

TASMANIA.



1937.

ANNO PRIMO

GEORGII VI. REGIS.

No. 78.

ANALYSIS.

1. Short title.
2. Approval of Agreement.
3. Power to Minister to give effect to Agreement.
4. Appropriation.
5. Regulations.

AN ACT to approve an Agreement made between *Robert Nettlefold* and others of the one part and the Chief Secretary on behalf of this State of the other part with respect to the Erection of certain Buildings at New Town for the purposes specified in such Agreement; and to provide for the carrying out of such Agreement. [20 December, 1937.]

A.D.
1937.

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 *War Veterans Home Act 1937*. Short title.

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Approval of
Agreement.

2 The Agreement made the seventh day of December, one thousand nine hundred and thirty-seven, between *Robert Nettlefold* and others of the one part and the Chief Secretary on behalf of the State of the other part, a copy of which (except for the plan annexed thereto) is set forth in the schedule, is hereby approved.

Power to
Minister to
give effect to
Agreement.

3 The Minister may do or cause to be done all such acts and things as may be necessary for carrying out and giving effect to the provisions of the agreement.

Appropriation.

4 All payments to be made by the Minister under the agreement shall be made out of the Consolidated Revenue which, to the necessary extent, is hereby appropriated accordingly.

Regulations.

5 The Governor may make regulations for the purposes of this Act.

THE SCHEDULE.

AN AGREEMENT made the seventh day of December one thousand nine hundred and thirty-seven BETWEEN ROBERT NETTLEFOLD of Hobart in Tasmania Merchant JOHN GELLI-BRAND of Risdon in Tasmania Knight Commander 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 one part and THOMAS GEORGE DE LARGIE D'ALTON of Hobart aforesaid the Chief Secretary for the State of Tasmania (hereinafter called "the Minister") for and on behalf of the Government of Tasmania (hereinafter called "the Government") of the other part WHEREAS the Trustees are the Trustees of a certain trust fund (hereinafter called "the said trust fund") which is held by the trustees upon trust (*inter alia*) for the benefit of War Veterans AND WHEREAS there exists in Tasmania a pressing need for a home or quarters (hereinafter called "the Quarters") where the War Veterans may be received housed and cared and provided for and maintained AND WHEREAS the Trustees are advised that the establishment of the Quarters is within the powers and authorities conferred upon the Trustees by the instrument creating the said trust fund AND WHEREAS by the instrument creating the said trust fund the Trustees are empowered (*inter alia*) to appoint and make provision for

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the appointment of any persons for the purpose of discharging such functions in connection with the Quarters and the management thereof as the Trustees may think fit and to delegate to any such persons any of the trusts or powers vested in or exercisable by the Trustees by virtue of the said instrument creating the said trust fund AND WHEREAS the Trustees being desirous that the Quarters should be established forthwith have made to the Minister an offer to assist in financing the erection of the same upon certain Crown Land situate at New Town in the City of Hobart aforesaid and being the land more particularly described in the Schedule hereto in accordance with the terms and conditions hereinafter appearing which offer has been accepted by the Minister on behalf of the Government AND WHEREAS it shall be deemed lawful for the Trustees and for the Minister on behalf of the Government to enter into and perform this Agreement.

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NOW IT IS HEREBY AGREED as follows:—

1. In this Agreement, unless there be something in the subject or context inconsistent therewith—

“The Trustees” shall mean the said Robert Nettlefold, Sir John Gellibrand, William Edward Lodewyk Hamilton Crowther, Geoffrey Archer Walch, and Samuel Herbert Hancox, and the survivor of them, and (in case there shall be no trustee living at the date of the decease of such survivor) the executors or administrators of such survivor, or other the Trustees or Trustee for the time being of the said Trust Fund:

“War Veteran” shall mean any male person who, during the continuance of any war in which the British Empire has been or shall be engaged:

