

## TASMANIA.



1939.

ANNO TERTIO

GEORGII VI. REGIS.

No. 7.

## ANALYSIS.

1. Short title.
2. Approval of agreement.

AN ACT to approve and ratify an Agreement made between the Honourable *James McDonald* acting for the Chief Secretary on behalf of the State of the one part, and *Robert Nettlefold* and others of the other part, with respect to the provision of a Golf Course at Millbrook Rise.

[28 November, 1939.]

A.D.  
**1939**

BE it enacted by His Excellency the Governor of Tasmania, by and with the advice and consent of the Legislative Council and House of Assembly, in Parliament assembled, as follows:—

**1** This Act may be cited as the *Psychopathic Hospital (Golf Course) Act 1939*.

Short title.

*Psychopathic Hospital (Golf Course).*

A.D. 1939.  
 Approval of  
 agreement.

**2** The Agreement made the thirteenth day of June one thousand nine hundred and thirty-eight, between the Honourable *James McDonald*, an honorary Minister acting on behalf of the Chief Secretary on behalf of the State of the one part, and *Robert Nettlefold* and others, of the other part, a copy of which is set forth in the schedule, is hereby approved and ratified.

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 THE SCHEDULE.
 

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AN AGREEMENT made this thirteenth day of June one thousand nine hundred and thirty-eight BETWEEN JAMES McDONALD of Hobart in Tasmania Esquire the Acting Chief Secretary for the time being for the State of Tasmania (hereinafter called "the Minister") of the one part and ROBERT NETTLEFOLD of Hobart aforesaid Merchant JOHN GELLIBRAND of Risdon in Tasmania Knight Commander of the most Honourable Order of the Bath WILLIAM EDWARD LODEWYK HAMILTON CROWTHER of Hobart aforesaid Medical Practitioner GEOFFREY ARCHER WALCH of Hobart aforesaid Merchant and SAMUEL HERBERT HANCOX of Hobart aforesaid Manager of the Hobart Municipal Tramways (hereinafter called "the Trustees") of the other part WHEREAS the Trustees are the Trustees for the time being of a certain trust known as "The Tasmanian Veterans Trust" AND WHEREAS pursuant to "The Psychopathic Hospital Act 1932" and the Agreements set forth in the Schedule thereto the Trustees have erected upon certain lands situate Parish of Wellington County of Buckingham in Tasmania a Psychopathic Hospital known as "Millbrook Rise" and have surrendered the said Hospital together with the said land upon which the same is erected and to be enjoyed therewith and containing Fifty-four acres or thereabouts to Our Sovereign Lord the King for the purposes set forth in the said agreements AND WHEREAS with a view to providing certain amenities and recreation which are desirable and necessary for the treatment and welfare of the guests or patients at Millbrook Rise the Trustees have at the request of the Government of the State of Tasmania (hereinafter referred to as "the Government") expended from time to time certain sums of money amounting in the aggregate to Five hundred and sixteen pounds three shillings and two pence upon the construction and establishment of a Golf Course and Club House (hereinafter referred to as "the said Golf Course") upon the said land AND WHEREAS it will be necessary for the Trustees from time to time to expend further sums of money for the completion and maintenance of the said Golf Course AND WHEREAS the Trustees have with the consent and approval of the Minister granted to the New Norfolk Golf Club (hereinafter called "the said Club") a licence to use the said Golf Course at the times for the rental and upon and subject to the terms and conditions set forth in an Indenture dated the Thirtieth day of June One thousand nine hundred and thirty-six and made between the Trustees of the one part and William Keith Findlay and Cecil Hartley Rowe both therein described of the other part a counterpart of which Indenture has been delivered to and is retained by the Minister AND WHEREAS upon the treaty for the construction of the said Golf Course it was agreed by and between the Minister on behalf of the Government and the Trustees that in consideration of the Trustees making available sufficient funds for the construction of the said Golf Course the Government would permit the Trustees to enter into the said Indenture and to receive and appropriate for the purposes of their trust fund all revenue which may be derived from the said Golf Course and whether under the said Indenture or under any other agreement or instrument which might with the consent of the Minister be entered into in lieu thereof or in substitution therefor until all moneys expended by the Trustees for the construction and

*Psychopathic Hospital (Golf Course).*

maintenance of the said Golf Course or in connection therewith have been fully repaid to the Trustees together with interest thereon at the rate of Four pounds per centum per annum NOW IT IS HEREBY AGREED as follows:— A.D. 1939.

1. This agreement is entered into by the Minister for and on behalf of the Government and the Minister shall not accept or incur any personal liability in respect hereof.
2. This Agreement shall have full force and effect and shall be binding on the parties hereto if and when it is approved by the Parliament of the State of Tasmania.
3. All revenue receivable in respect of the said Golf Course and whether under the said Indenture or under any other agreement or instrument which might be entered into by or with the consent of the Minister in lieu thereof or in substitution therefor shall be paid to and received by the Trustees for the purposes of their Trust Fund until all moneys at any time expended by them thereon or in respect thereof have been repaid together with interest thereon from the date upon which such moneys shall be or shall have been expended and until repayment thereof at the rate of Four pounds per centum per annum.
4. The Trustees shall keep or cause to be kept proper books of account in which shall be recorded all receipts and expenditure made to or by them in respect of or in connection with the said Golf Course and such books of account shall be available for inspection by or on behalf of the Minister at all reasonable times.
5. The Trustees shall during the currency of this agreement maintain the said Golf Course in a proper and efficient manner and shall from time to time for such purposes employ such persons and expend thereon such sums of money as to the Trustees may appear desirable for that purpose.
6. Subject as aforesaid the Trustees shall have the sole management and control of the said Golf Course, but no licence shall be granted and no agreement shall be entered into or varied in respect thereof by the Trustees without the approval of the Minister having been first obtained thereto.

IN WITNESS whereof the parties hereto have hereunto set their names the day and year first hereinbefore written.

SIGNED by the said James McDonald in the presence of—	E. PARKES.	)	JAS. McDONALD.
SIGNED by the said Robert Nettlefold in the presence of—	W. THIRKELL, Accountant.	)	ROBT. NETTLEFOLD.
SIGNED by the said John Gellibrand in the presence of—	A. A. JONES.	)	JOHN GELLIBRAND.
SIGNED by the said William Edward Lodewyk Hamilton Crowther in the presence of—	W. THIRKELL, J.P.	)	W. E. L. H. CROWTHER.
SIGNED by the said Geoffrey Archer Walch in the presence of—	W. THIRKELL, J.P.	)	G. A. WALCH.
SIGNED by the said Samuel Herbert Hancox in the presence of—	W. THIRKELL, J.P.	)	S. H. HANCOX.

