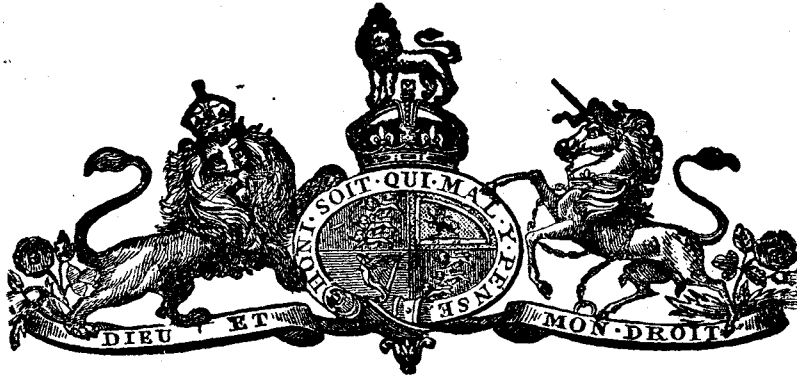


T A S M A N I A.



1918.

ANNO NONO

GEORGI V. REGIS.

No. 23.

ANALYSIS.

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| <ul style="list-style-type: none"> 1. Short title. 2. Interpretation. 3. Ratification of agreements. 4. Premier deemed to have had necessary authority. 5. Minister empowered to do acts necessary to give effect to objects of agreements. 6. Treasurer may make advances up to £40,000. | <ul style="list-style-type: none"> Suspense account to be opened. Interest to be paid into Consolidated Revenue. Amount of any loss or deficiency to be made good to the suspense account. 7. Statutory first charge as security. 8. Regulations. |
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AN ACT to validate certain agreements entered into by the Premier of Tasmania on behalf of the Government of Tasmania and to authorise the making of certain advances by way of loan to the Mersey Shipbuilding Company Limited not exceeding Forty thousand Pounds, and for other purposes.

[3 December, 1918.]

A. D. 1918.

WHEREAS the Mersey Shipbuilding Company Limited has entered into an Agreement (of which a copy marked "A" is set forth in the Schedule to the following Enactment), with the Prime Minister of the Commonwealth and the Premier of this State, for the construction at the shipyard hereinafter mentioned, and for delivery to the Commonwealth of Two steel cargo steamers on the terms and conditions set out in the said agreement :

PREAMBLE.

Mersey Shipbuilding Company's Loan.

A.D. 1918.

And whereas it is expedient to encourage and support the Shipbuilding Industry of Tasmania, and the said Premier, acting for and on behalf of the Government of this State, hath accordingly by an Agreement (of which a copy marked "B" is set forth in the Schedule to the following Enactment) agreed to make advances not exceeding Forty thousand Pounds to the said Company to enable it to construct and equip a shipyard for the building of the said steamers and other ships at Devonport, in Tasmania; and the said Company hath, by the lastmentioned Agreement, agreed with the Premier to accept such advances, and construct and equip such shipyard upon the terms and conditions thereby provided:

And whereas it is desirable to ratify and confirm the said Agreements, and to provide for carrying out the same:

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 Mersey Shipbuilding Company's Loan Act, 1918."

Interpretation.

2 In this Act—

"Agreement B" means the agreement of which a copy marked "B." is set out in the Schedule to this Act:

"Premier" means the Premier for the time being of this State:

"The said Agreements" mean the agreements, copies of which are set out in the Schedule to this Act:

"The said Company" means the Mersey Shipbuilding Company Limited, a company registered under "The Companies Act, 1869," and carrying on business at Devonport, in Tasmania:

"The Treasurer" means the Treasurer for the time being of this State.

Ratification of agreements.

3 The said agreements are hereby ratified, confirmed, and approved.

Premier deemed to have had necessary authority.

4 The Premier shall be deemed and taken to have had at the date upon which the said agreements were respectively made, full and complete power and authority to enter into and execute the said agreements, and at all times to have, had, and to have full and complete power and authority to carry out and enforce the provisions of the said agreements.

Minister empowered to do acts necessary to give effect to objects of agreements.

5 The Premier is hereby empowered on behalf of the State to enter into, execute, and do all acts, matters, and things, which he may from time to time deem necessary or expedient for the purpose of giving effect to the objects for the attainment of which the said agreements were entered into and executed by him.

Treasurer may make advances up to £40,000.

6—(1) The Treasurer, subject to the terms and conditions specified in the agreement marked "B," may from time to time advance to the said Company, by way of loan, any sum or sums of money, not exceed-

Mersey Shipbuilding Company's Loan.

ing in the whole the sum of Forty thousand Pounds for the purposes specified in Paragraph Three of that agreement. A.D. 1918.

(2) A suspense account shall be opened in the books of the Treasury, to be called "The Mersey Shipbuilding Suspense Account." Suspense account to be opened.

All advances made by the Treasurer to the Company, pursuant to this Section, shall be debited against such account, and all repayments by the Company of principal in respect of such advances shall be credited to such account.

(3) All interest paid from time to time by the Company in respect of such advances shall be paid into and form part of the Consolidated Revenue. Interest to be paid into Consolidated Revenue.

(4) The amount of any loss or deficiency which may arise in respect of such advances, shall be made good and credited to the said suspense account out of moneys to be provided by Parliament for that purpose. Amount of any loss or deficiency to be made good to suspense account.

7—(1) In addition to any security provided by the said Agreement B, the amount of any advances made pursuant to the immediately preceding Section of this Act shall, until repayment thereof, and the amount of all interest in respect thereof shall, until payment of such interest, be and remain a first charge upon all land, buildings, works, plant, machinery, gear, tools, and appliances now or hereafter belonging to, acquired, constructed, or set up by the said Company, and upon all other, the present and future property and assets of the said Company of whatsoever kind or description, including (subject as hereinafter provided) all the uncalled capital for the time being of the said Company. Statutory first charge as security

(2) The said first charge shall operate and subsist in priority to all mortgages, charges, liens, and incumbrances whatsoever, and in priority to all other liabilities of the said Company, but --

- i. Subsequent to any tax or rent payable to the Crown in respect of the objects of the charge, and to any rate payable to any local authority having jurisdiction in the area wherein such objects are situated : and
- ii. Subject, however, in respect of the uncalled capital of the said Company to any charge or charges thereupon to an amount in all not exceeding Ten thousand Pounds, as provided by Paragraph Seven of the said Agreement B.

8 The Governor may from time to time make all such regulations as he deems necessary or desirable for the effectual carrying out of the objects and intentions of this Act. Regulations.

*Mersey Shipbuilding Company's Loan.***SCHEDULE.**

A. D. 1918

"A."

SHIPBUILDING AGREEMENT.

