

MEERCROFT HOSPITAL AGREEMENT.

11 & 12 GEO. VI. No. 87.

AN ACT to approve an Agreement made between the Minister of the one part and the Warden Councillors and Electors of the Municipality of Devonport of the other part with respect to the transfer to the Minister of the hospital situated at Devonport and known as the Meercroft Hospital, and the erection by the Minister of a new public hospital at Devonport; and to make provision for certain matters in connection with the carrying out of the said agreement. [19 December, 1947.]

WHEREAS by an Agreement, a copy of which is set forth PREAMBLE in the schedule (in this Act referred to as "the Agreement"), dated the first day of September, 1947, between the Honourable *Alfred John White*, being and as the Minister for Health for the time being, of the one part, and the Warden Councillors and Electors of the Municipality of Devonport of the other part, provision is made for the transfer to the Minister of the hospital situated at Devonport and known as the Meercroft Hospital, together with the furniture, fittings, and contents of the said hospital and also for the transfer to the Minister of certain lands referred to in the Agreement:

And whereas by the Agreement it is among other things provided that, upon the Council making and effecting a transfer or other proper assurance to the Minister of the said lands, the Minister shall cause to be erected at Devonport a modern public hospital, to be called the Munnew Memorial Hospital, which shall comply with certain conditions specified in the Agreement:

And whereas it is provided in the Agreement that the same shall not have any force or effect and shall not be binding on either party unless and until it is approved by Parliament:

And whereas it is desirable to approve the Agreement and to make provision for the carrying out of 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 *Meercroft Hospital Agreement Act 1947*.
- Approval of Agreement.** **2** The Agreement 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 on the part of the State, and shall be deemed to have, and always to have had, power to enter into the Agreement on behalf of the State.
- Financial provision.** **4** All payments to be made by the Minister under the Agreement shall be made out of moneys to be provided by Parliament for that purpose.
- Vesting of certain gifts, &c., in the Minister.** **5** Any devise or bequest made by or under any will or codicil (whether the same is executed or proved before or after the commencement of this Act) and any gift made otherwise than by testamentary disposition (whether the same is made before or after such commencement) to, or on behalf or for the benefit of, the Meercroft Hospital or the trustees thereof, howsoever styled, (whether such devise, bequest, or gift is expressed to vest in or pass to the said Hospital or trustees directly or after the death of some person or persons or the fulfilment of some condition) shall, unless the contrary intention appears in the will, codicil, or other instrument effecting the devise, bequest, or gift, be deemed, by virtue of this section and without further authority, to be a devise, bequest, or gift to, or on behalf or for the benefit of, the Minister for the time being administering this Act for the purposes of any hospital maintained by the Minister under this Act and the Agreement, and the same, or the beneficial enjoyment thereof, as the case may be, shall vest in the Minister accordingly.
- No remedy against the Council in respect of anything done for the purposes of this Act or the Agreement.** **6** No action, claim, suit, or demand whatsoever shall lie or be allowed by or in favour of any person whomsoever against the Council of the Municipality of Devonport, or against any member or officer of the Council, for or in respect of the execution of the Agreement by the Council, or any transfer or other assurance of any lands, furniture, or effects made or effected by the Council in pursuance of or for the purposes of the Agreement, or for or in respect of any act, matter, or thing done or carried out by the Council, or any person authorised or directed by the Council to do or carry out the same, in pursuance of, or for the purposes of giving effect to, this Act or the Agreement.
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THE SCHEDULE.

AGREEMENT made the first day of September one thousand nine hundred and forty-seven between ALFRED JOHN WHITE being and as the Minister for Health for the time being for the State of Tasmania (hereinafter called "the Minister" which expression shall include his successors in office) of the one part and THE WARDEN COUNCILLORS AND ELECTORS OF THE MUNICIPALITY OF DEVONPORT (hereinafter called "the Council") of the other part WHEREAS Arthur Munnew late of Devonport (West) in Tasmania Gentleman deceased duly made and executed his will dated the Twenty-fourth day of April One thousand nine hundred and twenty whereby he appointed Bernard Cecil Greene of Devonport aforesaid Council Clerk Syephen Priest the Younger of the same place Architect and John Witham of Devonport aforesaid Gentleman to be Trustees and Executors thereof and after reciting that he was possessed of certain landed property at Devonport (West) aforesaid known as "Meercroft" containing Five acres two roods thirteen perches and also other land situated at Devonport aforesaid together with certain properties situate in Launceston in Tasmania he gave and devised to the Council all the said lands and buildings and erections thereon including in "Meercroft" all his household furniture linen china glass pictures prints and other things of a personal character upon the trusts and for the ends intents and purposes thereinafter expressed AND the said Testator directed that the said Council should have and hold all the said lands for ever upon and subject to the trusts following that is to say:

(a) As to his said property known as "Meercroft" to build (if necessary) and maintain thereon a Convalescent Home or Hospital for the treatment and relief of sick persons or invalids (whether male or female) and to use for such purpose as far as possible the buildings now erected thereon.