- (a) Was, shall be, or shall have been a member of the Naval, Military, or Air Forces of Australia enlisted or appointed for or employed on active service outside or within the Commonwealth of Australia or on a ship of war; or
- (b) Was, shall be, or shall have been a member of the Army Medical Corps Nursing Service of Australia accepted or appointed by the Director-General of Medical Services for service outside or within the Commonwealth of Australia; or
- (c) Served, or shall have served, in the Naval, Military, or Air Forces of any part of the King's Dominions, and who proves to the satisfaction of the Trustees that he had before his enlistment or appointment for service been domiciled in Australia; or

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- (d) Was, shall be, or shall have been a member of the Army Medical Corps Nursing Service of any part of the King's Dominions, and who proves to the satisfaction of the Trustees that he had before his appointment to that service been domiciled in Australia; or
- (e) Was, shall be, or shall have been a member of the Young Men's Christian Association who was, shall be, or shall have been accepted for service with, and served or shall have served abroad or within the Commonwealth of Australia with, the Naval or Military Forces of Australia as a representative of that Association; or
- (f) Has been, or shall have been, awarded in respect of his employment the Australian Mercantile Marine War Zone Badge or the British Mercantile Marine Medal or any other badge, medal, or order which, in the opinion of the Trustees, may be equivalent thereto, and was during such employment domiciled in Australia; or
- (g) Entered, or shall have entered, into an agreement with the Commonwealth or the Minister of State for Defence to proceed to Great Britain or any other country outside Australia or to remain within the Commonwealth of Australia for the purpose of—
 - (i) Engaging in the work of producing munitions for the Imperial Government or otherwise; or
 - (ii) Serving under the Imperial Government in the Ministry of Munitions and engaged, or shall have engaged, in the work of producing munitions for the Imperial Government or otherwise, or served, or shall have served, under the Imperial Government in the Ministry of Munitions, and whose agreement with the Commonwealth or the Minister of State for Defence was not, or shall not have been, determined by reason of his failure to observe and perform any term or condition contained in the agreement, or by reason of his dismissal from any work in Great Britain or elsewhere during the continuance of the agreement because of any conduct of the worker which, in the opinion of the Minister, was

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or shall have been such as to justify the termination of the agreement;
or

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- (h) Entered, or shall have entered, into an agreement with the Commonwealth to proceed to Great Britain or elsewhere outside the Commonwealth of Australia or to remain within the Commonwealth of Australia, for the purpose of engaging in work as a labourer, fettler, or navy for the Imperial Government or otherwise, and engaged, or shall have engaged, in such work, and whose agreement with the Commonwealth or the Minister of State for Defence, was not, or shall not have been, determined by reason of his failure to observe and perform any term or condition contained in the agreement, or by reason of his dismissal from any work in Great Britain or elsewhere during the continuance of the agreement because of any conduct of the worker which in the opinion of the Minister, was such as to justify the determination of the agreement;
- (i) The term "War Veteran" as above defined shall include, in addition to the persons above-mentioned, any male persons coming within the same category who shall have served in the Naval, Military, Air, or other Forces or Services of Great Britain, wherever such persons shall have been domiciled, and so that the foregoing subparagraphs shall be read and construed in all respects as including Great Britain as well as Australia.

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. The Quarters shall be erected by the Government in accordance with the plans and specifications prepared by the Architect to the Trustees and approved by the Minister and signed by the parties hereto for the purposes of identification on a site to be mutually agreed upon between the parties hereto upon portion of the Crown Land situate at New Town aforesaid and being the land more particularly described in the Schedule hereto and such erection shall be commenced as soon as may be after the approval hereof by the Parliament of Tasmania and proceeded with to completion with all reasonable expedition.

4. The Government shall forthwith call for tenders for the erection of the Quarters in accordance with the said plans and specifications but no tender shall be accepted by the Govern-

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5. The amount to be made available or contributed to the Government by the Trustees out of the Trust Fund for or towards the erection of the Quarters shall be the amount of the tender which shall be accepted by the Government with the concurrence of the Trustees as aforesaid or the sum of Six thousand eight hundred Pounds whichever shall be the lesser amount.

6. All work performed or done and all materials provided or used in connection with the building or erection of the Quarters and all fittings therefor shall be to the satisfaction of and shall be passed and approved by the Architect to the Trustees.

