



**ROYAL DERWENT HOSPITAL (SALE OF LAND) ACT
1995**

No. 10 of 1995

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**ROYAL DERWENT HOSPITAL (SALE OF LAND) ACT
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**AN ACT to authorise the sale of land appurtenant to the
Royal Derwent Hospital and to the Willow Court Centre
at New Norfolk, free of certain restrictions**

[Royal Assent 24 July 1995]

Preamble

WHEREAS—

- (a) by an Agreement dated 10 August 1932 and made between ROBERT NETTLEFOLD of Hobart, Merchant, JOHN GELLIBRAND of Risdon, Knight Commander of the Most Honourable Order of the Bath, WILLIAM EDWARD LODEWYK HAMILTON CROWTHER of Hobart, Medical Practitioner, WILLIAM MARTIN of Launceston, Solicitor and GEOFFREY ARCHER WALCH of Hobart, Merchant, as trustees of the one part and the Chief Secretary of Tasmania, on behalf of the Government of Tasmania, of the other part (in this

Preamble called the “**Building Agreement**”), it is recited that the trustees were trustees of certain trust funds which they held upon trust for the purpose of furthering the care and comfort of—

- (i) certain war veterans, suffering from mental or physical disabilities; and
 - (ii) the descendants and female dependants of war veterans and other citizens of Tasmania suffering from psychopathic diseases and disorders; and
- (b) the **Building Agreement** further recited that—
- (i) the trustees had been advised that there existed in Tasmania a pressing need for an institution in which persons suffering from psychopathic diseases might be received and detained for observation and treatment; and
 - (ii) the trustees had made an offer to establish an Institute in Tasmania to meet that need and that the Government of Tasmania had accepted that offer; and
- (c) the **Building Agreement**, in furtherance of that offer and acceptance, provided that—
- (i) an Institute should be erected by the trustees on land to be surrendered to the Crown under a supplemental agreement; and
 - (ii) from the time when the Institute was handed over to the Government and the land on which it was erected surrendered to the Crown, it was to be used, occupied and employed as a hospital, home or institution and grounds for the reception, detention, care, treatment and observation of borderline cases and convalescent cases; and
 - (iii) the Institute was to be conducted, administered, managed, and staffed, by the Government or by such person or persons as the Government from time to time thought fit to appoint for that purpose and that the Institute and its grounds were to be maintained in perpetuity for the purposes specified; and

- (d) the Building Agreement further provided that the Government should maintain an inscription in the Institute to the effect that the Institute represented a gift from The British Red Cross Society; and
- (e) by an agreement (in this Preamble called the “**Millbrook Agreement**”) supplemental to the Building Agreement and made between the same parties to, and on the same day as, the Building Agreement, it was recited that the Government of Tasmania was desirous of acquiring certain land situated at New Norfolk in Tasmania containing about 381 acres 1 rood 11 perches and known as “Millbrook”; and
- (f) the Millbrook Agreement further recited that the trustees had, with the agreement of the Government of Tasmania, purchased Millbrook for the sum of £4 500 and had agreed to surrender to the Crown the portion of Millbrook that lies between the River Derwent and the Main Road leading from Hobart to New Norfolk and to lease the remainder of the land comprising Millbrook to the Government; and
- (g) the Millbrook Agreement, in furtherance of the agreement recited in it, provided that on completion of the purchase of Millbrook, and on the Parliament of Tasmania giving its approval—
 - (i) the trustees would surrender to the Crown the portion of Millbrook that lies between the River Derwent and the Main Road leading from Hobart to New Norfolk as a site and grounds for the Institute to be built by the trustees in accordance with the Building Agreement; and
 - (ii) the balance of Millbrook would be leased to the Government upon terms which provided for its eventual purchase by the Crown; and
- (h) by an amending agreement made on 28 September 1932, made between the parties to the Building Agreement and the Millbrook Agreement, those agreements were amended to take account of further facilities to be provided by the trustees and to provide for enlarging the size of the Institute by the erection of a wing for the accommodation of female patients, nurses and domestics; and

