

# STATES OF JERSEY



## **DRAFT FORMER LA MOTTE STREET SCHOOL (VALIDATION AND ABROGATION OF COVENANTS) (JERSEY) LAW 201-**

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**Lodged au Greffe on 17th February 2016  
by the Minister for Infrastructure**

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**STATES GREFFE**





Jersey

**DRAFT FORMER LA MOTTE STREET SCHOOL  
(VALIDATION AND ABROGATION OF  
COVENANTS) (JERSEY) LAW 201-**

**European Convention on Human Rights**

In accordance with the provisions of Article 16 of the Human Rights (Jersey) Law 2000, the Minister for Infrastructure has made the following statement –

In the view of the Minister for Infrastructure, the provisions of the Draft Former La Motte Street School (Validation and Abrogation of Covenants) (Jersey) Law 201- are compatible with the Convention Rights.

Signed: **Deputy E.J. Noel of St. Lawrence**

*Minister for Infrastructure*

Dated: 15th February 2016

## REPORT

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### Introduction

The purpose of the Law is to validate the use of land formerly known as the La Motte Street School (“the Land”) and to abrogate certain restrictive covenants attaching to that land, and for connected purposes.

### Background

Reference is made to the previous decision, MD-PH-2015-0064, dated 8th June 2015 and the associated report dated 2nd June 2015 (“SD2”) concerning a decision to instruct the Law Draftsman, in consultation with the Law Officers’ Department, to prepare a draft Law to abrogate covenants attached to the Land.

There were 2 existing covenants contained within the contract by which the Public of the Island acquired the former La Motte Street School from the Parish of St. Helier on 25th September 1964. The covenants in effect require that the buildings and site on which they stand should be used in perpetuity for the religious instruction and education of infants and primary school aged children. The effect of abrogation would mean that the Public of the Island would be able to use, sell or lease the former La Motte Street School free from those covenants. In addition, the Law declares that the site has been lawfully used by the Public of the Island for purposes other than those required by the covenants.

The 2 covenants are set out thus –

1. *“; que ladite maison, salle d’école, édifices, cours, terrains et appartenances maintenant vendus seront employés à l’avenir à fin d’héritage pour l’usage exclusive d’une école ou écoles pour l’éducation des enfants des pauvres et pour nul autre objet et que lesdites prémisses seront disposées et administrées de manière à pouvoir fournir les soins et l’instruction religieuse à au moins cent cinquante enfants de l’âge de dix-huit mois à l’âge de six ans en outre telle autre école qui pourrait y être tenue; le tout à fin d’héritage.”;*

*“; that the said house, school, buildings, yard, land and appurtenances now sold shall in the future be used exclusively as a school or schools for the education of the poor and for no other object, and that the premises shall be arranged and administered in such manner as to provide for the care and religious instruction of at least 150 children between the ages of 18 months and 6 years, and this in addition to such other school as may be run there; the whole in perpetuity.”.*

2. *“Que lesdits héritages secondement décrits demeureront incorporée avec l’école originelle “La Motte Street School” et seront tenus et possédés par ledit Public de cette Ile à tous égards aux termes de la Loi sur l’Instruction Primaire de la même manière comme si lesdits héritages secondement décrits eussent formé partie de ladite Ecole “La Motte Street School” au moment de la cession de jouissance d’iceux en vertu de l’Article dix de la Loi sur l’Instruction Primaire passé par les Etats et confirmée par Ordre de Sa Très Excellente Majesté en Conseil en date du seize Décembre, mil neuf cent douze; le tout à fin d’héritage.”;*

*“That the hereditaments secondly described and now incorporated within the original school “La Motte Street School” shall be held and possessed by the said Public of the Island in all respects under the terms of the Loi*

*sur l'Instruction Primaire in the same manner as if the hereditaments secondly described formed a part of "La Motte Street School" at the moment of the cession and enjoyment thereof by virtue of Article 10 of the Loi sur l'Instruction Primaire passed by the States and confirmed by Order of Her Most Excellent Majesty in Council on 16th December 1912; the whole in perpetuity."*

The first clause was created in a sale of land by James Hemery Janvrin to Helier Touzel, Jean Hammond and Clement Hemery, Trustees of "The Jersey Infant School" passed on 2nd May 1840, in which contract it was a requirement of the vendor that the school was to be constructed and administered as recited above.