7. As the erection of the Quarters progresses the Trustees shall from time to time out of the Trust Fund pay to the Government such sum or sums as may from time to time be certified by the Architect to the Trustees and approved by the Government Architect as being properly due and payable to the Contractor whose tender shall have been accepted as aforesaid in respect of the work done and materials provided in connection with the erection of the Quarters PROVIDED NEVERTHELESS that notwithstanding anything herein contained it shall not in any event be obligatory for the Trustees to pay or contribute towards the cost of the erection of the Quarters or otherwise any amount in excess of the sum of Six thousand eight hundred Pounds.

8. Upon the completion of the Quarters as aforesaid the Government will forthwith pay to the Trustees an amount equal to one half of the amount paid or payable by the Trustees to their Architect by way of fees for professional services rendered by him in connection with the preparation and completion of the said plans and specifications for the said Quarters and the supervision of the erection thereof.

9. The Government shall have the right of selecting and determining a name for the Quarters but no such name shall be selected or determined upon unless the same shall have been first concurred in by the Trustees and when such name has been selected and determined upon by the Government and concurred in by the Trustees the Quarters shall always be known by such name which name shall not be changed or altered without the concurrence in writing of the Trustees.

10. As soon as the Quarters shall be completed in accordance with the said plans and specifications they shall at the cost and expense of the Government be furnished and equipped suitably for the purposes for which the Quarters are intended

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but the Trustees may extend or afford to the Government such financial or other assistance as to the Trustees may from time to time appear desirable for the purposes aforesaid or any of them. A.D. 1937.

11. From the time when the Quarters shall have been completed as aforesaid the same together with the said land described in the Schedule hereto (hereinafter referred to as "the said Grounds") shall (subject to the provisions of clause 16 hereof) be used occupied and enjoyed as a rest home or quarters and grounds for the reception housing care maintenance and recreation of War Veterans and for no other purpose without the previous consent in writing of the Trustees BUT if there shall at any time be an insufficient number of the persons aforesaid THEN for the reception housing care maintenance and recreation of such citizens of the State of Tasmania as in the opinion of the Government may appear deserving thereof.

12. From the time when the Quarters shall have been completed as aforesaid the same shall be conducted administered managed and staffed by the Government or by such person or persons as the Government may from time to time think fit to appoint for that purpose and from that time the Quarters and the said grounds shall be wholly and adequately maintained by the Government in perpetuity for the purposes aforesaid and all financial and other responsibility (if any) of the Trustees in respect of the Quarters and the said grounds and the conduct administration management and maintenance thereof or otherwise shall absolutely cease and determine.

13. As soon as may be before the Quarters shall have been completed as aforesaid the Trustees shall place or cause to be placed and thereafter the Government shall maintain or cause to be maintained in a conspicuous position on or in the Quarters an inscription notification or memorandum to the effect that the Quarters represent a gift from the British Red Cross Society and the Order of St. John of Jerusalem.

14. Subject to the provisions of this agreement, the Government shall be at liberty from time to time to make, repeal, alter, and amend such rules or regulations as to it may appear necessary for or conducive to the control conduct, and management of the Quarters and the said grounds, and in particular for the purpose of regulating the admission, residence, discipline, control, and discharge of all persons thereto, therein, and therefrom and for the purposes of prescribing fees to be charged to such persons or any of them.

15. Notwithstanding anything contained in the last preceding clause or in any rules or regulations made by the Government for the purposes aforesaid, or any of them, if there shall

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16. In the event of there being established in Tasmania a Home or Institution having as one of its main objects the reception housing care and maintenance of War Veterans then and in such event the Government will on the advice and with the consent of the Trustees transfer to such last-mentioned Home or Institution all War Veterans who may then be resident in the Quarters AND thereafter the Government will allow and pay to the Trustees for the purposes of their Trust Fund or at the option of the Trustees to the Governing Body for the time being of such Home or Institution in perpetuity such an annual sum as shall be equal to the cost of maintaining in the Quarters in accordance with these presents for one year Forty War Veterans AND such annual sum shall be paid to such Governing Body by equal quarterly payments on the usual quarter days or at such other times or in such other manner as the Government from time to time agree upon with such Governing Body AND upon such transfer being made as aforesaid the said Quarters and the said grounds shall thereafter be held and retained by the Government for such purposes as the Government may thereafter from time to time determine and (save as is in this paragraph mentioned) all the obligations and liabilities of the Government to the Trustees under and by virtue of these presents shall thereupon absolutely cease and determine.

