

1971. No. 387

[NC]

**HEALTH SERVICES****General Scheme: Modification**

ORDER, DATED 31ST DECEMBER 1971, MADE BY THE MINISTRY OF HEALTH AND SOCIAL SERVICES UNDER SECTION 32 OF AND SCHEDULE 6 TO THE HEALTH SERVICES ACT (NORTHERN IRELAND) 1971.

WHEREAS Section 32(2) of and paragraph 3 of Schedule 6 to the Health Services Act (Northern Ireland) 1971(a) provide that the Northern Ireland Hospitals Authority (hereinafter referred to as "the Authority") may, after consultation with the Ministry of Health and Social Services (hereinafter referred to as "the Ministry"), and if directed by the Ministry shall within such period as the Ministry may specify, adopt a new general scheme providing for the modification of the general scheme:

AND WHEREAS the Authority has adopted and submitted to the Ministry a new general scheme providing for the modification of the general scheme already adopted by the Authority and approved by Order dated 31st May 1948(b), as modified by new general schemes adopted by the Authority and approved by Orders dated 31st December 1948(c), 30th September 1949(d), 1st January 1950(e), 11th April 1951(f), 31st October 1956(g), 18th September 1957(h), 21st August 1958(i), 26th March 1959(j), 18th December 1959(k), 3rd February 1961(l), 20th March 1962(m), 30th October 1962(n), 29th May 1963(o), 28th September 1964(p), 30th December 1964(q), 30th May 1968(r), 31st October 1969(s), 20th October 1970(t) and 28th October 1971(u):

AND WHEREAS the Ministry is a party to the Deed set out in Schedule 1 (hereinafter referred to as "the Deed of Arrangement"):

AND WHEREAS the Ministry thinks fit to approve the new general scheme subject to the Deed of Arrangement:

NOW, THEREFORE, the Ministry, in exercise of the powers conferred upon it by Section 32 of and Schedule 6 to the Health Services Act (Northern Ireland) 1971, and of all other powers so enabling, hereby orders as follows:—

1. This Order may be cited as the Health Services (General Scheme Modification) (No. 2) Order (Northern Ireland) 1971.

2. The Ministry hereby approved the new general scheme as set out in Schedule 2 subject (insofar as they affect it) to the provisions of the Deed of Arrangement.

Sealed with the Official Seal of the Ministry of Health and Social Services  
this 31st day of December 1971.

(L.S.)

*S. E. Taylor,*  
Assistant Secretary.

(a) 1971. c. 1.	(l) S.R. & O. (N.I.) 1961, No. 22.
(b) S.R. & O. (N.I.) 1948, No. 143.	(m) S.R. & O. (N.I.) 1962, No. 45.
(c) S.R. & O. (N.I.) 1948, No. 332.	(n) S.R. & O. (N.I.) 1962, No. 192.
(d) S.R. & O. (N.I.) 1949, No. 176.	(o) S.R. & O. (N.I.) 1963, No. 113.
(e) S.R. & O. (N.I.) 1950, No. 2.	(p) S.R. & O. (N.I.) 1964, No. 153.
(f) S.R. & O. (N.I.) 1951, No. 49.	(q) S.R. & O. (N.I.) 1964, No. 214.
(g) S.R. & O. (N.I.) 1956, No. 169.	(r) S.R. & O. (N.I.) 1968, No. 127.
(h) S.R. & O. (N.I.) 1957, No. 196.	(s) S.R. & O. (N.I.) 1969, No. 298.
(i) S.R. & O. (N.I.) 1958, No. 140.	(t) S.R. & O. (N.I.) 1970, No. 268.
(j) S.R. & O. (N.I.) 1959, No. 55.	(u) S.R. & O. (N.I.) 1971, No. 343.
(k) S.R. & O. (N.I.) 1959, No. 191.	

## SCHEDULE 1

THIS DEED made the 30th day of November One thousand nine hundred and seventy one between THE MINISTRY OF HEALTH AND SOCIAL SERVICES (hereinafter called "The Ministry") of the first part the MOST REVEREND WILLIAM J. PHILBIN D.D. of "Lisbreen" Somerton Road in the County of the City of Belfast Roman Catholic Bishop of the Diocese of Down and Connor and REVEREND MICHAEL KELLY of Parochial House Ballyclare in the County of Antrim Members of the Board of Management of the Mater Infirmorum Hospital (hereinafter called "the Board of Management") duly authorized by the Board of Management to enter into this Deed on its behalf of the second part and the said MOST REVEREND WILLIAM J. PHILBIN D.D. RIGHT REVEREND MONSIGNOR PATRICK J. MULLALLY V.G. of "Lisbreen" Somerton Road aforesaid the said REVEREND MICHAEL KELLY and REVEREND THOMAS TONER of "Lisbreen" Somerton Road aforesaid (hereinafter called "The Hospital Trustees") of the third part