The constructed school was transferred by Jean Hammond and Clement Hemery as surviving Trustees (Helier Touzel having died) to the Trustees of "The St. James' Schools" (being Philippe Gosset, Jean Hammond, Francois Bertram and Vavasor Pitz-Hammond Hammond) by contract of resignation passed on 22nd April 1865.

Philippe Gosset, as surviving Trustee, then transferred the school to the Parish of St. Helier by contract of resignation passed on 30th September 1904.

Whilst there are no known living heirs of James Hemery Janvrin, Jersey Property Holdings ("JPH") wrote to the present incumbent for the time being of the Ecclesiastical District of St. Luke with St. James to seek his views, if any, on the proposed abrogation of the 1904 clause. As at the date of drafting this report, no response has been received to that enquiry.

The second clause was created by, and was in favour of, Sir Jesse Boot, Baron Trent of Nottingham, in a Deed of Gift of a further part of the school premises (in fact an extension of the original building) by him to the Parish of St. Helier, dated 15th May 1926. Baron Trent is long since deceased, and the 1912 Law referred to in the covenant was superseded by the "Education (Jersey) Law 1999" in which the States Assembly decided not to include the former La Motte Street School premises as a "provided school". The Public acquired the premises from the Parish of St. Helier subject to the previously imposed restrictive covenants which were not, however, in favour of the parish but those who had originally imposed them and who are now all long since deceased.

### **Conclusion**

The above-mentioned clauses of 1840 and 1926 respectively are no longer relevant to the provision of an education service in the Island. That has been reflected in previous decisions to cease operating a school from the site, and to exclude the property from the "Education (Jersey) Law 1999" as a "provided school". Due to the passage of time and the passing of the original covenanters, the clauses are no longer considered to be enforceable.

With options for the property now being given due consideration, it is considered appropriate to seek to abrogate the historic clauses.

### **Financial and manpower implications**

There are no financial or manpower implications for the States arising from the adoption of this draft Law.

### **Human Rights**

No human rights notes are annexed because the Law Officers' Department has indicated that the draft Law does not give rise to any human rights issues.

## Explanatory Note

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*Article 1* is the interpretation provision and defines for the purposes of this Law, the expression “former La Motte Street School” which means the land and buildings on the site of that former school.

*Article 2* abrogates (i.e. cancels the effect of) 2 covenants contained within the contract by which the Public of the Island acquired the former La Motte Street School from the Parish of St. Helier on 25th September 1964. The covenants as drafted in French in the contract (the substance of which are set out in the Schedule with English translation), in effect require that the buildings and site on which they stand should be used in perpetuity for the religious instruction and education of infants and primary school aged children. The effect of abrogation would mean that the Public of the Island would be able to use, sell or lease the former La Motte Street School free from those covenants. In addition, this Article declares that the site has been lawfully used by the Public of the Island for purposes other than those required by the covenants.

*Article 3* requires that, if this draft Law is adopted, it is to be registered in the Public Registry of Contracts following its registration by the Royal Court.

*Article 4* provides for the title of this Law and for its coming into force 7 days after it is registered.



Jersey

**DRAFT FORMER LA MOTTE STREET SCHOOL  
(VALIDATION AND ABROGATION OF  
COVENANTS) (JERSEY) LAW 201-**

**Arrangement**

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COVENANTS CONTAINED WITHIN THE CONTRACT BY WHICH THE FORMER LA MOTTE STREET SCHOOL WAS ACQUIRED BY THE PUBLIC OF THE ISLAND ON 25TH SEPTEMBER 1964	11
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Jersey

## **DRAFT FORMER LA MOTTE STREET SCHOOL (VALIDATION AND ABROGATION OF COVENANTS) (JERSEY) LAW 201-**

**A LAW** to validate the use of land formerly known as the La Motte Street School and to abrogate certain restrictive covenants attaching to that land, and for connected purposes.