AGREEMENT BETWEEN THE HONOURABLE WILLIAM ALEXANDER WATT ACTING PRIME MINISTER OF THE COMMONWEALTH OF AUSTRALIA OF THE FIRST PART THE HONOURABLE WALTER HENRY LEE PREMIER OF THE STATE OF TASMANIA OF THE SECOND PART AND THE MERSEY SHIPBUILDING COMPANY LIMITED OF DEVONPORT TASMANIA OF THE THIRD PART.

AGREEMENT made this Twenty-third of July One thousand nine hundred and eighteen between The Honourable WILLIAM ALEXANDER WATT Acting Prime Minister of the Commonwealth of Australia for and on behalf of the said Commonwealth and not so as to incur any personal liability (hereinafter called "the Commonwealth") of the first part The Honourable WALTER HENRY LEE Premier of the State of Tasmania for and on behalf of such State and not so as to incur any personal liability (hereinafter called "the State") of the second part and THE MERSEY SHIPBUILDING COMPANY LIMITED of Devonport Tasmania (hereinafter called "the Contractor") of the third part.

WHEREBY IT IS AGREED as follows:—

1. The State shall by the Contractor and other Sub-contractors and under the supervision of the Chief Executive Officer of Commonwealth Ship Construction (hereinafter called "the Chief Executive Officer") and representatives appointed by him for that purpose construct launch try under steam and deliver to the Commonwealth at the wharf at Devonport Tasmania ready for sea two steel cargo steamers (hereinafter called the "contract steamers") each 331 feet in length B.P. 48 feet beam complete in hull engines boilers and equipment in accordance in all respects with plans and specifications to be furnished by the Commonwealth.

2. The Chief Executive Officer and his representatives shall assist as far as practicable the Contractor in the efficient and economical carrying out of the work to be performed under this contract. The Contractor shall not without the concurrence of the Chief Executive Officer alter any piecework prices which may be arranged and agreed upon by the Commonwealth with the different trades. Any additional piecework prices which the Contractor may consider necessary to make as the work proceeds shall be submitted to the Chief Executive Officer for approval and shall not be made unless and until he approves thereof.

3. The Contractor and its successors as sub-contractors under the State shall build at its shipyards on the River Mersey at Devonport in Tasmania the steel hulls of the two contract steamers aforesaid and shall install and fit up therein the engines boilers propellers and equipment complete and shall launch carry out the steam trials and deliver at the wharf at Devonport the two contract steamers aforesaid to the satisfaction of the Chief Executive Officer.

4. The Contractor if and when called upon by the State shall act as the agent of the State in preparing letting and supervising any sub-contracts for construction of propelling and other machinery and equipment to be so provided by the State.

5. The Commonwealth shall furnish to the State all necessary plans and specifications and instructions (in duplicate) for the hulls engines boilers, propellers and equipment complete and the State shall pay to the Commonwealth the price fixed by the Commonwealth for such plans and specifications and instructions.

6. The Commonwealth shall in the manner and to the extent hereinafter set forth supply to the State material (including plates and sections) machinery and equipment required for the said contract steamers that is to say the Commonwealth will from time to time notify the Contractor of contracts made by the Commonwealth with suppliers of shipbuilding material machinery and equipment and the prices fixed by such contracts. The State may on account of the Commonwealth from time to time if it so desires order from any such supplier any material machinery and/or equipment provided for in the contract with such supplier which may be required by the Contractor for the construction of the said contract steamers. The State shall simultaneously with placing any order with a supplier forward to the Chief Executive Officer a copy of the order and shall arrange with the supplier for invoices to be furnished simultaneously by the supplier both to the Chief Executive Officer and to the State for any material machinery or equipment delivered pursuant to any such order. The State shall pay to the Commonwealth the cost price to the Commonwealth of all material machinery and/or equipment so supplied and shall make all necessary arrangements for the conveyance thereof to the premises where the contract steamers are being constructed. Material machinery and/or equipment supplied by the Commonwealth to the State under this contract shall not be used

Mersey Shipbuilding Company's Loan.

or disposed of by the State or the Contractor for any purpose other than for the construction of the said contract steamers. A.D. 1918.

7. Where the State has pursuant to the last preceding clause ordered any material machinery and/or equipment and there is a shortage in Australia of such material machinery and/or equipment or any probability of delay in the supply thereof the Commonwealth shall as far as practicable apportion the material machinery and/or equipment then available in Australia in such manner that a *pro rata* share thereof shall be supplied to the State having regard to the total number of ships then under construction in Australia for or by the Commonwealth and also having regard to the stage which the construction of each such ship has then reached but the Commonwealth shall be the sole judge of the quantity of material machinery and/or equipment available and the amount thereof which shall be apportioned to each ship under construction.

8. The State and the Contractor jointly and severally undertake that the shipyards of the Contractor shall with the utmost possible despatch be completely fitted up and equipped for the building of the said contract steamers and that the fitting up and equipment of the said shipyards shall be completed in any event before the expiration of six months from the date of this agreement.

9. The State and the Contractor jointly and severally agree that the keel of the first contract steamer shall be laid forthwith after the shipyards are fitted up and equipped and the first contract steamer shall be completed and delivered to the Commonwealth as early as possible but not later than twelve months after the date on which the keel is laid and that the second contract steamer shall be completed and delivered to the Commonwealth as early as possible but not later than nine months after the delivery of the first contract steamer.

10. In the event of any interruption or delay to the work under this contract through causes over which the parties have no control the State and the Contractor shall not be liable to the Commonwealth in respect of any damage or loss caused by such interruption or delay and such interruption or delay shall in no way be deemed to be or to cause any breach of this contract but the time for completion and delivery of the said contract steamers shall be extended for a period equal to the time necessarily lost by reason of such interruption or delay.

11. The whole of the work under this contract shall be done to the complete satisfaction and in accordance with the reasonable instructions of the Chief Executive Officer.

12.—(a) The contract price for each of the said contract steamers shall be a sum which shall be computed at the rate of Twenty-eight Pounds (£28) per ton deadweight capacity of the steamer.

(b) The said price of Twenty-eight Pounds (£28) per ton deadweight capacity is based on an estimate that the plates and sections required for the construction of each contract steamer will cost the State Twenty-seven Pounds (£27) per ton delivered at Devonport.

If the actual cost delivered at Devonport of the plates and sections required for any contract steamer is greater or less than the estimated amount aforesaid then the contract price for that steamer shall be a sum greater or less (as the case may be) than the sum computed under Sub-clause (a) hereof by an amount equal to the amount by which the actual cost to the State of the plates and sections required for the construction of that steamer is greater or less than the estimated amount aforesaid.

