

NAVAL PROPERTIES TRANSFER.

No. 19 of 1925.

An Act to ratify an Agreement entered into between the Prime Minister of the Commonwealth and the Premier of the State of New South Wales respecting the surrender to the State of certain Land and for other purposes.

[Assented to 26th September, 1925.]

BE it enacted by the King's Most Excellent Majesty, the Senate, and the House of Representatives of the Commonwealth of Australia, as follows :—

Short title.

1. This Act may be cited as the *Naval Properties Transfer Act 1925*.

Commencement.

2. This Act shall commence on a date to be fixed by Proclamation.

Ratification of Agreement.

3.—(1.) The Agreement (in this Act referred to as “the Principal Agreement”) made between the Commonwealth and the State and set out in the First Schedule to this Act is hereby ratified and confirmed.

(2.) The Agreement made between the Commonwealth and the State and set out in the Second Schedule to this Act is hereby ratified and confirmed.

Certain land surrendered to State.

4. All the estate and interest of the Commonwealth in the lands, being portion of Goat Island, referred to in the Principal Agreement and delineated on the plan thereunto annexed marked “B” and described in the Schedule thereto are hereby surrendered to the State.

THE FIRST SCHEDULE.

AGREEMENT made the twenty-sixth day of October One thousand nine hundred and fifteen between The Honorable William Arthur Holman the Premier of the State of New South Wales (hereinafter referred to as "the Premier" which expression shall where the context so admits or requires be deemed to include his successors in office the Premier for the time being of the State of New South Wales) for and on behalf of the Government of the said State but not so as to incur or come under any personal liability of the one part and The Right Honorable Andrew Fisher the Prime Minister of the Commonwealth of Australia (hereinafter referred to as the "Prime Minister" which expression shall where the context so admits or requires be deemed to include his successors in office the Prime Minister for the time being of the Commonwealth of Australia) for and on behalf of the Government of the said Commonwealth (but not so as to incur or come under any personal liability) of the other part

WHEREAS the Commonwealth Government being desirous of establishing a Naval Depot and Dockyard in the said Commonwealth entered into negotiations with the Government of the said State as a result of which it was agreed between the Premier and the Prime Minister that the said Commonwealth Government should establish such Naval Depot and Dockyard on a site in the Harbour of Port Jackson in the said State consisting of Cockatoo Island and Schnapper Island and the waters adjacent thereto respectively upon the terms and conditions hereinafter set out AND WHEREAS in pursuance of such agreement the Commonwealth Government on the first day of February One thousand nine hundred and thirteen entered into possession of the said Cockatoo Island and Schnapper Island and of all improvements buildings structures erections dockyards machinery plant and stores thereon respectively NOW THIS AGREEMENT WITNESSETH that in pursuance of such Agreement and in consideration of the reciprocal undertakings and agreements hereinafter contained and to be performed on the part of the Premier and the Prime Minister THEY do hereby agree with each other as follows:—

1. THIS Agreement shall be deemed to have come into operation on and shall take effect as from the first day of February One thousand nine hundred and thirteen—

2. THE Premier for the consideration set out in Clause 7 hereof will within a reasonable time from the date of this Agreement cause to be effectually vested in the Commonwealth of Australia in fee simple free from encumbrances reservations conditions and provisos the said Site consisting of Cockatoo Island and Schnapper Island as shown in the plan hereunto annexed marked "A" Together with all improvements buildings structures erections dockyards machinery material stores and plant erected constructed or placed thereon and all tools and appliances used in connexion therewith—

3. THE Premier will within such reasonable time as aforesaid cause to be granted to the said Commonwealth Government the right to reclaim in fee simple the area abutting on said Cockatoo Island and Schnapper Island as shown in and coloured blue in the said Plan hereunto annexed and for that purpose to fill in the said area and to do all things necessary or convenient for the reclamation thereof and will cause a grant of the area so to be reclaimed to be issued to the Commonwealth of Australia in fee simple free from all encumbrances reservations conditions and provisos also the right of using the area shown bounded by green lines in the said plan hereunto annexed and the exclusive right of establishing buoys within that area AND ALSO the right to erect wharves and jetties abutting on any part of the said Cockatoo Island or Schnapper Island and within the area bounded by green lines as shown in the said plan hereunto annexed.