- (i) copies of the Building Agreement, of the Millbrook Agreement and of the agreement amending those Agreements are contained in the Schedule to the *Psychopathic Hospital Act 1932*; and
- (j) the *Psychopathic Hospital Act 1932* provided that those agreements were approved, ratified and confirmed and also provided for the Minister to do all such acts and things as may be necessary to give effect to the terms and conditions set out in those agreements; and
- (k) the Institute was built in accordance with the Building Agreement and the land on which it was constructed was surrendered by the trustees to the Crown in accordance with the Millbrook Agreement; and
- (l) the *Psychopathic Hospital (Management) Act 1933* provided for the management of the Institute; and
- (m) it is in the best interests of persons suffering from mental illness that they be integrated into the general community; and
- (n) it is expedient that certain parts of the land surrendered to the Crown in accordance with the Millbrook Agreement may be sold and that the proceeds of the sale may be used for the integration of patients in the Royal Derwent Hospital into the general community and otherwise for the care of patients in that hospital; and
- (o) the use of the proceeds of the sale for that purpose would be consistent with the purpose for which the original trust funds were made available; and
- (p) in order to allow part of the land surrendered by the trustees to the Crown in accordance with the Millbrook Agreement to be sold by the Crown free of the obligation imposed on the Crown by the Building Agreement to use that land in perpetuity for the purposes specified in that Agreement, it is necessary to extinguish that obligation in respect of that land if it is sold by the Crown:

BE it therefore 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:—

Short title

1—This Act may be cited as the *Royal Derwent Hospital (Sale of Land) Act 1995*.

Commencement

2—This Act commences on the day on which it receives the Royal Assent.

Interpretation

3—In this Act—

“**Building Agreement**” means the Agreement referred to in paragraph (a) of the Preamble;

“**Institute**” means the institution built on the trust land in accordance with the Building Agreement and otherwise known as Millbrook Rise;

“**Millbrook Agreement**” means the Agreement referred to in paragraph (e) of the Preamble;

“**trust land**” means the land marked “H” and “J” on Plan No. 3214 in the Central Plan Register, a reduced copy of which is shown in Schedule 1 for the purposes of illustration only.

Sale of trust land

4—(1) The Minister, on behalf of the Crown, may from time to time sell or otherwise dispose of all or part of the trust land.

(2) With effect from the date on which the Minister sells or otherwise disposes of any part of the trust land—

(a) the obligation imposed on the Crown by the Building Agreement to use the land sold or otherwise disposed of in accordance with the provisions of that Agreement ceases; and

(b) the purchaser or other person acquiring the land takes it free of any encumbrance or other obligation imposed by that Agreement.

(3) Except as provided in this section, nothing in this Act affects the operation of the Building Agreement or the Millbrook Agreement.

Application of proceeds of sale

5—The proceeds of any sale or other disposal of any part of the trust land under section 4 (1)—

- (a) are to be held by the Minister for the purpose of providing services for persons suffering from mental illness including their integration into the general community; and
- (b) may be applied in reimbursement for the cost of any development of the trust land carried out in order to effect the sale or other disposition.

Application of *Crown Lands Act 1976*

6—Except as provided in this Act, nothing in this Act prejudices or affects the operation of the *Crown Lands Act 1976*.

Immunity for Crown, &c.

7—No action or legal proceeding may be instituted against the Crown or any person in respect of the sale or disposal of land under the powers conferred by this Act on the ground that that sale or disposal was not authorised by the trusts contained in the Millbrook Agreement.