(c) If after the completion and delivery of the said contract steamers the State shall prove to the satisfaction of the Chief Executive Officer that the actual cost to the Contractor of constructing and delivering the said contract steamers has exceeded the contract price and if the cost to the Commonwealth per ton deadweight capacity of constructing and completing the first two similar steamers constructed at the dockyard at Williamstown in the State of Victoria also exceeds the rate of Twenty-eight Pounds (£28) per ton deadweight capacity the contract price shall be increased to an amount which shall not in any case exceed the lesser of the two following amounts:—

(i) The actual cost to the Contractor of constructing and delivering the said contract steamers; or

(ii) The total deadweight capacity of the said contract steamers multiplied by the rate per ton deadweight capacity which the construction and completion of the first two similar steamers constructed at Williamstown has cost the Commonwealth.

(d) If the actual cost to the Contractor of constructing and delivering the said contract steamers exceeds Twenty-eight Pounds (£28) per ton deadweight capacity and is less than the cost per ton deadweight capacity to the Commonwealth of constructing and completing the first two similar steamers constructed at Williamstown then the Commonwealth will pay to the State by way of bonus for each and every ton deadweight capacity of the said contract steamers an additional sum equal to thirty per centum (30 per cent.) of the difference between the cost per ton deadweight capacity to the Contractor and to the Commonwealth respectively of constructing completing and delivering such steamers.

Mersey Shipbuilding Company's Loan.

A.D. 1918.

(e) For the purposes of this clause "deadweight capacity" shall be the difference between the displacement of the steamer under the following conditions namely:—

- (i) The displacement of the steamer at Lloyd's summer freeboard draft; and
- (ii) The displacement of the steamer when fully equipped with water in boilers but without cargo stores fresh water or bunker coal.

13. In calculating the cost of any steamers for the purposes of Clause 12 hereof—

- (a) The cost shall be the actual cost to the Commonwealth or the Contractor as the case may be of the materials of every description and cost of labour used in the construction completion and delivery of the steamers;
- (b) If it shall appear that the State at any time purchased any material machinery or equipment from any person other than the Commonwealth at a price greater than the price for which it could have obtained such material machinery or equipment from the Commonwealth under Clause 6 hereof the State shall be entitled to take such material machinery or equipment into account at the price only for which such material machinery or equipment could have been obtained from the Commonwealth;
- (c) If the Commonwealth shall not in fact have insured during construction and completion the first two similar steamers constructed at Williamstown a sum equal to the amount paid by the Contractor for premiums on the two contract steamers under Clause 16 hereof shall be added to the cost of the two steamers constructed at Williamstown.

14. A representative appointed by the Chief Executive Officer shall make monthly estimates of the value of the work done under this contract and shall give to the State a certificate of such value. In estimating such value the representative shall take into account the contract price of the contract steamers and the value of materials of every description and cost of labour used thereon up to the date of such estimate.

15. The Commonwealth shall pay to the State progress payments on account of the contract price of ninety per centum (90 per cent.) of the value stated in each monthly certificate of value after deducting from such ninety per centum (90 per cent.) the amount of all previous payments made under this contract and all amounts due by the State to the Commonwealth for plans specifications instructions material machinery and equipment furnished or supplied by the Commonwealth to the State under this contract and actually used in the construction of such contract steamers during the period covered by such monthly certificate.

Immediately on payment by the Commonwealth to the State of any progress payment in respect of any contract steamer such steamer and all material appropriated thereto shall be the property of the Commonwealth and so from time to time all materials added to and work done upon such steamer shall be the property of the Commonwealth but nothing in this clause shall relieve the State or the Contractor from its obligation to fully complete and deliver the said contract steamers to the Commonwealth.

16. The State shall insure in an office approved by the Commonwealth each of the said contract steamers from time to time in the name of the Commonwealth up to the full amount paid to the State by way of progress payments in respect of the steamer and shall whenever called upon so to do by the Chief Executive Officer produce and hand over the policy of insurance and receipts evidencing the payment of all premiums thereon up to date. Such insurance shall cover all risks to the steamer by fire or accident marine or otherwise during the construction launching trial and delivery of the steamer.

17. On completion of trial and delivery of each contract steamer as aforesaid to the satisfaction of the Commonwealth as certified by the Chief Executive Officer the Commonwealth shall pay to the State the balance of the contract price in respect of such steamer after deducting therefrom all progress payments previously made in respect of such steamer and all amounts remaining due by the State to the Commonwealth for plans specifications instructions materials machinery or equipment furnished or supplied by the Commonwealth to the State under this contract.

18. Subject to the terms and agreements made between the State and the Contractor and to any deductions therein provided for the State shall pay to the Contractor the sums received in respect of each contract steamer aforesaid as and when received all in terms of the conditions of payment above set forth.

19. If an order to wind up the Contractor be made or a resolution to wind up be passed by the shareholders or if any execution be levied upon its lands or goods or if the Chief Executive Officer shall certify under his hand to the Commonwealth or to the State that in his opinion the Contractor—

- (1) Had abandoned the contract; or

Mersey Shipbuilding Company's Loan.

- (2) Has without lawful excuse under this contract suspended the progress of the said construction or equipment for twenty-one days after receiving from the Chief Executive Officer written notice to proceed; or A.D. 1918.
- (3) Has failed to make progress to the satisfaction of the Chief Executive Officer with the said construction and equipment for twenty-one days after receiving from the Chief Executive Officer written notice to proceed; or
- (4) Has failed to remove materials or to pull down and rebuild work for twenty-one days after receiving from the Chief Executive Officer written notice that the said materials or work were condemned or rejected by the Chief Executive Officer; or
- (5) Has failed to submit any work or material to proper tests for twenty-one days after receiving notice from the Chief Executive Officer requiring the same; or
- (6) Has failed to permit the Chief Executive Officer to have access to the said shipyard for any of the purposes of this contract; or
- (7) Has failed in any other respect to carry out the provisions of this contract and such failure has continued for fourteen days after notice to remedy the same has been given by either the Commonwealth or the State to the Contractor—

then and in every such case the Commonwealth or (if the Commonwealth notifies the State in writing that it does not intend to exercise this power) the State may take possession of the shipyard or premises where the said steamers are being or to be constructed and may appoint some other person to continue and complete the performance of this contract without interference by the Contractor.

20. If there shall be at any time unreasonable delay by the Commonwealth in furnishing to the Contractor any plans specifications or instructions or in delivering to the Contractor any material machinery or equipment which the State has ordered under Clause 6 hereof the State and the Contractor shall be entitled to an extension of time for completing and delivering the steamer for which plans specifications or instructions or the material machinery or equipment were required equal to the time during which such unreasonable delay shall have lasted.

21. The State and the Contractor shall in the performance of this agreement at all times observe the conditions and principles relating to shipbuilding set out in or which may reasonably be inferred from the printed statement hereunto annexed and from Clauses 5 and 6 of an agreement made by the Commonwealth with labour organisations (which clauses are set forth in the schedule hereto) and such conditions and principles shall be binding upon the State and the Contractor in relation to the performance of this agreement.