17. If at any time any question or dispute shall arise between the Trustees and the Government as to the purpose for which the Quarters and/or the said grounds are being used, and it is alleged that the Quarters and/or the said grounds are being used for purposes other than those mentioned therein, whereby its or their utility for such purposes is substantially diminished, such question or dispute shall be referred to arbitration in the manner provided by the Arbitration Act, 1892, and the regulations thereunder for the time being in force, and, if upon such arbitration it shall be found that the Quarters and/or the said Grounds has or have been used for such other purposes, and that their utility for the purposes in this Agreement stipulated have been substantially diminished, then and in any such case the Trustees may require the Government to pay and the Government shall thereupon pay to the Trustees such a sum not exceeding the sum of Eight thousand Pounds as shall have been expended by the Trustees in the erection and completion of the Quarters and for or towards the furnishing and equipping thereof and upon payment as aforesaid the Government shall be absolutely discharged and released from all liability soever under this Agreement.

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18. If this Agreement shall not be approved by the Parliament of the State of Tasmania before the thirty-first day of December, One thousand nine hundred and thirty-seven either of the parties hereto may, by notice in writing to the other determine the same, but the determination of this Agreement under the provisions of this clause shall not give rise to any claim by either party hereto for compensation, expenses or otherwise. A.D. 1937.

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

SCHEDULE HEREINBEFORE REFERRED TO.

ALL THAT piece or parcel of land situate at New Town in the City of Hobart in Tasmania containing Two acres and four-tenths of a perch or thereabouts and bounded on the north east by Two chains Sixty two links and two-tenths of a link south easterly along a roadway commencing at the junction of that roadway with Creek Road on the south east by One chain Thirteen links and six-tenths of a link south westerly along Crown Land again on the north east by Two chains Ninety links and eight-tenths of a link south easterly also along Crown Land again on the south east by Two chains One link and three-tenths of a link south westerly also along Crown Land on the south west by Twenty one links and three-tenths of a link north westerly also along Crown Land again on the south east by One chain seventy three links and two-tenths of a link south westerly also along Crown Land again on the south west by Four chains Nine links and three-tenths of a link north westerly also along Crown Land to Creek Road aforesaid and thence on the north west by Four chains Eighty three links and eight-tenths of a link north easterly in two bearings along that road to the point of commencement as the same is shown by the plan drawn hereon and there surrounded with red boundary lines.

SIGNED by the said ROBERT
NETTLEFOLD in the presence
of—
A. P. CRISP, Solicitor,
Hobart. } ROBT. NETTLEFOLD.

SIGNED by the said JOHN
GELLIBRAND in the presence
of—
C. L. GELLIBRAND, Land-
owner, Yea. } JOHN GELLIBRAND.

SIGNED by the said WILLIAM
LODEWYK HAMILTON CROW-
THER in the presence of—
A. P. CRISP, Solicitor,
Hobart. } WILLIAM EDWARD LODEWYK
HAMILTON CROWTHER.

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- A.D. 1937. SIGNED by the said GEOFFREY
 ARCHER WALCH in the pres-
 ence of—
 A. P. CRISP, Solicitor,
 Hobart. } G. A. WALCH.
- SIGNED by the said SAMUEL
 HERBERT HANCOX in the
 presence of—
 HAROLD BUSHBY, JUN.,
 Law Clerk, Hobart. } S. H. HANCOX.
- SIGNED by the said THOMAS
 GEORGE DE LARGIE D'ALTON
 in the presence of—
 E. BOYES, Civil Servant,
 Hobart. } TOM D'ALTON.