

WRITER'S NAME : Ang Cheng Hock S.C.  
Tham Wei Chern  
Ramesh Kumar

DIRECT TEL : +65 6890 7832 / 7801 / 7878  
DIRECT FAX : +65 6302 3220 / 3293 / 3267  
DIRECT E-MAIL : ang.chenghock@allenandgledhill.com  
thamwc@allenandgledhill.com  
ramesh.kumar@allenandgledhill.com

OUR REF : ACH/THAMWC/RKUMAR/2008005959  
YOUR REF :

11 May 2012

**BY EFS**

The Registrar  
The Supreme Court of Singapore  
1 Supreme Court Lane  
Singapore 178879

Dear Sir

**CIVIL APPEAL NO. 126 OF 2010/J**

1. We act for the Appellants in the captioned Appeal. M/s Lee & Lee act for the Respondents.
2. The Appellants are representatives of Far Eastern Bible College ("FEBC"). The 1<sup>st</sup> Respondent is Life Bible-Presbyterian Church ("LBPC"), and the rest of the Respondents are persons aligned with LBPC.
3. Pursuant to the directions issued by the Honourable Court of Appeal on 11 April 2012, please find enclosed the Appellants' proposed terms of reference (the "TOR") for the resolution of the outstanding issues in this matter.
4. We seek Your Honour's kind assistance in placing this letter and the enclosed proposed TOR before the Court of Appeal.

**Brief explanation of the Appellants' proposed TOR**

5. It is our respectful view that the proposed TOR is in line with the views expressed by the Court of Appeal at the hearing on 11 April 2012.
6. In addition, we wish to highlight the following:-
  - (a) Clause 2 of the proposed TOR has been included to reflect the Court of Appeal's indication at the 11 April 2012 hearing to the effect that the previous arrangements can no longer be appropriate because LBPC's interests cannot now be viewed as being aligned with FEBC's interests.
  - (b) It may be recalled that, at the hearing on 11 April 2012, the Respondents had sought to raise evidential matters which: (i) contradicted certain findings contained in the Court of Appeal's Judgement dated 26 April 2011; and/or (ii) were contradicted by LBPC's

Allen & Gledhill LLP  
One Marina Boulevard #28-00 Singapore 018989 T +65 6890 7188 F +65 6327 3800 E enquiries@allenandgledhill.com W www.allenandgledhill.com  
EFS Mailbox ID: aie7001, aie7003

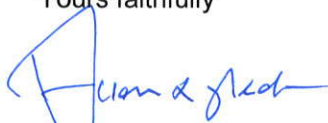
admissions in the trial below. We had highlighted to the Court that it would be inappropriate, if not improper, for the Respondents to re-open these issues at this stage. The Court of Appeal agreed with us on this point. Clause 7 of the proposed TOR has been included to reflect this.

- (c) The inclusion of clause 8 of the proposed TOR is to ensure that any assertions (particularly those concerning present and future needs, and the costs associated with the maintenance and upkeep of the Premises) may, if necessary, be properly tested.
- (d) Clause 12 of the proposed TOR provides for the right to pursue an appeal to the Court of Appeal. This is in line with the Court of Appeal's indication that it would, at the invitation of either FEBC or LBPC, review the High Court's decision on this issue.

### **Conclusion**

- 7. We will make arrangements to exchange respective proposed TORs after M/s Lee & Lee have submitted their clients' proposed TOR.
- 8. We will be happy to supplement the foregoing with any clarification and/or explanation the Court of Appeal may require in relation to the enclosed proposed TOR.
- 9. We thank Your Honour for your kind attention to this matter.

Yours faithfully



Allen & Gledhill LLP

enc.