22. The Chief Executive Officer shall be entitled to appoint an auditor or auditors who shall have free access at all reasonable times to all books and documents relative to this contract belonging to either the State or the Contractor and may make reports thereon to the Chief Executive Officer as to the costs of construction and any other matters that he may direct. If the actual cost to the contractor of constructing and delivering the said contract steamers shall exceed the rate of Twenty-eight Pounds (£28) per ton deadweight capacity an officer appointed in writing by the State for the purpose shall be given access at all reasonable times to all books and documents of the Commonwealth relative to the cost of constructing and completing the first two similar steamers constructed at Williamstown for the purpose of ascertaining the cost of constructing and completing such steamers.

23. The Contractor shall not be at liberty to assign this contract or the benefit thereof either in equity or at law.

24. In the event of any dispute or difference arising between any of the parties as to the meaning of these presents or as to the obligations of any party thereunder or as to any loss or damage claimed to have been sustained by any party hereto or as to any matter or thing in any way connected with the premises the same shall be determined by arbitration under the laws of the State of Tasmania relating to arbitration by a single arbitrator mutually agreed upon or failing agreement then by two arbitrators one to be nominated by each of the parties to the difference or dispute and by an umpire to be appointed by such arbitrators.

25.—(1) The Contractor shall be liable to pay compensation under "The Commonwealth Workmen's Compensation Act 1912" to any person or persons employed by it in the performance of the contract as if the Contractor were included in the expression "the Commonwealth" in that Act and any such person or persons may recover compensation from the Contractor instead of from the Commonwealth.

(2) The Contractor shall indemnify and keep indemnified the Commonwealth against all claims which may be made against the Commonwealth under the said "Commonwealth Workmen's Compensation Act 1912" by or in respect of any person or persons employed by the Contractor in the performance of the contract. And the Contractor shall insure and keep insured the Commonwealth against all claims which may be made against the Commonwealth under the said Act by or in respect of any person or persons employed by the Contractor in the performance of the contract.

Mersey Shipbuilding Company's Loan.

A.D. 1918. (3) The Contractor shall produce and hand over to the Chief Executive Officer whenever required so to do the policy or policies of insurance in respect of any insurance effected pursuant to this clause and receipts evidencing payment of all premiums necessary to keep such policy or policies in full force and effect.

26. Any order notice or communication to be given or made by the Commonwealth to the State or the Contractor under this contract shall be deemed to have been duly given or made by the Commonwealth if signed by or on behalf of the Chief Executive Officer and delivered to or sent by prepaid letter addressed to the State or to the Contractor as the case may be at the office of the Premier or the usual or last known address of the Contractor.

Schedule.

" 5. That the rates and hours of labour and conditions already prescribed or hereafter prescribed by any Court of Arbitration or Wages Board under any Commonwealth or State law shall be paid to or any existing agreements shall be observed in respect of all persons working day work in any yard or shop which is engaged on shipbuilding under the Commonwealth scheme.

" 6. That the tribunals appointed as agreed to by the Shipbuilding Conference shall not have jurisdiction to deal with the day work rates and conditions of employment prescribed by such courts but shall have exclusive jurisdiction to settle rates for piecework and all disputes as to the meaning of this agreement or arising therefrom and their decision shall be final and accepted as such by all unions and persons engaged upon the Commonwealth Government shipbuilding work whether such work be carried on direct by the Commonwealth or by private firms."

In witness whereof the parties hereto have hereunto set their hands the day and year first above mentioned—

Signed by THE ACTING PRIME MINISTER OF THE COMMONWEALTH OF AUSTRALIA in the presence of—

(Sd.) M. N. SHEPHERD.

(Sd.) W. A. WATT.

Signed by THE PREMIER OF THE STATE OF TASMANIA in the presence of—

D. W. ADDISON.

(Sd.) W. H. LEE.

The Common Seal of THE MERSEY SHIPBUILDING COMPANY LIMITED was hereunto affixed in the presence of—

(Sd.) D. C. FINLAYSON, }
(Sd.) WM. REID BELL, } Directors.

(L.S.)

C. W. LINDLEY, Secretary.

THE following conditions are those to be applied in interpreting the provisions of Subsection (a) of Clause 13 of the Agreement dated the Twenty-third day of July One thousand nine hundred and eighteen and made between The Honourable WILLIAM ALEXANDER WATT, Acting Prime Minister of The Commonwealth of Australia of the first part The Honourable WALTER HENRY LEE Premier of the State of Tasmania of the second part and THE MERSEY SHIPBUILDING COMPANY LIMITED of Devonport Tasmania of the third part.

Dated this twenty-third day of July One thousand nine hundred and eighteen.

SHIPBUILDING COSTING SYSTEM.

Definition of "On Costs" as Applied at Williamstown Yard.

"On cost" charges to be allocated under Item No. 5 of the list of working numbers issued in connection with shipbuilding includes the following items:—

1. Labour and stores which are an indirect charge to the ship construction such as a properly calculated proportion of labour coal and stores used in connection with the supply of power light water or air service sanitary and general expenses in connection with the running of the plant and shops.

Note.—"Properly calculated proportion" is arrived at by splitting the total amount spent on the items quoted between the amount spent in wages on ship construction and other work *pro rata*.

2. A properly calculated proportion of the cost in labour and stores of the repairs and maintenance of the general plant tools buildings and equipment of the yard.

Mersey Shipbuilding Company's Loan.

3. A properly calculated proportion of the cost of supervision and office expenses.

A.D. 1918

Note.—Supervision covers the yard manager and assistants technical and clerical staff and general foremen but excludes directors' fees.

4. A properly calculated proportion of the cost of depreciation and interest on the capital cost of the yard.

Note A.—The cost of laying off making templates &c. &c. is provided for in a separate item.

B.—The initial cost of making including labour of keel blocks ways and scaffolding is a direct charge to capital cost but alterations to suit the special requirements of the ships together with erecting blocks additional staging &c. would be chargeable to the special item provided for keel blocks ways &c. Repairs or replacements due to damaged or worn-out parts during the construction would also form a charge to the same item.

C.—The cost of unloading and stacking steel is provided for in a special item

Signed by the ACTING PRIME MINISTER OF THE COMMONWEALTH OF AUSTRALIA in the presence of—

W. A. WATT.

M. N. SHEPHERD.

Signed by the PREMIER OF THE STATE OF TASMANIA in the presence of—

W. H. LEE.

EDGAR H. WARD.

The Common Seal of THE MERSEY SHIPBUILDING COMPANY LIMITED was hereunto affixed by order of the Board of Directors in the presence of—

D. C. FINLAYSON, }
WM. REID BELL, } Directors.

(Seal.)

C. W. LINDLEY, Secretary.

Copy of Printed Statement referred to in Clause 21 of Foregoing Agreement.

