereinafter prescribed, shall in that case be made by the then existing Trustees.
- (g) Any Trustee who shall intimate in writing his resignation of office, or shall become bankrupt or incapacitated to act, or shall without reasonable cause omit to attend three successive meetings of the Trustees shall thereupon be held to have vacated office. Every vacancy whether occasioned by any of the said causes or by death shall be entered in the minutes and as soon as may be after the occurrence of such vacancy, a new Trustee shall be elected by the body entitled as aforesaid to make such election who shall hold office only until the expiry of the term of office of the Trustee in place of whom he has been elected. Notice of the occurrence of every vacancy of the office of Trustee shall be given by the clerk or officer of the Board as soon as conveniently may be to the proper electing body.

4 The Trustees shall hold at least one ordinary meeting in the year at such places and times as they may from time to time determine. Notice of every meeting shall be delivered or sent by post to each Trustee by the Clerk or officer of the Trustees at least four days or such other time before the meeting as the Trustees may appoint.

5 The Chairman or any two of the Trustees may for any cause, which seems to him or them of sufficient, require the Clerk or other Officer of the Trustees at any time to summon a special meeting by a notice in writing delivered or sent by post to the Trustees which shall specify the business to be brought before the meeting; provided always that if such meeting be summoned at shorter notice than that required for an ordinary meeting any resolution or motion carried thereat shall not take effect unless it is voted for by two-thirds of the Trustees then in office or affirmed by a subsequent meeting held not less than seven days thereafter.

6 At all meetings of the Trustees three shall be a quorum. All questions shall be determined by a majority of those present. The Chairman of any meeting shall have a second or casting vote in addition to his deliberative vote.

7 The Trustees shall appoint a Chairman and a Vice-Chairman at the first ordinary meeting of the year or at an ordinary meeting held at such period of the year as they may from time to time determine. They shall make such regulations as they think fit for supplying their places

in the case of their absence. The Chairman and Vice-Chairman shall hold office for a year and shall be eligible for re-election.

- 8 If at any time appointed for a meeting a sufficient number of Trustees to form a quorum be not present or if the business at any meeting be not completed, the Trustees present may adjourn the meeting to such date or time as they may fix, of which notice shall be given in such manner as the Trustees may from time to time appoint.
- 9 All deeds or other writings sealed by the corporate seal and signed by two of the Trustees and their Secretary or Clerk shall be held to be validly executed on behalf of the Trustees.
- 10 A minute book shall be kept by the Trustees and minutes of all proceedings of the Trustees shall be entered therein, including resolutions authorising writings or deeds to be executed on behalf of the Trustees.
- 11 The Trustees may from time to time appoint a Committee or Committees of their own number for executing any of the purposes under this Agreement but no such Committee shall consist of less than three members. The quorum of Committees and the mode of conducting business at Committee meetings shall be regulated by bye-laws to be made by the Trustees.
- 12 The Trustees shall cause full accounts to be kept of the capital, income and expenditure invested in, received or expended by them in terms of this Agreement in such form and manner as the Scottish Education Department shall from time to time prescribe. Such accounts shall be kept for each year from the First of January to the Thirty-first of December, or from and to such other dates as the Trustees, with the consent of the Scottish Education Department, may from time to time determine, and after the same have been examined and passed by the Trustees an abstract thereof, in such form as the Scottish Education Department shall from time to time prescribe, shall be transmitted to the Scottish Education Department.
- 13 The Trustees may from time to time make such arrangements as may appear to them fit for the custody of all deeds and other documents belonging to them, for deposit of money, for drawing cheques, and also for the appointment of the Secretary, Clerk or Factor or other proper officer to assist them in the conduct of their business at such reasonable salaries or scales of remuneration as they may determine, but no Trustee acting as such Secretary, Clerk or Factor or other officer shall be entitled to any remuneration whatever except reasonable travelling expenses when these are incurred in the service of the Trustees. All officers in the employment of the Trustees shall hold their office at the pleasure of the Trustees, and shall be remunerated out of the income from the Endowment.
- 14 Any money arising from the sale of timber, or from mines or minerals on the estates of the Trustees or any other source, which is temporary or occasional, shall be invested by the Trustees and form part of the capital fund of the Endowment.
- 15 The Trustees shall have power to feu or lease the land or estates belonging to them at a fair rent or feu duty, or to sell and convey the same either by public roup or by private bargain, provided that the sale be authorized by a resolution passed at a special meeting and affirmed by not less than two-thirds of the Trustees for the time being. They shall have power to sell and release all stocks, mortgages and other property belonging to them and to discharge all securities. They shall invest the money obtained by such sales or discharges except in so far as the same may be required for the extinction of debt.
- 16 The Trustees shall have the powers of investment conferred on Trustees by the Trusts (Scotland) Act 1921.
- 17 The accounts of the Trustees shall be audited in such manner as the Scottish Education Department may from time to time prescribe and, in addition, the Trustees shall have

power to employ an independent auditor or auditors to audit their accounts. The cost of such order shall be paid out of the funds of the Endowment.