4. ALL liabilities for salaries wages and cost of materials except the cost of materials referred to in Clause 8 hereof owing by the said State Government in connexion with the Fitzroy and Sutherland Dockyards situated on said Cockatoo Island up to the thirty-first day of January One thousand nine hundred and thirteen will be discharged by the said State Government—

5. THE Premier undertakes to provide an adequate supply of fresh water at the said Cockatoo Island and Schnapper Island at the rate ruling for the time being in respect of supplies to large users of water in the Metropolitan Area of the said State—

6. THE Prime Minister undertakes to hand over and deliver up possession to the State Government of that portion of Goat Island situated in Port Jackson aforesaid at present in possession of the Commonwealth Government and shown coloured pink on the Plan hereunto annexed marked "B" and described in the Schedule to these presents and will cause to be surrendered to His Majesty the King for the said State all the estate and interest of the Commonwealth of Australia in the said portion in consideration of the sum of Thirteen thousand pounds to be paid to the said Commonwealth Government by the said State Government which sum shall be set off against the sum of Thirteen thousand pounds payable by the said Commonwealth Government to the said State Government in respect of the said portion of Goat Island which became vested in the said Commonwealth as transferred property under the Constitution of the Commonwealth of Australia—

7. THE Commonwealth Government will pay to the said State Government for the said site consisting of Cockatoo Island and Schnapper Island Together with all improvements buildings

THE FIRST SCHEDULE—*continued.*

structures erections dockyards machinery and plant erected constructed or placed thereon and all tools and appliances used in connexion therewith as mentioned in Clause 2 hereof and Together with all rights granted or to be granted to the Commonwealth in pursuance of this Agreement the sum of Eight hundred and sixty-seven thousand seven hundred sixteen pounds nine shillings as mentioned and set out in the annexure hereto marked "C" and for the purpose of payment of the same the said sites and property shall be treated as if transferred to the Commonwealth under Section 85 Sub-section 1 of the Constitution of the Commonwealth of Australia—

8. THE Commonwealth Government shall be deemed to have taken over from the State Government all material stores and plant ordered by the State Government for use at the said site and on the high seas on the first day of February One thousand nine hundred and thirteen and will refund to the State Government any money paid and indemnify the State Government against all liabilities in respect thereof The Commonwealth Government will also take over all liability for material and plant ordered by the Agent General before the first day of February One thousand nine hundred and thirteen but not then shipped for the use of the aforesaid dockyards The Commonwealth Government will also take over all liability in connexion with any Agreements entered into by the State Government with any employees at the said Dockyards for the retention of their services for specific terms—

9. THE Commonwealth Government will pay to the State Government the sum of Sixty-six thousand and eighty-five pounds fifteen shillings and eleven pence as set out in the valuation attached hereto and marked "D" for stores material in stock or stored at Cockatoo Island and for work executed by the State Government for the Commonwealth Government under the contracts entered into between the said Governments for the construction of war vessels and payment of the said sum of Sixty-six thousand and eighty-five pounds fifteen shillings and eleven pence if not already made will be made in cash by the said Commonwealth Government within two months from the date of this Agreement.

10. IF after the execution of this Agreement and after the transfer of the said site to the said Commonwealth Government is completed any matters requiring adjustment or any disagreement in connexion with the said transfer or the valuations annexed hereto marked "C" and "D" arise such matters in dispute or requiring adjustment shall be referred to Colonel David Miller, C.M.G. I.S.O., V.D. or to the Secretary to the Department of Home Affairs for the time being of the Commonwealth acting for the said Commonwealth Government and the Director-General of Public Works for the time being of the said State acting for the said State Government and their decision on such matters shall be binding and in the event of their failure to agree upon any matter so referred to them as aforesaid they shall have power to appoint an umpire whose decision in such cases shall be final in the event of failure on the part of said representatives to agree as to the appointment of an Umpire as aforesaid within one month from the time of their failure to agree on any question referred to them as aforesaid the Governor-General may appoint an Umpire whose decision in such case shall be final—

11. IN the event of any Legislative authority being necessary on the part of the State Parliament to confirm or render effective this agreement or any part thereof the Premier undertakes to obtain such Legislative authority without delay—

IN WITNESS whereof the parties hereto have hereunder set their hands and seals the day and year first above written

THE SCHEDULE REFERRED TO.