SHIPBUILDING CONFERENCE held at Parliament House, Melbourne, on 12th, 13th, and 14th June, and 11th and 12th July, 1917, between the Prime Minister (Right Hon. W. M. Hughes) and Minister for the Navy (Right Hon. Joseph Cook) and representatives of the New South Wales Victorian, and South Australian Labour Organisations interested in the Shipbuilding Industry.

Statement (extracted from the notes of the proceedings of the Conference) of the conditions upon which the Commonwealth Government is prepared to at once establish the industry, and upon the basis of which the private conference of the delegates decided to recommend to the constituent unions the adoption of the Government's proposals.

1. CONTINUITY OF OPERATIONS.

The Government requires from the unions a guarantee in regard to continuity of operations. Once the industry is started, the work must not be stuck up through a strike consequent on one union doing another union's job, or a dispute arising out of something which is conceived to be opposed to the terms of any award or the rules or customs of the union, or from any other cause under the control of the unions. If a dispute arises, it must be settled, but the men must keep on; the work must not be stuck up in consequence of the dispute.

The Government will provide means of redress, through tribunals to be appointed, if the union or unions have a grievance. The Government will guarantee continuity of employment, as far as practicable.

Mersey Shipbuilding Company's Loan.

A.D. 1918.

2. DILUTION OF LABOUR.

The Government has no desire or intention to displace skilled labour, and will conserve to the skilled man that which properly belongs to him.

In view of the extreme urgency of the matter, and the need of providing the ships with the utmost possible expedition, the Government requires that whatever there is in the rules or customs of the various unions which stands in the way of speedy work shall be waived. The necessity for the dilution of labour largely or wholly arises from the scarcity of skilled labour that claims the sole right to do that particular work, and the Government requires that dilution shall be enforced to whatever extent may be necessary to insure that there will be no delays.

Whatever work can be done by unskilled labour must be done by unskilled labour, if that is necessary, to construct the ships in a reasonable time. The Government does not propose to introduce a system which will have the effect of displacing skilled labour by unskilled labour. That is not the idea at all. The Government is as much opposed to the displacement of skilled labour by unskilled labour as the unions are, and does not propose to cut the wages down. The necessity for, and the precise application of, this principle in any particular case will be determined on its merits by the Board or tribunal hereafter referred to. The unions will have the right to arrange amongst themselves as to how their trades shall be diluted. The Board will only be appealed to if the unions cannot settle it. In the event of the unions not supplying a sufficient quantity of the labour requisite, the Government shall be at liberty to get the residuum where it can.

Questions of demarcation will be left to the unions concerned to settle amongst themselves. In the event of the unions which are parties to such disputes being unable, in any particular case, to agree, the matter will be decided by the local Board or tribunal.

Should any trade be diluted with unskilled labour, and further skilled labour become available, the unskilled labour will be displaced to accommodate the skilled labour.

The diluting labour will be governed by the rules and conditions of the union or unions controlling the trade which is diluted.

Apprentices in their last year will be given preference over unskilled labour when dilution is necessary, and will receive the award rates.

Dilution of labour by unskilled labour will not be required while skilled mechanics are available. It is only where there is not enough labour to do the work that dilution will be necessary.

Where the parties concerned (*i.e.*, the management and the unions controlling the work requiring dilution) cannot agree as to the class of labour that should follow, the matter will be referred to the tribunal for decision.

While the Government does not take exception to the *principle* that the minimum rate paid to the higher class of work should be paid to the diluting labour, it insists that there can be no hard and fast rule in regard to its *application*. This will depend on the circumstances. According to circumstances, and as far as possible, the principle of equal pay for equal work will be regarded. Where there is any dispute on this point, the question will be submitted to the tribunal, whose decision shall be final.

3. PIECEWORK.

Nothing in the union rules or customs, or otherwise, shall operate to prevent a man doing as much in a day as he is able to do. Piecework is regarded by the Government as a necessary stimulus because of the vital necessity for expeditious work in constructing ships to meet the present grave emergency. The minimum rate in any trade or calling shall be the basis, and if a man works harder or faster on that basis he will be paid accordingly, and in no circumstances will he be reduced. No man will be paid less than the minimum wage prevailing, and excess rates will be paid above that. The piecework rates will be fixed by the tribunal, on the basis of the minimum amount of work that might fairly be expected for the minimum wage.

The Government recognises that neither dilution of labour nor piecework will apply to some trades, because of the particular circumstances of those trades, but where the circumstances of the trade demand piecework it will apply to all men engaged on the job.

The Government will not ask any man, in the interests of the industry, to do piecework to the risk of his life, nor will it seek to enforce the adoption of any practices that are unsafe or which endanger health.

4. ESTABLISHMENT OF BOARDS OR TRIBUNALS.

The Government gives an undertaking that a Board or Tribunal will be attached to each industry concerned in the building of ships, which will deal at once with all disputes (including demarcation disputes), and settle them without delay.

Mersey Shipbuilding Company's Loan.

These Boards will, in general, consist of a representative of the employees, a representative of the employer, and an independent chairman mutually agreed upon by the employer and employee. A.D. 1918.

Where the number of men is considerable, each yard will have a sectional Board. The main Board will have power to determine the rate of wages for the persons engaged in the industry. The sectional Boards will have power to determine disputes arising in the particular yard. The desire of the Government is to secure the co-operation of the unions and remove the basic causes of the disputes.

In the event of the chairman of a local Board not giving satisfaction to either of the parties represented thereon, or of the respective parties' nominees being unable to agree on the appointment of a chairman, a chairman shall be nominated by the chairman of a Court of Appeal which the Government will set up, having jurisdiction over the whole of the industries engaged in shipbuilding.

The Government will also appoint superior Boards in each State to rectify matters that the local tribunals are unable to settle.

GENERAL PROVISIONS.

(a) *Duration of the Agreement.*—The Agreement is to last till the end of the war and for a period of twelve months afterwards.

(b) *Reversion to Present Conditions at Expiration of Agreement.*—The Government guarantees the complete restitution of all union rights when the object of this Agreement is attained. At the end of the period covered by the Agreement, any rule which the unions agree to waive or relax will automatically come back into operation, and the unions will revert, if they so wish, to the existing condition of things, and have restored to them all the rights and privileges which they now enjoy. Statutory provision will be made for this reversion to the existing state of things.

(c) *The Application of the Agreement to Outside Employers.*—The Agreement made with the unions will govern all shipbuilding in Australia, and no shipbuilding for which the Government takes any responsibility will be undertaken except with organisations that are prepared to enter into that arrangement.

In the event of a system of piecework on the lines of that agreed upon herein being adopted by private employers, the same restrictions and safeguards as apply to the Government undertaking will be made to apply to the private employment, and any necessary action would be taken to prevent the unions from being deprived of the protection which they have under this Agreement.

The terms of this Agreement will be made part of any contract let to persons supplying material required in this industry.