## WHEREAS:

(1) The Ministry (then called the Ministry of Health and Local Government) pursuant to an application in that behalf by the governing body of the Mater Infirmorum Hospital made an order dated the Twenty third day of March One thousand nine hundred and forty eight under the provisions of section 23(8) of the Health Services Act (Northern Ireland) 1948 (hereinafter referred to as "the Act of 1948") exempting the said Hospital from the provisions of the Act of 1948

(2) Paragraph 2(2) of Schedule 11 to the Health Services Act (Northern Ireland) 1971 (hereinafter referred to as "The Act of 1971") provides that arrangements may be made with the governing body of a hospital to which any such order as is referred to in the preceding recital related for the hospital to be treated as a hospital for the purposes of all or any of the provisions of the Act of 1971

(3) Section 34(1) of the Act of 1971 provides that where the character and associations of any hospital through which hospital and specialist services are being or are to be provided under the Act of 1971 are such as to link that hospital with a particular religious denomination regard shall be had in the general administration of the hospital and in the making of appointments to the management committee having the management and control of the hospital to the preservation of the character and associations of the hospital

(4) The character and associations of the Mater Infirmorum Hospital are such as to link it with the Roman Catholic faith

(5) Pursuant to paragraph 2(2) of Schedule 11 to the Act of 1971 the Ministry and the Board of Management have agreed to enter into the arrangement hereinafter contained and the Hospital Trustees have agreed to join in this deed in the manner and for the purposes hereinafter appearing

NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:

1. In this Deed the following expressions have the meanings hereby assigned to them:—

"The Authority" means the Northern Ireland Hospital Authority

"the Act of 1948" has the meaning assigned to it by recital (1) hereof

"the Act of 1971" has the meaning assigned to it by recital (2) hereof

"The Bishop" means the Roman Catholic Bishop for the time being of the Diocese of Down and Connor

"the Board of Management" means the Board of Management constituted under the Articles of Association of the Mater Infirmorum Hospital Incorporated

- “the Commencement Date” means the date referred to in clause 24 hereof as the date on which the provisions of this Deed of Arrangement take effect
- “the Hospital” means the hospital known as the Mater Infirmorum Hospital carried on in the Hospital premises
- “the Hospital premises” means the lands and premises comprised and more particularly described in the draft lease referred to in clause 2 hereof
- “the Hospital Property” means all equipment furniture or other moveable property used in or in connection with the Hospital premises at the commencement date which is vested in the governing body or in trustees on behalf of the Hospital and where the context so requires any alterations additions or substitutions thereto and therefore which may be made at any time after the commencement date
- “the Hospital as at present constituted” means the Hospital having a total complement of two hundred and thirty eight beds for the use of patients
- “The Minister” means the Minister of Health and Social Services for the time being
- “the Hospital Trustees” means the parties hereto of the third part and their successors and shall include where appropriate the trustees for the time being of the reversion expectant on the Lease referred to in clause 2 hereof
- “Officer” means an employee of the Hospital

#### *Lease of the Hospital Premises*

2. The Hospital Trustees will lease the Hospital premises to the Ministry for a term of nine hundred and ninety nine years from the commencement date. The lease shall be in the terms of the draft lease set out in the Schedule hereto

#### *Transfer of the Hospital Property*

3. On the execution of the lease referred to in clause 2 hereof the Board of Management will transfer or procure the transfer of the Hospital property to the Ministry

4. In the event of any determination of the lease referred to in clause 2 hereof the Ministry will transfer the Hospital property to the Hospital Trustees

#### *Transfer of Endowments*

5.—(1) As soon as possible after the setting up of the first Management Committee of the Hospital under clause 11 hereof all endowments of the Hospital which are endowments within the meaning of Subsection (6) of Section 25 of the Act of 1948 shall be transferred to that Management Committee and Subsections (3) and (4) of that Section shall be deemed to apply thereto but with the substitution for references to the appointed day of references to the commencement date

(2) Paragraphs 1 and 2 of Schedule 5 to the Act of 1971 shall mutatis mutandis apply to the endowments transferred under paragraph (1) of this clause as though paragraph 1(a) included references to the liabilities transferred to the Ministry under clause 9 hereof and with the substitution for references to the Fifth July One thousand nine hundred and forty eight of references to the commencement date

6. In the event of any determination of the lease referred to in clause 2 hereof the endowments transferred under clause 5 shall be transferred to the Hospital Trustees to be held by them on the original trusts