All that piece or parcel of land situate in the parish of Petersham county of Cumberland and State of New South Wales being part of Goat Island in Port Jackson:—

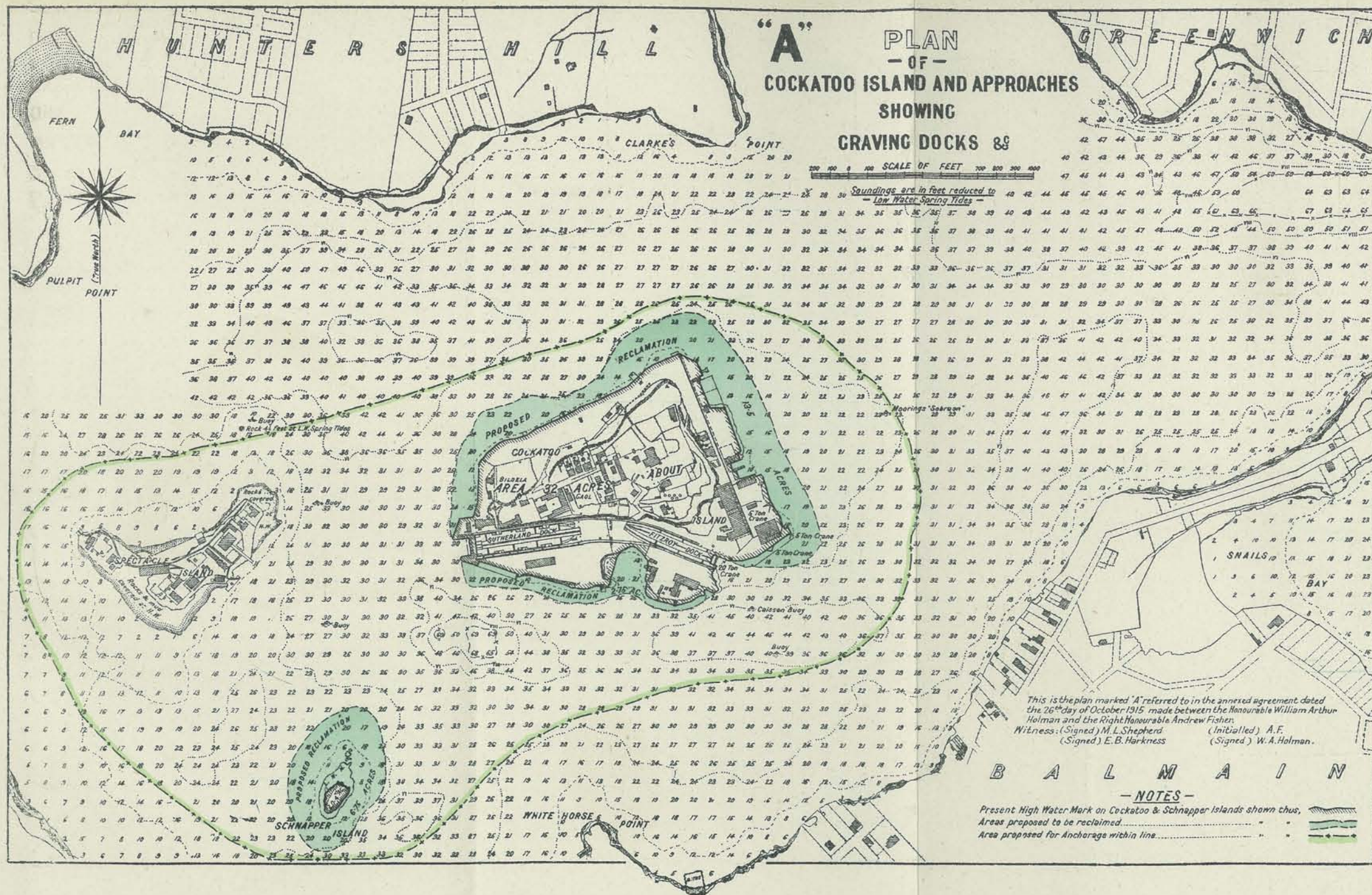
Commencing on the high water mark of the southern shore of the said Goat Island at a point bearing 93 degrees 6 minutes and distant 4 chains 29.8 links from Trigonometrical Station 144; and bounded thence generally on the east by lines successively bearing 3 degrees 51 minutes 99.3 links, 329 degrees 4 minutes 2 chains 7 links 17 degrees 24 minutes 4 chains 27 links and 324 degrees 30 minutes 1 chain 48.3 links thence on the north by a line bearing 267 degrees 54 minutes 2 chains 79 links to high water mark on the western shore of the said Island and thence by that high water mark southerly and easterly to the point of commencement: be the said several dimensions all a little more or less having an area of 3 acres 0 roods 33 perches or thereabouts—