(d) *Increases in the Cost of Living.*—The Boards or Tribunals will investigate any alleged increases in the cost of living during the currency of the Agreement. When such increases reach a certain point, the employees will automatically obtain a corresponding increase of wage.

(e) *Rate of Wages.*—The Government undertakes that the wages fixed in the shipbuilding industry will not be less than the basic wages fixed by the Commonwealth Arbitration Court or existing agreements.

(f) *Preference to Unionists and Engagement of Labour.*—The principle of Preference to Unionists, as it exists to-day, will not be altered. Every unionist will have a fair chance of engagement on his merits, irrespective of whether he is selected by the Union Secretary or not.

A trial will, if considered workable, be given to a system of engaging labour on the lines of that in operation in New South Wales, where a Commonwealth officer, located in the Trades Hall, registers and selects the labour required for Commonwealth works.

I have read the foregoing Report, and agree that it is a correct statement.

W. M. HUGHES.

The foregoing is, in the opinion of the Committee appointed, and whose names appear hereunder, a concise and correct summary of the statements made at the Conference by the Prime Minister in regard to conditions of employment in the proposed shipbuilding industry.

W. J. DUGGAN.
R. O'HALLORAN.
T. DAVIES.
J. MacLACHLAN.
S. HAMPSON.
W. A. BROWN.

17th July, 1917.

Mersey Shipbuilding Company's Loan.

A. D. 1918.

"B."

SHIPYARD CONSTRUCTION AGREEMENT.

AGREEMENT BETWEEN THE PREMIER OF THE STATE OF TASMANIA OF THE ONE PART AND THE MERSEY SHIPBUILDING COMPANY LIMITED OF THE OTHER PART.

THIS INDENTURE made the Twenty-third day of July One thousand nine hundred and eighteen between The Honourable WALTER HENRY LEE being and as the Premier of Tasmania for and on behalf of the Government of Tasmania (hereinafter called "the Premier" which expression shall mean the Premier of Tasmania for the time being for and on behalf of the Government of Tasmania) of the one part and THE MERSEY SHIPBUILDING COMPANY LIMITED a Company registered under "The Companies Act 1869" and carrying on business at Devonport in Tasmania (hereinafter called "the Company" which expression shall mean and include its assigns) of the second part. Whereas the Company is possessed of certain freehold and leasehold lands situate at Devonport aforesaid and of certain buildings plant machinery gear tools and appliances of the value of Six thousand one hundred and eighty-two Pounds (£6182) or thereabouts the particulars whereof are set out in the schedule hereunder written. And whereas the Company has entered into a contract bearing even date herewith with the Prime Minister of the Commonwealth of Australia and the Premier for the construction at the shipyard hereinafter mentioned and for delivery to the said Commonwealth of two steel cargo steamers on the terms and conditions set out in the aforesaid contract. And whereas it is deemed to be expedient to encourage and support the shipbuilding industry in Tasmania and pursuant thereto the Premier hath agreed to make advances to the Company for the purpose of constructing and equipping a shipyard for the building at Devonport aforesaid of the said steamers and such other ships or vessels of any description or kind as may be constructed therein during the period of fifteen years mentioned in Clause Five hereof or during the period while the sum of Forty thousand Pounds (£40,000) mentioned in Clause Three hereof or any portion of the said sum or any interest thereon shall remain owing to the Premier by the Company and the Company hath agreed with the Premier to accept such advances and construct and equip such shipyard upon the terms and conditions hereinafter provided NOW THIS INDENTURE WITNESSETH—

1. The Company shall forthwith upon the execution of these presents and continue with all reasonable despatch to construct and fully equip a shipyard for the building of ships at Devonport aforesaid and shall complete same within six months from the signing of these presents.

The site and all plant and materials required for such construction and equipment of such shipyard shall be provided by the Company.

2. The said shipyard shall be of such a nature and dimensions as to admit of the building thereon of steel cargo steamers not less than three hundred and thirty-one feet in length B.P. and forty-eight feet beam and shall be constructed and equipped in accordance with the terms hereof.

3. The Premier hereby agrees (subject as hereinafter mentioned) to make advances to the Company of an amount not exceeding Forty thousand Pounds (£40,000) for the purpose of acquiring such lands and installing such machinery and equipment as may be necessary (in addition to the lands buildings and other effects hereinbefore referred to) to construct and equip such shipyard at Devonport. No part of the said sum of Forty thousand Pounds (£40,000) shall be advanced to or applied by the Company for the purpose of paying for the said lands buildings or effects mentioned in the said schedule or for any of them or for any part thereof. No part of the aforesaid sum shall be advanced by the Premier to the Company until the Company has issued to the Premier or his nominee or nominees the mortgage debenture or debentures mentioned in Clause Seven hereof and until the Company has satisfied the Premier or his nominee or nominees that such debenture or debentures have been duly issued by the Company in accordance with the formalities prescribed by the articles of association of the Company.

4. Before any advance shall be made by the Premier to the Company of any portion of the abovementioned sum of Forty thousand Pounds (£40,000) the Company shall satisfy the Premier that it has at its immediate command for the purpose of carrying on its shipbuilding operations the sum of Ten thousand Pounds (£10,000) in cash or shall obtain and deliver to the Premier the guarantee in writing of some bank to be approved of by the Premier carrying on business in Tasmania or such other guarantee or security as the Premier in his absolute discretion may approve that such last-mentioned sum of Ten thousand Pounds (£10,000) will be available as and when the same shall be required for such purpose as aforesaid.

5. The Company shall repay to the Premier the amount of all advances made to the Company by the Premier under Clause Three hereof by equal quarterly instalments extending over the period of fifteen years from the date hereof the first of such quarterly instalments to be paid at the expira-

Mersey Shipbuilding Company's Loan.

A.D. 1918.

tion of nine months from the date of this agreement and the Company shall also pay to the Premier interest on the amount of all such advances from the respective dates of the same having been advanced at the rate of Six Pounds Ten Shillings (£6 10s.) per centum per annum payable quarterly the first payment of interest to be made at the expiration of nine months from the date hereof. Provided however that if and whenever the Company shall pay to the Premier interest for any quarter on the due date thereof or within fourteen days thereafter at the rate of Six Pounds (£6) per centum per annum then the Premier will accept interest for that quarter at the lastmentioned rate in lieu of the interest at the rate of Six Pounds Ten Shillings (£6 10s.) per centum per annum as hereinbefore provided.