#### *Other Trust Property*

7. Subject to clause 5 hereof where any property is held on a trust the terms of which authorise or require the Trustees whether immediately or in the future to apply any part of the capital or income of the trust property for the purposes of the Hospital Section 39 of the Act of 1971 shall apply to such property with the substitution for references to the Fifth July One thousand nine hundred and forty eight of references to the commencement date and the said property shall during the term of the lease hereinbefore referred to be held upon the trusts as so construed

### *Transfer of Staff*

8.—(1) Subject to paragraph 2 of this clause all officers employed immediately before the commencement date solely or mainly at or for the purposes of the Hospital and who have not attained the age of sixty five years on the day immediately before that date shall on that date become officers of the Authority and shall be employed by the Authority on the same terms and conditions of service as apply to comparable grades of staff employed by the Authority at the commencement date

(2) Any such officer wholly or mainly employed in the teaching of nurses or midwives shall become an officer of the Council for Nurses and Midwives established under Section 1 of the Nurses and Midwives Act (Northern Ireland) 1970 and shall be employed by the said Council on the same terms and conditions as apply to comparable grades of staff employed by the Council at the commencement date

### *Transfer of Rights and Liabilities*

9.—(1) On the commencement date all rights and liabilities to which the Board of Management or the Hospital Trustees were entitled or subject immediately before that date being rights and liabilities acquired or incurred solely for the purposes of managing the Hospital premises or the Hospital property or otherwise carrying on business of the Hospital or any part thereof shall subject to clause 8 hereof and paragraph (2) of this clause be transferred to and vest in the Ministry

(2) The liability transferred to the Ministry under paragraph (1) of this clause in respect of the indebtedness of the Board of Management or the Hospital Trustees to their bankers shall not extend to any part of that indebtedness incurred prior to First January One thousand nine hundred and seventy one. In respect of the indebtedness arising from any excess of expenditure over income incurred between First January One thousand nine hundred and seventy one and the commencement date the liability transferred to the Ministry shall not exceed the sum of Two Hundred Thousand Pounds together with a sum equal to the market value at the commencement date of the endowments transferred to the first Management Committee of the Hospital under clause 5 hereof. Any part of the said indebtedness which by virtue of this clause is not transferred to the Ministry shall be discharged by the Board of Management and the Hospital Trustees. The market value of the endowments shall where necessary be determined by a suitably qualified person to be agreed on by the parties hereto acting as an expert and not as an arbitrator

10. In the event of any determination of the lease referred to in clause 2 hereof all rights and liabilities to which the Ministry was entitled or subject at the date of such determination as a consequence of any of the provisions of this Deed of Arrangement shall be transferred to and vest in the Hospital Trustees

### *Hospital Management Committee*

11.—(1) Subject as hereinafter provided in clause 17 hereof the Hospital shall be managed by a separate management committee appointed for the Hospital under paragraph 1 of Schedule 6 to the Act of 1971. The said committee shall have the powers rights duties and responsibilities of a hospital management committee appointed under that paragraph

(2) The first such management committee shall be appointed by the Authority on the advice of the Minister and shall consist of fifteen members made up of

(a) ten members of the present Board of Management nominated by the Bishop;

(b) three persons nominated by the Minister and acceptable to the Bishop to be drawn from persons having experience of Management of Hospitals in the service provided under the Act of 1971

(c) two persons with business or professional experience (not being members of the present Board of Management) nominated by the Bishop and acceptable to the Minister

(3) Subsequent appointments to the Management Committee shall be made by the Authority in accordance with the provisions of the Act of 1971 and after consultation with the Bishop

#### *General Administration of the Hospital*

12. Without prejudice to the generality of Section 34 of the Act of 1971 the general administration of the hospital for the purposes of that section shall include in particular the following:—

- (a) the appointment of senior medical staff;
- (b) the appointment of heads of service departments;
- (c) ethical practices, particularly in obstetrics, gynaecology, geriatrics and psychiatry;
- (d) the use of endowments and trust funds; and
- (e) the use of any part of the Hospital as accommodation for a nurses training school

#### *Teaching Facilities*

13. Adequate facilities for the teaching of clinical medicine to undergraduates shall be maintained at the Hospital for such period as the Queen's University of Belfast shall continue using the Hospital for undergraduate teaching purposes. Adequate facilities for the giving of instruction in nursing shall be maintained at the Hospital for such period as the Northern Ireland Council for Nurses and Midwives shall continue to recognise the Hospital for the purpose of providing such instruction

#### *Reconstruction of the Hospital*

14. As soon as practicable after the commencement date the Ministry shall initiate consultations with the Authority the Queen's University of Belfast and the Management Committee of the Hospital appointed in accordance with clause 11 hereof for the purposes of