cc. M/s Lee & Lee  
**Attention: Mr Quek Mong Hua**  
Ref: 2008002401.QMH.EST.in

**BY FAX (without enclosure)**  
**FAX NO.: 6221 9712**

## PROPOSED TERMS OF REFERENCE

### Background and purpose

1. Pursuant to the Court of Appeal's decision in *Khoo Jeffrey and others v Life Bible-Presbyterian Church and others* [2011] 3 SLR 500 (the "**CA Judgment**"), it has been determined that the following properties (hereinafter, collectively referred to as the "**Premises**") are impressed with charitable purpose trusts for the joint use and benefit of Life Bible Presbyterian Church ("**LBPC**") and Far Eastern Bible College ("**FEBC**"):-
  - (a) 9 and 9A Gilstead Road (lot no. TS28.1468K with a lot area of 4,851.7 m<sup>2</sup> held under a 99-year lease expiring on 31 July 2056); and
  - (b) 10 Gilstead Road (lot no. TS28.99468K with a lot area of 2,696.6 m<sup>2</sup> held as an estate in fee simple).
2. As LBPC and FEBC are both independent charitable institutions, separate and distinct from each other, it is necessary that there should be a clear set of rules to govern the respective rights and obligations of LBPC and FEBC in relation to the use and occupation of the Premises. This is particularly so in the light of the following matters:-
  - (a) FEBC and LBPC have always subscribed to the same system of doctrine based on the Westminster Confession of Faith (together with the Larger and the Shorter Catechisms) and used the King James Version Bible ("**KJV**").
  - (b) In or about 2003, FEBC promoted the Hebrew/Aramaic Old Testament and the Greek New Testament (the "**Apographs**") underlying the KJV as infallible and inerrant transcriptions of God's Word.
  - (c) LBPC rejected this view and maintained that only the original manuscripts of the Bible (the "**Autographs**") (upon which the Apographs were based) were infallible and inerrant. Whilst both LBPC and FEBC accept the verbal and plenary inspiration of the Autographs, LBPC rejects the view that the Apographs underlying the KJV constitute a verbal and plenary preservation of the contents of the Autographs.
  - (d) This difference in doctrinal views eventually led LBPC to take steps to evict and/or improperly exclude FEBC from the Premises, culminating in the legal proceedings which formed the subject matter of the CA Judgment.
  - (e) Given the circumstances, the previous arrangements concerning the respective rights and obligations of LBPC and FEBC vis-à-vis the Premises are no longer appropriate.
  - (f) To prevent a recurrence of such or similar controversy concerning FEBC's rights vis-à-vis the Premises and to ensure that FEBC's rights are properly protected, it is necessary that there should be a new and clear set of rules to govern the respective rights and obligations of LBPC and FEBC in relation to the use and occupation of the Premises.
3. To this end, a High Court Judge (the "**Judge**") shall be appointed to settle a scheme (the "**Scheme**") to govern the respective rights and obligations of LBPC and FEBC in relation to the use and occupation of the Premises.

## Remit

4. The overall objective of the Scheme shall be to provide for a set of rules to govern the use and occupation of the Premises so as to:-
  - (a) equitably cater to the present and foreseeable future needs of LBPC and FEBC without unfairly subordinating the interests of one institution to the interests of the other;
  - (b) fairly apportion between LBPC and FEBC the obligations and responsibilities pertaining to the maintenance, upkeep and upgrading of the Premises; and
  - (c) prevent future disputes concerning the use and occupation of the Premises.
5. The terms of the Scheme shall govern relevant matters as of and from the date the Scheme is ordered. Matters predating the date of the Scheme shall fall outside the scope of the Scheme.

## Powers

6. Subject to clause 7 below, the Judge may, in respect of the issues set out under clause 4 herein, direct parties to produce such evidence as may be relevant and necessary in such form as the Judge may deem appropriate.
7. Insofar as any fact or matter has been covered by the evidence adduced in Suit 648 of 2008/J (consolidated with Suit No. 278 of 2009/A) ("**Suit 648**"), no party shall be allowed to adduce any evidence that purports to contradict or vary the substance of:-
  - (a) the evidence already adduced in Suit 648; and/or
  - (b) the findings contained in the CA Judgment pertaining to the nature and scope of the charitable purpose trusts over the Premises.
8. Upon the application of any party, and insofar as may be necessary, the Judge may order cross-examination in respect of any evidence that is produced pursuant to clause 6 above.
9. Subject to clauses 6 to 8 above, the Judge may issue any direction or order as may be necessary and appropriate for these terms of reference to be carried out fairly and expeditiously.
10. With regard to clause 4(a) above, the Judge may apportion the Premises such that:-
  - (a) Certain parts of the Premises are reserved for FEBC's or LBPC's exclusive use and occupation.
  - (b) Those parts of the Premises that are not reserved for either institution's exclusive use and occupation in accordance with the preceding sub-clause (a) may be used by either FEBC or LBPC in accordance with such arrangements as the Judge may deem equitable and appropriate.
11. The Judge may, if it is deemed appropriate, also alter the constitution of the trustees in whose names the properties constituting the Premises are registered in order to facilitate the proper administration of the Scheme and to achieve the objectives referred to in clause 4 above.

## **Appeal**

12. Any part(ies) aggrieved with any part(s) of the Scheme devised by the Judge shall have the right to appeal to the Court of Appeal for those parts of the Scheme to be reviewed. The part(ies) so aggrieved shall, within one (1) calendar month of the date the terms of the Scheme is delivered by the Judge, exercise such right by writing to the Court of Appeal with a statement setting out the grounds upon which it is contended that the relevant part(s) of the Scheme is unacceptable and the variations thereto that are proposed.
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