6. Notwithstanding anything hereinbefore contained to the contrary if in any financial year of the Company's business the net profits of the Company shall amount to more than six per centum of the capital of the Company paid in cash (or in tangible assets in lieu of cash) then the Company shall pay to the Premier in reduction of the advances made to the Company as hereinbefore provided and in addition to any other sum or sums payable to him under this agreement seventy-five per centum of the surplus net profits over and above six per centum of the capital of the Company as above defined and upon any such payment being made as last aforesaid or upon any other payment being made by the Company to the Premier on account of the principal moneys owing by the Company to the Premier under this agreement in accordance with the proviso next hereinafter contained interest shall thereafter cease to be paid on the amount so paid off and shall be payable only on the balance of the said sum of Forty thousand Pounds (£40,000) still remaining unpaid but the quarterly payments to be thereafter made in repayment of the said sum shall not be diminished by reason of any such repayments as shall be made under this clause although the full payment of the said sum of Forty thousand Pounds (£40,000) shall be accelerated thereby in such a way that the same shall with interest be fully paid and satisfied before the expiration of the said period of fifteen years. Provided always that the Company may at any time upon giving to the Premier one month's notice in writing of its intention so to do pay off the whole or any portion of the said sum of Forty thousand Pounds (£40,000) remaining owing to the Premier. And provided further that all moneys received by the Premier from the Company under this agreement shall be applied in the first place in satisfaction of the interest for the time being owing hereunder and the balance only of such moneys (if any) shall be applied in repayment of the principal moneys still remaining unpaid.

7. The repayment of the said sum of Forty thousand Pounds (£40,000) shall be secured by a first mortgage debenture or first mortgage debentures to be issued by the Company to the Premier or his nominee or nominees to the value of Forty thousand Pounds (£40,000) bearing interest at the rate aforesaid and payable in manner aforesaid containing a first charge (fixed and not floating) on all the undertaking and assets of the Company (hereinafter called "the mortgaged premises") including the freehold and leasehold lands plant machinery gear tools and appliances mentioned in the said schedule and all future assets of any kind or description whatever to be hereafter acquired by the Company and all the uncalled capital of the Company for the time being subject however in respect of such uncalled capital to any charge or charges thereupon to an amount in all not exceeding Ten thousand Pounds (£10,000). And the deed or deeds constituting such mortgage debenture or mortgage debentures shall contain covenants by the Company for payment of the principal interest and other moneys to be thereby secured and for the observance and performance of all the terms and conditions of this agreement and full powers for the Premier or his nominee or nominees in case of default by the Company to sell or to enter upon and take possession of the mortgaged premises to carry on the business of the Company to appoint a receiver or to let the mortgaged premises for any period not exceeding twenty-one years and all other covenants powers and provisions usually contained in mortgage debentures of a similar kind. All stamp duties registration fees or other out of pocket expenses payable in connection with the issue or registration of the said deed or deeds shall be borne by the Company and if any such shall be paid by the Premier or his nominee or nominees in the first instance the same shall be paid by the Company to the Premier on demand and failing payment shall be deducted from the moneys payable under the first certificate granted under Clause Ten hereof subsequent to such demand being made together with interest thereon from the time of such demand until such deduction as aforesaid at the rate of Six Pounds Ten Shillings per centum per annum and in the meantime shall be a charge on the mortgaged premises. The Premier shall also be at liberty in addition to any other remedy he may have hereunder from time to time to deduct from any moneys payable by him to the Company under the beforementioned agreement bearing even date herewith (a copy of which agreement is hereunto annexed and marked "A") any amount or amounts owing by the Company to the Premier hereunder for principal interest or otherwise and which is or are for the time being overdue and unpaid and also the amount of any moneys which may have been advanced or paid by the Premier for and on behalf of the Company either in payment

Mersey Shipbuilding Company's Loan.

A.D. 1918. of freight or any material machinery or equipment required by the Company for the purpose of carrying out the beforementioned agreement or for any other purpose whatsoever in connection therewith.

8. The said shipyard shall be constructed and equipped to the satisfaction of the supervisor for that purpose appointed from time to time by the Premier.

9. The Company shall at the direction of the supervisor mentioned in Clause Eight hereof submit any material or work to proper tests and will give the said supervisor or his authorised agent every facility for the inspection of the said shipyard materials and work and for such purpose shall when required by the said supervisor open up work which has been covered in. On the said supervisor condemning any material or work as not being in accordance with the specifications or not of good quality the Company shall immediately remove such materials or pull down such work as the case may be. The Company shall at all times give the said supervisor or his agent access to the said shipyard and every part thereof for the purpose of this contract.

10. The said supervisor shall at the end of each month during the progress of such construction and equipment estimate the value of the work and materials actually done or used during the month or since the last advance and he shall grant to the Company a certificate declaring such value and seven days after such certificate is presented to the Premier the Premier shall advance to the Company a sum equal to ninety per centum of such value. Provided always that the Premier may refuse to advance such sum or any portion thereof if the said supervisor states in such certificate that in his opinion the progress of such construction and equipment by the Company is not satisfactory or the Company has in any other way done or neglected to do anything so as to prevent such construction and equipment being completed by the Company in accordance with the contract. A certificate within this clause is not to be considered an approval by the said supervisor of the construction and equipment in respect whereof it is granted or of the materials used therefor nor a waiver of any rights of the Premier arising under the contract against the Company.

11. The Company shall upon production to the Premier of a final certificate by the said supervisor of completion and equipment of the said shipyard be entitled to receive from the Premier the sum mentioned in such certificate as the balance of the value of such construction and equipment after deducting from the total value thereof the payments already made by the Premier to the Company on all prior certificates hereunder.

12. The Company shall insure and keep insured to its full insurable value in the joint names of the Premier and the Company in an insurance office to be approved by the Premier the said shipyard and equipment so far as the same have been constructed and equipped from time to time and shall from time to time as required by the said supervisor increase the amount of such insurance as the construction and equipment of such shipyard proceeds and shall deposit such policy with the Premier and shall pay all premiums becoming due thereon as they become due and if the Company fails to increase the amount of such insurance within seven days of its being required so to do by the said supervisor or fails to pay any premium within seven days after it becomes due then the Premier may increase the amount of such insurance or pay such premium and deduct the expense so incurred from the money payable under the certificate next granted under Clause Ten hereof. All moneys paid under such insurance shall be received by the Premier who shall pay as much of it as may be required for the purpose of replacing rebuilding or repairing the said shipyard and equipment then constructed and equipped and which have been damaged or destroyed according to the supervisor's certificate and the balance (if any) shall be handed to the Company.

13. The Company shall make such variations from such construction and equipment of the said shipyard as the supervisor may direct them in writing to make and the construction and equipment of the said shipyard with such variations shall be taken to be the subject of this contract.

14. If an order to wind up the Company be made or a resolution to wind up be passed by the shareholders or if any execution be levied upon its lands or goods or if the said supervisor shall certify under his hand to the Premier that in his opinion the Company—

- i. Has abandoned the contract or
- ii. Has suspended the progress of the said construction or equipment for twenty-one days after receiving from the said supervisor written notice to proceed without any lawful excuse under this contract or
- iii. Has failed to make progress with the said construction and equipment for twenty-one days after receiving from the said supervisor written notice as hereinbefore provided or
- iv. Has failed to remove materials from the site or to pull down and rebuild work for twenty-one days after receiving from the said supervisor written notice that the said materials or work were condemned or rejected by the said supervisor under Clause Nine hereof or

Mersey Shipbuilding Company's Loan.