- (a) reviewing the present internal allocation of beds and facilities among existing specialities at the Hospital and agreeing upon a revised allocation: provided that in any such revision the present total complement of two hundred and thirty eight beds shall not (subject to the provisions of paragraph (b) of this clause) be exceeded and the number of beds allocated to ante-natal and post-natal care shall not exceed thirty five;
- (b) preparing a scheme consistent with the norms and standards prevailing in the hospital: services for hospitals of comparable size and functions including teaching functions for the initial reconstruction and modernisation of the buildings and facilities of the Hospital as at present constituted in accordance with the agreement on revised allocation reached under paragraph (a) of this clause: provided that notwithstanding the provisions of paragraph (a) the scheme may provide for such marginal upward adjustments in the total complement of beds provided for under paragraph (a) as may be necessitated by detailed physical planning consideration

15. The scheme of initial construction shall be carried out by the Authority subject to the approval of the Ministry. The cost of such scheme shall be met by the Management Committee and the Trustees out of income from trust funds applicable to the purposes of the Hospital or such other manner as the Management Committee and Trustees may jointly determine and no part of such cost shall be met out of the Exchequer

16. Upon completion of the said scheme of initial reconstruction decisions upon any proposals for the further development of the Hospital shall be taken by the Authority with the approval of the Ministry in the light of the general needs of the Hospital service: provided that in considering any such proposals the Authority and the Ministry shall have regard to Section 34 of the Act of 1971

*Restructuring of the Health Services*

17. If after the commencement date the Ministry shall decide to submit legislative proposals to Parliament for the introduction of a new management structure for the health services entailing the abolition of hospital management committees the Ministry shall

- (a) include among its legislative proposals provision for the re-enactment of the present safeguards for the character and associations of denominational hospitals contained in Section 34 of the Act of 1971
- (b) arrange that whatever body may be constituted under new legislation to manage the Hospital shall include a person appointed after consultation with the Hospital Trustees
- (c) require the body responsible for the management of the Hospital to consult the Hospital Trustees before taking any decisions on matters which might affect the character and associations of the Hospital

*Joint Consultative Committee*

18. In the event of the introduction of a new management structure as provided for in clause 17 there shall be constituted for the purpose of facilitating consultation with the Hospital Trustees in accordance with clause 17(c) a joint consultative committee consisting of

- (a) Four members of the body responsible for the management of the Hospital who shall include the chairman of that body and the member appointed in accordance with clause 17(b)
- (b) Three persons nominated by the Hospital Trustees

19. The joint consultative committee so constituted shall consider any proposals by the body responsible for the management of the Hospital relating to the matters set out at (a) to (e) of clause 12 and such other proposals as relate to any matter which affects or seems to the Hospital Trustees likely to affect the character and associations of the Hospital and no action shall be taken on any proposal referred to the Joint Consultative Committee pending its consideration and report in writing thereon or in the event of a reference to the Minister under clause 20 pending final determination of the matter

20. If following consideration by the joint consultative committee of any proposals referred to it the said committee

- (a) reports its recommendation in writing to the body responsible for the management of the Hospital and that body rejects or refuses to act upon the said recommendation or
- (b) reports in writing to the body responsible for the management of the Hospital and to the Hospital Trustees that it has failed to reach agreement on such proposal the Hospital Trustees shall have the right within twenty eight days from the date of such report to refer the matter in dispute to the Minister who shall give his ruling thereon

21. If on any such reference the Minister upholds the objections of the Hospital Trustees his decision shall be binding upon the body responsible for the management of the Hospital and the proposal to which objection was taken shall not be proceeded with

22. If on any such reference the Minister overrules the objections of the Hospital Trustees no further action shall be taken on the relevant proposal for a period of twenty eight days from the date of the Minister's ruling during which period the Hospital Trustees shall be entitled to institute such legal proceedings for the protection of the character and associations of the Hospital as they may be advised

23. As from the commencement date and subject to the provisions of this Deed of Arrangement the Hospital shall be treated as a hospital for the purposes of the Act of 1971

24. The provisions of this Deed of Arrangement shall have effect as from the First day of January One thousand nine hundred and seventy two.