Signed sealed and delivered by the said Andrew Fisher } ANDREW FISHER (L.S.)
in the presence of

M. L. SHEPHERD

Signed sealed and delivered by the said William Arthur } W. A. HOLMAN (L.S.)
Holman in the presence of

E. B. HARKNESS



"A" PLAN
 - OF -
COCKATOO ISLAND AND APPROACHES
 SHOWING
GRAVING DOCKS &c

SCALE OF FEET 0 100 200 300 400 500 600 700 800 900 1000

Soundings are in feet reduced to
 Low Water Spring Tides

This is the plan marked 'A' referred to in the annexed agreement dated the 26th day of October 1915 made between the Honourable William Arthur Holman and the Right Honourable Andrew Fisher.
 Witness: (Signed) M. L. Shepherd (Initialled) A. F.
 (Signed) E. B. Harkness (Signed) W. A. Holman.

- NOTES -
 Present High Water Mark on Cockatoo & Schnapper Islands shown thus, 
 Areas proposed to be reclaimed 
 Area proposed for Anchorage within line 

ANNEXURE "C."

COCKATOO ISLAND DOCKYARD.

(Including Schnapper Island &c.)

SUMMARY of Schedules showing the Valuations agreed upon.

Schedule.	No. of Folios.	Particulars.	Valuation.
1	1	<i>Cockatoo Island</i> .—Freehold land 32 ac., plus 4½ ac. reclaimed	£96,500 0 0
		Fee simple of bed of harbour with right to reclaim 15¾ ac.	9,000 0 0
			£105,500 0 0
		<i>Schnapper Island</i> .—Freehold land four-tenths of an acre	1,300 0 0
		Fee simple of bed of harbour with right to reclaim 6¼ ac.	3,375 0 0
			4,675 0 0
2	1	Exclusive right to establish buoys and construct wharves & jetties inside certain area	10,000 0 0
COCKATOO ISLAND.			
3 (a)	4	Offices, houses and sheds on higher part of Island	£17,165 0 0
3 (b)	2	Offices, houses and sheds in lower part of Island	2,724 0 0
			19,889 0 0
4	1	Fencing, paths, &c.	1,900 0 0
5 (a)	9	Furniture, fittings, floor coverings, &c., in offices, &c. on higher part of Island	937 3 4
5 (b)	5	Furniture, fittings, floor coverings, &c., in offices, &c. on lower part of Island	212 8 9
			1,149 12 1
6	5	Workshops, &c.	150,985 0 0
7	1	Tram-lines and turntables	5,038 10 0
8	1	Piping—Hydraulic and air	1,024 12 6
9	1	Electrical plant—Cables	6,110 0 0
10	9	Do. Machines	11,500 0 0
11	4	Cranes	34,118 0 0
<i>Particulars.</i>			
12	2	Sutherland & Fitzroy Docks, with all other plant connected therewith	350,000 0 0
13 (a)	3	Machines, Machine Shop, Sec. A	11,029 10 0
(b)	2	Do. B	5,555 10 0
(c)	2	Do. C	5,677 10 0
(d)	1	Do. D	8,521 10 0
(e)	2	Do. E	3,713 0 0
(f)	1	Do. F	2,825 0 0
(g)	1	Old Boiler Shop	1,427 0 0
(h)	1	Moulding Shop	12,051 12 0
(j)	1	Blacksmiths' Shop	7,971 0 0
(k)	2	New Boiler Shop	10,689 10 0
(l)	3	Northern Shipyard	15,329 18 6
(m)	2	Southern Shipyard	7,722 0 0
(n)	1	Shipwrights' Shop	1,834 0 0
(o)	1	Pattern Shop	543 10 0
(p)	1	Bolt Shop	1,866 10 0
(q)	1	New Joiners' Shop	1,037 10 0
(r)	1	Coppersmith & Plumbers' Shop	947 0 0
(s)	1	Tool Room	768 0 0
(t)	1	Inspector Store	595 0 0
			100,104 10 6
		Carried forward	£801,944 5 1

ANNEXURE "C"—continued.