- 18 Within four months from the date of this Agreement a meeting of the Trustees shall be held and on the summons of the Clerk to the present governing body. At this meeting and they shall make arrangements for the conduct of business and shall elect a Chairman and the Vice-Chairman but they shall not at this or any subsequent meeting transact any business that is not necessary for the immediate administration of the Endowment until the whole of the Trustees to be elected in terms of this agreement have been appointed.
- 19 The present governing body shall continue to exercise all necessary acts of administration relative to the Endowment, and shall have all powers necessary therefor until the first meeting of Trustees is held as provided for in this Agreement, and they shall from and after that meeting, or at such time not exceeding six months therefrom as the trustees may appoint, wholly cease to exercise any right or power of administration over the Endowment and shall cause to be transferred to the Trustees in such manner as they may direct all the books, deeds and papers, and all cash balances and moveables so belonging to the Endowment.
- 20 Except as provided under this Agreement, the Trustees for the time being, if a quorum is formed, may act for all the purposes of this Agreement, although the Governing Body as hereinbefore is constituted, is not complete.
- 21 The Trustees shall have power to grant a full and final discharge to the present Governing Body of the Endowment and to the individual members thereof from all claims competent against them in respect of the said Endowment on a satisfactory audit of the accounts of the said Endowment and on compliance with the provisions of Section 11 of Article First hereof, shall be bound, if required, to grant such discharge on fulfilment of the said conditions.
- 22 Subject to the provisions of this Agreement, the Trustees shall relieve the present Governing Body of the whole obligations and liabilities undertaken by them in connection with the administration of the Endowment taken over by the Trustees.

### ARTICLE THIRD

All questions arising as to the interpretation of this agreement and also the execution thereof shall be referred to the Dean of the Faculty of Advocates whom failing to an Arbiter to be nominated by the Sheriff of Fife. In either case the decision shall be final and not subject to review.

### ARTICLE FOURTH

Both Parties oblige themselves and their successors in office to implement their respective parts of this Agreement and both parties consent to registration hereof for preservation and execution: IN WITNESS WHEREOF these presents typewritten on this and the fourteen preceding pages are executed by the parties hereto as follows, videlicet:-. They are subscribed by Andrew Aikman, and the Very Reverend George Galloway, Doctor of Divinity, two of the said Governors, and by Charles Lindsay Playfair Grace, Writer to the Signet, Joint Secretary to the said Governors, on behalf all and as authorized by the said Governors, all at St. Andrews upon the Twenty-fifth day of July in the year Nineteen hundred and twenty eight (the common seal of the said governors are being at the same time affixed hereto) before these witnesses Charles Lang Hampton, Solicitor, and John William Grieve, Law Clerk, both of Number Eighty three Market Street, St. Andrews; and they are also subscribed for in name and on behalf of the said Education Authority by the Reverend William Andrew Hutchinson, Chairman, Joseph Westwood, Member, and William Clark, Clerk and

Treasurer of the said Authority, duly authorized (the Common or Corporate Seal of the said Education Authority be at the same time affixed hereto) all at a Meeting of the said Education Authority duly convened and held at Kirkcaldy on the Thirtieth day of the said month of July and year last mentioned before these witnesses Gregor MacGregor, Director of Education to the said Education Authority, and Hector Donald Crawford, Assistant Clerk and Treasurer to the said Education Authority. (Signed) Andrew Aikman Governor George Galloway, Governor O.L.P. Grace Joint Secretary (L.S.), W. Andrew Hutchison, Chairman J. Westwood, Member W. Clark Clerk and Treasurer (L.S.) Chas. L. Hampton, Witness J.W. Grieve, Witness G. MacGregor Witness H.D. Crawford, Witness .....

And the said Lords grant Warrant for all lawful execution hereon .....

Typewritten by Mary P MSmith  
Collated by A. Macintyre

16 ASSUMPTION

At EDINBURGH the First day of August One