IN WITNESS whereof the Official Seal of the Ministry was hereunto affixed and the Board of Management and the Hospital Trustees have hereunto set their hands and affixed their seals the day and year first herein Written

## SCHEDULE

THIS INDENTURE made the                    day of                    One thousand nine hundred and seventy one BETWEEN MOST REVEREND WILLIAM J. PHILBIN D.D. of "Lisbreen" Somerton Road in the County of the City of Belfast Roman Catholic Bishop of the Diocese of Down and Connor RIGHT REVEREND MONSIGNOR PATRICK J. MULLALLY V.G. of "Lisbreen" Somerton Road aforesaid REVEREND MICHAEL KELLY of Parochial House Ballyclare in the County of Antrim and REVEREND THOMAS TONER of "Lisbreen" Somerton Road aforesaid all Roman Catholic Clergymen (hereinafter called "the Trustees" which expression shall where the context so admits or requires include their successors and assigns) of the one part and the MINISTRY OF HEALTH AND SOCIAL SERVICES FOR NORTHERN IRELAND (hereinafter called "the Ministry" which expression shall where the context so admits or requires include its successors and assigns) of the other part

## WHEREAS:

1. On the First day of November One thousand eight hundred and eighty-three the Most Rev Dr Dorrian Roman Catholic Bishop of the Diocese of Down and Connor founded the Mater Infirmorum Hospital (hereinafter referred to as "the Hospital") in the premises then known and described as Bedeque House Crumlin Road in the County of the City of Belfast and placed the said Hospital under the care and control of the Roman Catholic Order of Nursing Sisters known and described as the Sisters of Mercy

2. The Hospital has been developed maintained and equipped by the voluntary contributions donations and bequests of the Roman Catholic Community and other persons as a Hospital of such character and associations as herein and hereinafter appears

3. Prior to the date hereof the Hospital has been managed by a Board of Management appointed by the Roman Catholic Bishop of the said Diocese and was under the care and control of the Sisters of Mercy and under the general guidance direction and supervision of the said Bishop

4. The character and associations of the Hospital consist essentially in its being a Hospital teaching and practising medicine and providing specialist services and nursing in accordance with Roman Catholic moral and ethical principles

5. The Hospital was and is at the date of these presents recognised as a teaching Hospital by the Queen's University of Belfast for the teaching of clinical medicine

6. The Hospital was incorporated as a Limited Company on the Twenty second day of June One thousand nine hundred and twenty three under the style and title of the Mater Infirmorum Hospital Incorporated

7. At the date of these presents the Hospital consists of and comprises inter alia for the purpose of these presents the Units more popularly known and described as follows:—

- (a) The Mater General Hospital which includes the Chapel and the staff quarters for those members of the Order of the Sisters of Mercy who are engaged in nursing and management and other duties in connection with the Hospital;
- (b) The Nurses Home;
- (c) St John's Nursing Home;
- (d) The Mater Maternity Unit;
- (e) The Nursing School;
- (f) The Doctors Residence

8. The Hospital uses and occupies the premises hereinafter more fully set out and described in the Schedule hereto and the said premises are and each of them are held by the Trustees subject to the charitable trusts now affecting the same and with the powers more particularly set out and declared in respect of the said premises in the several Trust Deeds relating thereto

9. The character and associations of the Hospital are such as to link it with the Roman Catholic faith and accordingly the Hospital is a hospital to which Section 34(1) of the Health Services Act (Northern Ireland) 1971 (hereinafter referred to as "the Act of 1971") applies

10. The Governing Body of the Hospital and the Ministry have entered into a Deed of Arrangement dated the \_\_\_\_\_ day of \_\_\_\_\_ One thousand nine hundred and seventy one under paragraph 2(2) of Schedule 11 to the Act of 1971 whereby subject to the provisions of the said Deed the Hospital is to be treated as a hospital for the purposes of the provisions of that Act and this lease and the said deed of arrangement shall at all times be read and construed together

11. It is a term of the said arrangement and is agreed by and between the parties hereto that the premises more particularly set out and described in the said Schedule shall be demised to the Ministry in manner hereinafter appearing

NOW THIS INDENTURE WITNESSETH as follows:—

1. In consideration of the yearly rent hereinafter reserved and of the covenants and conditions on the Ministry's part hereinafter contained the Trustees (as to part of the premises hereby demised with the prior consent in writing of Most Reverend William J. Philbin D.D. Roman Catholic Bishop of the Diocese of Down and Connor and in exercise of the powers contained in the several Trust Deeds relating thereto and as to the remainder of the said premises with the authorisation of the Ministry of Finance for Northern Ireland under Section 17 of the Charities Act (Northern Ireland) 1964 issued prior to the date hereof) hereby demise to the Ministry the premises in the said Schedule more fully set out and described TO HOLD the said premises for the term of nine hundred and ninety nine years from the date hereof Yielding and Paying therefore during the said term the rent of five pence per annum (if demanded) payable on the first day of June in every year the first of such payments to be made on the first day of June next hereafter occurring

AND THE MINISTRY for itself and its assigns and to the intent that the obligations may continue throughout the term hereby created hereby covenants with the Trustees as follows:—

