

## GEELONG GRAMMAR SCHOOLS AMALGAMATIONS BILL

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### NOTES ON CLAUSES.

*Clause 1.* This is the citation and commencement provision, with provision for division of the Act into Parts.

*Clause 2.* This is an interpretation clause and is self-explanatory.

*Clauses 3 and 4.* These clauses validate the amalgamation agreement relating to the school conducted by the company named Clyde School (in the Bill called "Clyde").

*Clause 5.* This clause validates the appointment of certain persons who were nominated by Geelong Grammar and appointed as trustees of certain property used in connection with the school conducted by Clyde.

*Clause 6.* This clause validates the transfer to Geelong Grammar of property used in connection with the school conducted by Clyde, permits Geelong Grammar to apply that property for the benefit of the combined school and provides that Geelong Grammar shall have in relation to that property the same rights and obligations as the former owners.

*Clause 7.* This clause makes special provision in relation to certain trust funds in connection with the school conducted by Clyde, enabling these funds to be applied for the benefit of the combined school.

*Clause 8.* This clause empowers Clyde to sell the land on which the school buildings were situate and to apply the proceeds of the same for the benefit of the combined school. It then provides for the winding up of Clyde and for Geelong Grammar to become the successor in law of Clyde.

*Clauses 9 and 10.* These clauses validate the second amalgamation agreement which relates to property used in connection with the school conducted by Geelong Church of England Girls' Grammar School (in the Bill called "the Hermitage").

*Clauses 11 and 12.* These clauses validate the transfer to Geelong Grammar of property used in connection with the school conducted by the Hermitage, permit Geelong Grammar to apply that property for the benefit of the combined school and provide for the dissolution of the Hermitage. These clauses also provide for the Geelong Grammar becoming the successor in law of the Council of the Hermitage and of the Church of England Trust Corporation for the Diocese of Melbourne in relation to the Hermitage property.

*Clause 13.* This clause relates to the application of funds and scholarships originally intended to be applied for the benefit of pupils conducted by Clyde and the Hermitage. It permits these funds and scholarships to be applied for the benefit of pupils at the combined school.

*Clause 14.* This clause provides that in the event of conflict between the provisions of the Bill and the provisions of any other instrument, the provisions of the Bill shall prevail.

*Schedules 1 and 2.* These Schedules set put in full the two agreements on which the amalgamations are based.