Schedule.	No. of Folio.	Particulars.	Valuation.
		Brought forward	£801,994 5 1
14	16	Tools	23,065 2 3
15	4	Floating Equipment	7,731 0 0
16	1	Power House—Electric Plant	6,000 0 0
17	1	Miscellaneous	27,317 0 0
18	9	Shafting, Pulleys, &c.	1,609 1 8
			£867,716 9 0

This is the Annexure marked "C" referred to in the annexed Agreement dated the twenty-sixth day of October 1915, made between the Honorable William Arthur Holman of the one part and the Right Honorable Andrew Fisher of the other part—

Witness. M. L. S.

A. F.

E. B. H.

W. A. H.

ANNEXURE "D."

SUMMARY of Schedules showing Values agreed upon.

Schedule.	Particulars.	Valuation.
A	Warship Construction Expenditure	£34,732 7 9
B	Gun Mountings "	4,293 2 7
C	Furnishings and Fittings of Commonwealth Offices	263 11 4
D	Store Account	26,796 14 3
	Total	£66,085 15 11

This is the annexure marked "D" referred to in the annexed Agreement dated the twenty-sixth day of October 1915, made between the Honorable William Arthur Holman of the one part and the Right Honorable Andrew Fisher of the other part.

Witness. M. L. S.

A. F.

E. B. H.

W. A. H.

THE SECOND SCHEDULE.

THIS AGREEMENT made the twelfth day of September One thousand nine hundred and twenty-four BETWEEN THE HONORABLE SIR GEORGE WARBURTON FULLER the Premier of the State of New South Wales for and on behalf of the Government of the said State of the one part and THE HONORABLE STANLEY MELBOURNE BRUCE P.C., M.C. the Prime Minister of the Commonwealth of Australia for and on behalf of the Government of the said Commonwealth of the other part

WHEREAS this Agreement is supplemental to an Agreement under seal (hereinafter called "the Principal Agreement") made the twenty-sixth day of October One thousand nine hundred and fifteen between the Honorable William Arthur Holman for and on behalf of the Government of the State of New South Wales of the one part and the Right Honorable Andrew Fisher for and on behalf of the Government of the Commonwealth of Australia of the other part and is intended to be annexed thereto.

AND WHEREAS as certain errors have been discovered in certain of the annexures to the Principal Agreement and for the purpose of correcting the same the parties hereto desire to vary the Principal Agreement in manner hereinafter appearing

NOW THIS AGREEMENT WITNESSETH—

1. THE words and figures "Cockatoo Island—Freehold land 32 acres plus 4½ acres reclaimed" written in the column headed "Particulars" in Annexure "C" to the Principal Agreement shall be read and construed as though the words and figures "Cockatoo Island—Freehold land 32 acres including 4½ acres reclaimed" had at all material times been written therein in place of the words and figures first mentioned in this clause.

2. THE words and figures "Fee simple of bed of harbour with right to reclaim 15½ acres" written in the said column headed "Particulars" in Annexure "C" to the Principal Agreement shall be read and construed as though the words and figures "Fee simple of bed of harbour with right to reclaim 16½ acres" had at all material times been written therein in place of the words and figures first mentioned in this clause.

3. THE words and figures "Fee simple of bed of harbour with right to reclaim 6½ acres" written in the seventh and eighth lines of the column headed "Particulars" in the said Annexure "C" shall be read and construed as though the words and figures "Fee simple of bed of harbour with right to reclaim 6¾ acres" had at all material times been written therein in place of the words and figures first mentioned in this clause.

4. SAVE and except as it is varied by this Agreement the Principal Agreement shall remain in full force and effect.

5. IN the event of any Legislative Authority being necessary on the part of the State Parliament to confirm or render effective the Principal Agreement and this Agreement or any part of the Principal Agreement or this Agreement the Premier undertakes to obtain such Legislative Authority without delay. In the event of any Legislative Authority being necessary on the part of the Commonwealth Parliament to confirm or render effective the Principal Agreement and this Agreement or any part of the Principal Agreement or this Agreement the Prime Minister undertakes to obtain such Legislative Authority without delay.

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

SIGNED SEALED AND DELIVERED by the said The }
Honorable Sir George Warburton Fuller in the } (Signed) GEORGE W. FULLER. (L.S.)
presence of—

(Signed) F. C. G. TREMLETT.

SIGNED SEALED AND DELIVERED by the said The }
Honorable Stanley Melbourne Bruce P.C. M.C. } (Signed) S. M. BRUCE. (L.S.)
in the presence of—

(Signed) F. STRAHAN.