- (a) To pay the said rent on the days and in manner aforesaid
- (b) To pay or indemnify the Trustees against the payment of all existing and future rates taxes charges duties burthens assessments impositions and outgoings whether parliamentary municipal or otherwise which are now or at any time or times during the demise shall be charged assessed or imposed on the said premises or any part thereof
- (c) Well and sufficiently to repair uphold support maintain and keep the said premises and all erections and buildings for the time being thereon in good and substantial order repair and condition and the same so well and sufficiently repaired maintained and kept will in the event of any determination of this demise peaceably and quietly yield up to the Trustees
- (d) To indemnify the Trustees against loss or damage in respect of the said premises and all buildings thereon and additions thereto by fire lightning tempest or aircraft and in case of the destruction or damage of the said premises or any part thereof by fire lightning tempest or aircraft with all convenient speed at the cost and expense of the Ministry to rebuild repair and reinstate to their original condition the said premises or such part thereof as shall be so damaged or destroyed



- (e) To perform and observe the terms and agreements which under the said deed of arrangement are to be performed and observed by the Ministry
- (f) Not to assign underlet or part with possession of the demised premises or any part thereof without first obtaining the written consent of the Trustees and then only for purposes approved by the Trustees. Provided that any use of the premises for the purposes mentioned in paragraph (g) next following shall not be deemed to be a breach of this covenant
- (g) To use or permit to be used the demised premises for the purposes of the Hospital and for the purpose of providing subject to and in accordance with the provision of the said deed of arrangement hospital and specialist services within the meaning of the Act of 1971 and for no other purpose without first obtaining the written consent of the Trustees
- (h) That in accordance with Section 34(1) of the Act of 1971 and the said deed of arrangement regard shall be had to the preservation of the character and associations of the Hospital
- (i) To pay and indemnify the Trustees against the payment of all rents (except such as now are or hereafter become vested in the Mater Infirmorum Hospital (Incorporated) or any other person for the benefit of the hospital) reserved by and to observe and perform the covenants and conditions on the part of the Grantee or Lessee contained in the several fee farm grants or leases under which the demised premises are held by the Trustees

AND THE TRUSTEES hereby covenant with the Ministry that the Ministry paying the rent hereby reserved and performing and observing the several covenants and conditions herein contained shall and may subject and without prejudice to the proviso for re-entry hereinafter contained peaceably and quietly hold and enjoy the said demised premises without any interruption or disturbance from or by the Trustees their successors or assigns or any person claiming under them

PROVIDED ALWAYS and these presents are on the condition that:

- (a) If the Ministry shall at any time fail or neglect to perform or observe any of the covenants conditions or agreements herein or in the said Deed of Arrangement contained on its part to be performed or observed;
- (b) If any or any one of the covenants conditions or agreements herein or in the said Deed of Arrangement contained and on the part of the Ministry to be performed and observed shall be set aside excluded or declared void or rendered impossible for any reason whatsoever; then in any such case anything hereinbefore to the contrary contained or appearing notwithstanding it shall be lawful for the Trustees or any person or persons duly authorised by them in that behalf into or upon the said hereby demised premises or any part thereof in the name of the whole to re-enter and the said premises to repossess hold and enjoy thenceforth as if these presents had not been made but without prejudice to any right of action or remedy of the Trustees in respect thereof or of any antecedent breach of any of the covenants by the Ministry hereinbefore contained

IN WITNESS whereof the Trustees have hereunto respectively set their hands and affixed their seals and the Ministry has caused its Official Seal to be hereunto affixed the day and year first herein Written

#### SCHEDULE

FIRST ALL THAT the premises situate on the North East side of Crumlin Road Belfast together with the buildings erected thereon being the Main buildings of the Mater Infirmorum Hospital Belfast and the Extern of the said Hospital which said premises are indicated on the map annexed hereto and thereon marked respectively "Mater Infirmorum Hospital" and "Extern" and are thereon surrounded by a red line

SECONDLY ALL THAT the premises situate on the North East side of Crumlin Road Belfast aforesaid together with the buildings erected thereon being the Nurses Home of the said Hospital which said premises are indicated on the said map and thereon marked "Nurses Home" and are thereon surrounded by a red line

THIRDLY ALL THAT the premises situate on the South side of Annesley Street Belfast aforesaid together with the buildings erected thereon being the School of Nursing of the said Hospital which said premises are indicated on the said map and thereon marked "School of Nursing" and are thereon surrounded by a red line

FOURTHLY ALL THAT the premises situate on the South West side of Crumlin Road Belfast aforesaid together with the buildings erected thereon being the Maternity Unit of the said Hospital which said premises are indicated on the said map and thereon marked "Mater Maternity Unit" and are thereon surrounded by a red line