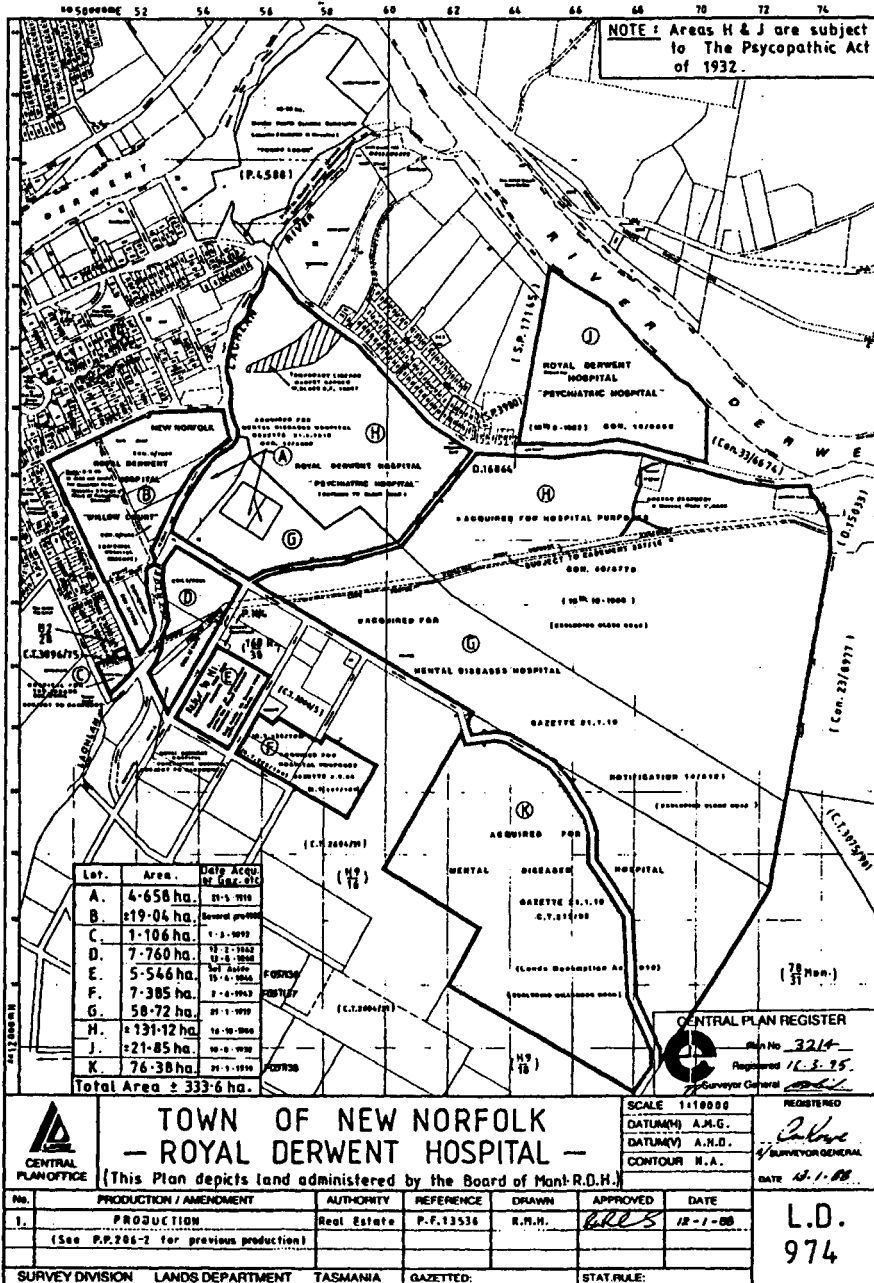
Administration of Act

8—Until provision is made in relation to this Act by order under section 4 of the *Administrative Arrangements Act 1990*—

- (a) the administration of this Act is assigned to the Minister for Community and Health Services; and
 - (b) the Department responsible to the Minister for Community and Health Services in relation to the administration of this Act is the Department of Community and Health Services.
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SCHEDULE 1

Section 3



*[Second reading presentation speech made in:—
House of Assembly on 25 May 1995
Legislative Council on 20 June 1995]*