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<i>Adopted by the States</i>	<i>[date to be inserted]</i>
<i>Sanctioned by Order of Her Majesty in Council</i>	<i>[date to be inserted]</i>
<i>Registered by the Royal Court</i>	<i>[date to be inserted]</i>

**THE STATES**, subject to the sanction of Her Most Excellent Majesty in Council, have adopted the following Law –

### **1 Interpretation**

In this Law –

“covenants” means the covenants set out in the Schedule, which are contained in the contract by which the former La Motte Street School was acquired by the Public of the Island from the Parish of St. Helier on 25th September 1964;

“former La Motte Street School” means the house, school, buildings, yard, land and appurtenances formerly known as the “La Motte Street School”, “The Saint James’ Schools” and “The Jersey Infant School”.

### **2 Validation and abrogation of covenants**

Despite the terms of the covenants requiring the former La Motte Street School to be used exclusively for the purposes of providing primary school education –

- (a) it is declared to have been lawful for the Public of the Island to have used the former La Motte Street School, or any part of it, for different purposes; and
- (b) it shall be lawful for the Public of the Island to use or dispose of the former La Motte Street School, or any part of it, free from those covenants.

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**3 Registration of Law in Public Registry**

- (1) The Royal Court shall, when it orders the registration of this Law, also order the registration of a copy of this Law, signed by the Greffier of the States, in the Public Registry of Contracts.
- (2) The registration of a copy of this Law in the Public Registry of Contracts shall have like effect as a contract passed before the Royal Court.
- (3) No fees shall be payable under the Stamp Duties and Fees (Jersey) Law 1998<sup>1</sup> in relation to the registration of a copy of this Law as required by paragraph (1).

**4 Citation and commencement**

This Law may be cited as the Former La Motte Street School (Validation and Abrogation of Covenants) (Jersey) Law 201- and shall come into force 7 days after it is registered with the Royal Court.

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**SCHEDULE**

(Article 1)

**COVENANTS CONTAINED WITHIN THE CONTRACT BY WHICH THE  
FORMER LA MOTTE STREET SCHOOL WAS ACQUIRED BY THE  
PUBLIC OF THE ISLAND ON 25TH SEPTEMBER 1964**

1. “; que ladite maison, salle d’école, édifices, cours, terrains et appartenances maintenant vendus seront employés à l’avenir à fin d’héritage pour l’usage exclusive d’une école ou écoles pour l’éducation des enfants des pauvres et pour nul autre objet et que lesdites prémisses seront disposées et administrées de manière à pouvoir fournir les soins et l’instruction religieuse à au moins cent cinquante enfants de l’âge de dix-huit mois à l’âge de six ans en outre telle autre école qui pourrait y être tenue; le tout à fin d’héritage.”;

“; that the said house, school, buildings, yard, land and appurtenances now sold shall in the future be used exclusively as a school or schools for the education of the poor and for no other object, and that the premises shall be arranged and administered in such manner as to provide for the care and religious instruction of at least 150 children between the ages of 18 months and 6 years, and this in addition to such other school as may be run there; the whole in perpetuity.”.

2. “Que lesdits héritages secondement décrits demeureront incorporée avec l’école originelle “La Motte Street School” et seront tenus et possédés par ledit Public de cette Ile à tous égards aux termes de la Loi sur l’Instruction Primaire de la même manière comme si lesdits héritages secondement décrits eussent formé partie de ladite Ecole “La Motte Street School” au moment de la cession de jouissance d’iceux en vertu de l’Article dix de la Loi sur l’Instruction Primaire passé par les Etats et confirmée par Ordre de Sa Très Excellente Majesté en Conseil en date du seize Décembre, mil neuf cent douze; le tout à fin d’héritage.”;

“That the hereditaments secondly described and now incorporated within the original school “La Motte Street School” shall be held and possessed by the said Public of the Island in all respects under the terms of the Loi sur l’Instruction Primaire in the same manner as if the hereditaments secondly described formed a part of “La Motte Street School” at the moment of the cession and enjoyment thereof by virtue of Article 10 of the Loi sur l’Instruction Primaire passed by the States and confirmed by Order of Her Most Excellent Majesty in Council on 16th December 1912; the whole in perpetuity.”.

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<sup>1</sup> *chapter 24.960*