FIFTHLY ALL THAT the premises situate on the South West side of Crumlin Road Belfast aforesaid together with the buildings erected thereon being the Doctors Residence of the said Hospital which said premises are indicated on the said map and thereon marked "Doctors Residence" and are thereon surrounded by a red line

SIXTHLY ALL THAT the premises situate on the South West side of Crumlin Road Belfast aforesaid together with the buildings erected thereon being that portion of the said Hospital known as St John's Nursing Home which said premises are indicated on the said map and thereon marked "St John's Nursing Home" and are thereon surrounded by a red line

Which said First Secondly Thirdly Fourthly Fifthly and Sixthly described premises are more particularly described as to dimensions abutments and boundaries on the said map be the several admeasurements shown thereon more or less and are situate in the Parish of Shankill Barony of Upper Belfast and County of the City or County Borough of Belfast

The Official Seal of the MINISTRY OF HEALTH AND SOCIAL SERVICES was hereunto affixed in the presence of:—

SAMUEL EWART TAYLOR  
Ministry of Health and Social Services  
Dundonald House  
Belfast

CIVIL SERVANT

W. K. FITZSIMMONS

SIGNED SEALED AND DELIVERED by the said MOST REVEREND WILLIAM J. PHILBIN (twice) in the presence of:—

SIOBHAN M. CASSIDY  
73 Somerton Road  
Belfast

RECEPTIONIST

✠ WILLIAM J. PHILBIN

✠ WILLIAM J. PHILBIN

SIGNED SEALED AND DELIVERED by the said REVEREND MICHAEL KELLY (twice) in the presence of:—

SIOBHAN M. CASSIDY  
73 Somerton Road  
Belfast

RECEPTIONIST

MICHAEL KELLY  
MICHAEL KELLY

SIGNED SEALED AND DELIVERED by the said RIGHT REVEREND MONSIGNOR PATRICK J. MULLALLY in the presence of:—