- v. Has failed to submit any work or material to proper tests for twenty-one days after receiving notice from the said supervisor requiring the same or
- vi. Has failed to permit the said supervisor to have access to the said shipyard for any of the purposes of this contract or
- vii. Has failed in any other respect to carry out the provisions of this agreement and such failure has continued for twenty-one days after notice to remedy same—

A.D. 1918.

then and in every such case the Premier may thereupon determine this contract and all advances heretofore made hereunder by the Premier to the Company with interest thereon at the rate of Six Pounds Ten Shillings per centum per annum from the date of every such advance shall become due and payable by the Company to the Premier and the same shall be deemed to be a debt duty or damage due by the Company to His Majesty the King and may be recovered accordingly. And it is hereby provided further that if the Company shall fail or refuse to build such steamers or any of them as hereinbefore mentioned in accordance with the contract entered into by the Company as hereinbefore recited then and in every and any such case all advances made to the Company as aforesaid for the construction and equipment of the said shipyard or so much thereof as shall be outstanding and unpaid shall thereupon become due and payable to the Premier with interest thereon at the rate of Six Pounds Ten Shillings per centum per annum as from the date of such advance and shall be deemed to be a debt duty or damage due by the Company to His Majesty the King and may be recovered accordingly.

15. In the event of any interruption or delay to the work under this agreement through causes over which the Company has no control the Company shall not be liable to the State in respect of any damage or loss caused by such interruption or delay and such interruption or delay shall in no way be deemed to be or to cause any breach of this agreement but the time for completion and equipment of the said shipyard shall be extended for a period equal to the time necessarily lost by reason of such interruption or delay.

16. In addition to any rights which the Premier may have under Clause Fourteen hereof or under or by virtue of the mortgage debenture or debentures before mentioned or the deed or deeds constituting or giving effect to same and without prejudice to any such rights aforesaid the Premier shall be at liberty either by himself or his agents or appointees in the event of the failure of the Company to carry out the terms of this agreement or on the happening of any of the events mentioned in Clause Fourteen hereof to take possession of the shipyard or the site provided by the Company therefor and to complete the construction and equipment of such shipyard if the same shall not then be completed and (subject to the right of the Commonwealth to enter into possession of the said shipyard as in the said contract of the Company with the Prime Minister and the Premier is provided) to remain in possession of the aforesaid shipyard and to carry out the aforesaid contract according to the terms thereof or upon such other terms as may be agreed upon between the Prime Minister and the Premier and to carry on such further shipbuilding operations as the Premier may desire until the Premier shall out of the net profits of such contract and of such further shipbuilding operations as aforesaid be reimbursed the amount of all advances received by the Company from the Premier which shall be outstanding and unpaid together with interest thereon in the meantime at the rate aforesaid and for all or any of the purposes aforesaid the Premier shall be at liberty to use the plant machinery gear tools and appliances of the Company without being answerable for any loss deterioration or damage thereof or thereto and he shall not during the time he shall be in possession of the aforesaid shipyard or site be liable to the Company for any rent or other payment in respect thereof or for any damage to or deterioration of the said shipyard or site. Provided however that the Premier may at any time give up possession to the Company of the said shipyard or site if he shall so desire upon such terms as shall be mutually agreed upon between the parties hereto and in default of agreement the Premier shall be at liberty to exercise his rights under such debenture deed or deeds as aforesaid.

17. The Company shall in every year during which this agreement shall continue furnish the Premier with a copy of the balance-sheet trading account and profit and loss account for that year as soon after the preparation thereof as shall be reasonably practicable.

18. The Premier shall be entitled to appoint an auditor who shall have free access at all reasonable times to all books and documents belonging to the Company relative to this agreement or to the operations of the Company in respect of its shipbuilding industry.

19. In the event of any dispute arising between the parties to this agreement or as to the obligations of either party thereunder or as to any loss or damage claimed to have been sustained by either party hereto or as to any matter or thing in any way connected with the premises the same shall be determined by arbitration in the manner provided by "The Arbitration Act 1892"

Mersey Shipbuilding Company's Loan

A.D. 1918. 20. Any order notice demand or communication to be given or made by the Premier or the said supervisor to the Company under this agreement shall be deemed to have been duly given or made by the Premier or the said supervisor if signed by or on behalf of the Premier or the said supervisor and delivered to or sent by prepaid letter addressed to the Company at Devonport aforesaid.

In witness whereof the Premier has hereunto set his hand and seal and the Common Seal of The Mersey Shipbuilding Company Limited was hereunto affixed the day and year first hereinbefore written.

Schedule Above Referred to.

Schedule of Slip Assets.

	£	s.	d.
Freehold land and leases at Devonport	1875	0	0
Buildings—			
Store, 30 feet x 21 feet	45	0	0
Blacksmith's shop, 30 feet x 18 feet, iron	65	0	0
Two-roomed office, 23 feet x 12 feet, iron roof	65	0	0
Sawmill building, 81 feet x 46 feet, iron roof	150	0	0
Machine shop, 35 feet x 43 feet, iron roof	65	0	0
Boatbuilding shed, 35 feet x 43 feet, iron roof	125	0	0
Shipbuilding shed, 146 feet x 28 feet, iron roof	185	0	0
Boiler-house, 30 feet x 8 feet, all iron	50	0	0
Slipway carriage and winding plant	1650	0	0
Boiler and engine, steam-pipe and connections	425	0	0
Sawmill, frame saw, circular saw, overhead crane with travelling gear, spare saws and belts	375	0	0
Jetty, 165 feet x 12 feet wide, 435 feet of 45-lb. rails	150	0	0
Wood-planing machine, tools, and belting	65	0	0
Band saw for wood, 3 spare saws and belt	75	0	0
Large road timber truck	25	0	0
Shaping machine and tools with double table	85	0	0
Punching and shearing machine	75	0	0
Power drilling machine, tools, and belts	65	0	0
Nut-tapping and counter-sinking machine	25	0	0
Blacksmith's tools, forges, &c.	47	0	0
Vertical boiler, steam-piping, boxes for steaming, &c.	45	0	0
Sundry plant, tools, &c., for shipbuilding purposes	125	0	0
Timber sleepers for launching slipway	325	0	0
	£6182	0	0

Signed, sealed, and delivered by the Honourable
WALTER HENRY LEE in the presence of—
N. E. LEWIS, Hobart.

W. H. LEE.

(L.S.)

The Common Seal of THE MERSEY SHIPBUILDING
COMPANY LIMITED was hereunto affixed in the
presence of—

WM. REID BELL, }
D. C. FINLAYSON, } Directors.
C. W. LINDLEY, Secretary.

(L.S.)