SIOBHAN M. CASSIDY  
73 Somerton Road  
Belfast

RECEPTIONIST

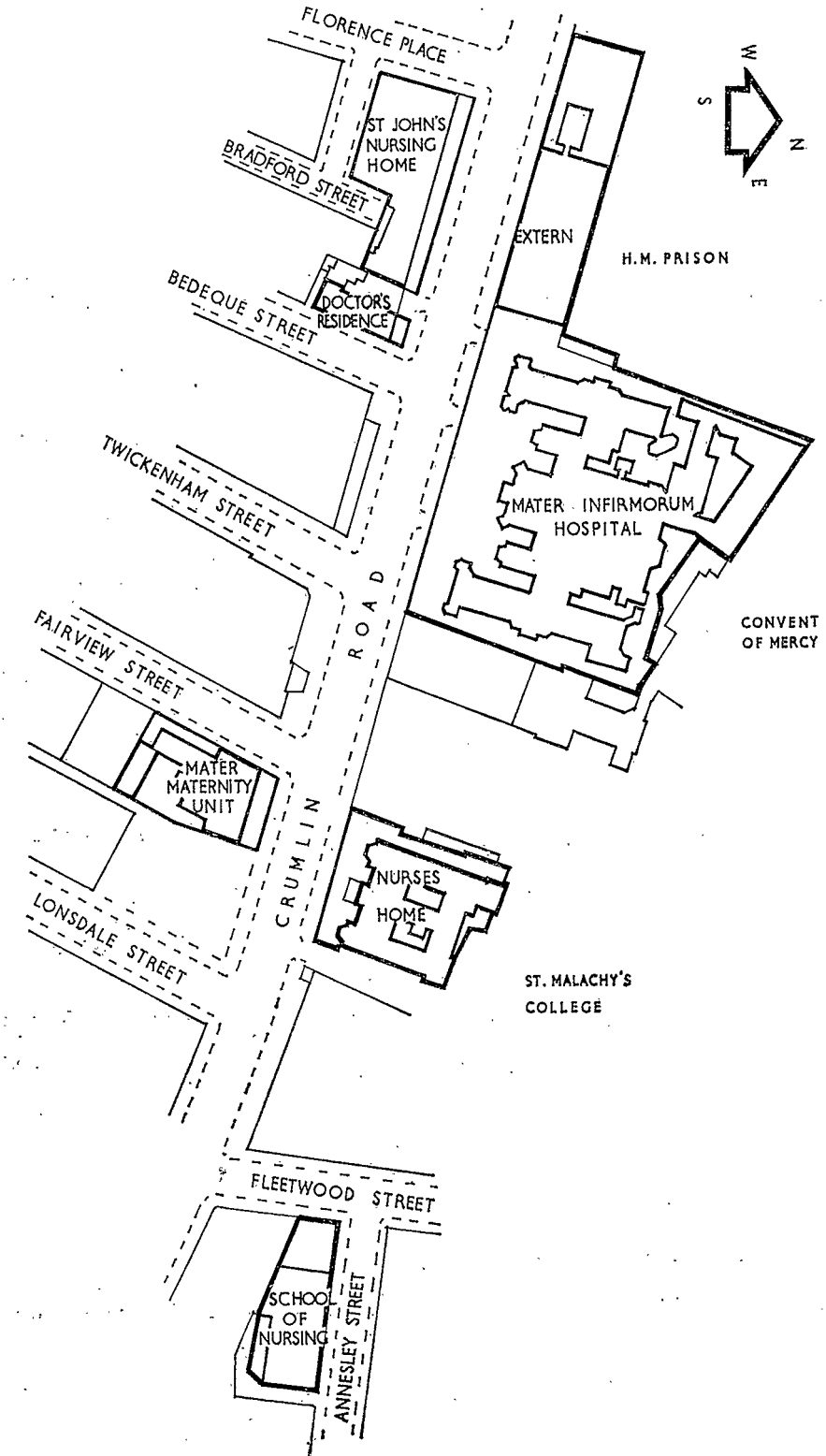
P. J. MULLALLY

SIGNED SEALED AND DELIVERED by the said REVEREND THOMAS TONER in the presence of:—

SIOBHAN M. CASSIDY  
73 Somerton Road  
Belfast

RECEPTIONIST

THOMAS TONER



CRUMLIN ROAD

FLORENCE PLACE

BRADFORD STREET

BEDOUÉ STREET

TWICKENHAM STREET

FAIRVIEW STREET

LONSDALE STREET

FLEETWOOD STREET

ANNESLEY STREET

ST JOHN'S NURSING HOME

DOCTORS RESIDENCE

EXTERN

H.M. PRISON

MATER INFIRMORUM HOSPITAL

CONVENT OF MERCY

MATER MATERNITY UNIT

NURSES HOME

ST. MALACHY'S COLLEGE

SCHOOL OF NURSING

## SCHEDULE 2

## NEW GENERAL SCHEME

made under the provisions of the  
Health Services Act (Northern  
Ireland) 1971.

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WHEREAS the Northern Ireland Hospitals Authority (hereinafter called "the Authority") in exercise of the powers conferred on it by Section 28 of the Health Services Act (Northern Ireland) 1948 (now re-enacted by Section 32 and Schedule 6 to the Health Services Act (Northern Ireland) 1971 (hereinafter called "the Act")) did on the 13th day of May 1948 adopt a General Scheme (hereinafter called "the General Scheme"),

AND WHEREAS the General Scheme was approved by the Ministry of Health and Local Government by Order made on the 31st day of May 1948,

AND WHEREAS the General Scheme has from time to time been modified as provided for in the Act,

AND WHEREAS the functions of the Ministry of Health and Local Government are now vested in the Ministry of Health and Social Services (hereinafter called "the Ministry");

AND WHEREAS in pursuance of paragraph (2) of Schedule 11 to the Act arrangements have been made with the governing body of the Mater Infirmorum Hospital, the St John's Nursing Home and the Mater Maternity Unit, Crumlin Road, Belfast, (being hospitals to which an Order under Section 23(8) of the said Act of 1948 related) for these hospitals to be treated as hospitals for the purposes of the Act with effect from 1st January 1972,

AND WHEREAS the Authority after consultation with the Ministry has decided to adopt the new General Scheme hereinafter set forth,

NOW, THEREFORE, the Authority, in exercise of the powers conferred on it by Section 32 and Schedule 6 of the Act and of all other powers it thereunto enabling, hereby adopts the following new General Scheme providing for the modification of the General Scheme, that is to say:—

1. The Authority shall appoint a Hospital Management Committee to be known as the Mater Hospital Management Committee and the said Hospital Management Committee shall, on and after 1st day of January 1972 manage and control the hospitals set out hereunder:—

The Mater Infirmorum Hospital, Nos. 47/51 Crumlin Road,  
Belfast, BT14 6AB,

St John's Nursing Home, Nos. 72/86 Crumlin Road,  
Belfast, BT14 6AG, and

The Mater Maternity Unit, Nos. 32/36 Crumlin Road,  
Belfast, BT14 6AF.

2. The General Scheme shall be read and shall operate as modified by this new General Scheme.

SEALED with the Common Seal of the Northern Ireland Hospitals Authority this ninth day of December 1971.

(L.S.)

THOMAS BROWN,  
M. B. McGRADY,  
Members of the Authority.

WILLIAM HARVEY,  
Secretary of the Authority.