(b) And as to his said Five acres two roods thirteen perches and his other said lands at Devonport and all his property at Launceston the same should not at any time be alienated or disposed of for private building purposes or otherwise and should always be held used and enjoyed in conjunction with the said Convalescent Home or Hospital.

(c) And as to his said properties at Launceston aforesaid to let the same for periods not less than Five years at the best rentals obtainable and the net rents should be applied by the said Council solely in and towards the upkeep of the said Home or Hospital and as to land at Devonport not including "Meercroft" he directed his Trustees to divide the same into various building allotments as the said Council should deem advisable and to let the same from time to time to any person or persons upon building leases for periods of not less than Ninety-nine years upon such terms and conditions in all respects as the said Council should think best but so that no one person should ever lease more than one block or allotment. And he empowered the Council pending the leasing of the lastly mentioned lands as lastly provided to let the same or any parts or part thereof for short periods at the best rental procurable and upon such terms and conditions generally as the said Council should think expedient AND the said Testator gave devised and bequeathed all his residuary personal estate to his Trustees to sell call in and convert the same into money and after payment thereof of his funeral and testamentary expenses and debts and certain legacies and payments therein set out to hold all the said net moneys and his ready money and securities representing the same to the said Council in trust for ever AND WHEREAS the said Arthur Munnew also made and executed three Codicils to his said Will which do not affect the lands premises chattels and effects hereinbefore referred to AND WHEREAS the said Arthur Munnew died on the Fourth day of July One thousand nine hundred and twenty-three without having altered or revoked his said Will except as aforesaid (and which Will was duly proved by the Executors) seized and possessed of the lands and premises hereinbefore referred to namely:

Situated at Devonport aforesaid:

1. Eight acres sixteen perches situated in Henry, William, Eugene and Gunn Streets.
2. Five acres two roods thirteen perches known as "Meercroft".
3. Five acres two roods situated in James, Henry and Fenton Streets but now reduced to One acre three roods nine perches through portion being taken for a Sports Ground as hereinafter set out.

As the lands abovementioned are shown in Certificate of Title registered Volume 319. Folio 63. in the name of the Council.

And at Launceston aforesaid:

1. Eight acres and thirty-eight perches situated on the West Tamar Road.
2. Three roods twenty-four perches situated on the West Tamar Road but reduced to One rood seven perches and four-tenths of a perch by certain sales of portion thereof by the Council as hereinafter mentioned.

As the same are shown in Certificate of Title registered Volume 319. Folio 16. in the name of the Council.

AND WHEREAS by Notification dated the Eighth and published in the *Gazette* on the Nineteenth day of May, One thousand nine hundred and thirty-six Three acres two roods thirty-one perches being portion of the said Five acres two roods of land situated in James, Henry and Fenton Streets Devonport were acquired by the Crown under the provisions of "The Lands Resumption Act 1910" for a Sports Ground and are now portion of the ground known as the "Devonport Oval" AND WHEREAS by an Act of Parliament entitled "The Meercroft Hospital Act 1939" after reciting the said Will of the said Arthur Munnew deceased and that the lands in the Schedule to the said Act were not required for the purposes of "The Meercroft Hospital" it was provided that it should be lawful for the Council to sell and alienate as therein set out the whole or any part of the lands described in the said Schedule comprising All those pieces of land situate at West Tamar Road aforesaid containing respectively Eight acres and thirty-eight perches and three roods twenty-four perches and all those pieces of land situate at Devonport aforesaid containing respectively Eight acres sixteen perches and One acre three roods nine perches As the said four pieces of land are shown on the plan attached to the said Act of Parliament AND WHEREAS portion of the said Three roods twenty-four perches on the West Tamar Road aforesaid has been sold leaving a balance of One rood Seven perches and four-tenths of a perch AND WHEREAS the Council has up to the present maintained the Meercroft Hospital as provided by the said Will but now finds it expedient to enter into with the Minister the Agreement hereinafter set forth NOW IT IS HEREBY AGREED between the parties hereto that in consideration of the Council making and affecting a Transfer or other proper assurance to the Minister or as he may direct:

1. The said land and buildings thereon situated at Devonport (West) known as "Meercroft" containing Five acres two roods thirteen perches.
2. The said lands situated at Devonport (West) aforesaid containing Eight acres sixteen perches and One acre three roods nine perches respectively the last named being the balance of the said piece of land containing Five acres two roods after deducting therefrom Three acres two roods thirty-one perches taken as aforesaid for the Sports Ground together with all buildings and erections on the said lands and also all the furniture fittings and contents of "Meercroft" Hospital described in the Schedule hereto.
3. Those two pieces of land situated at West Tamar Road Launceston aforesaid containing Eight acres and thirty-eight perches and One rood seven perches and four-tenths of a perch respectively.

Then the Minister will cause to be erected and maintained a modern up-to-date Public Hospital as defined by Section 4. of the Hospitals Act 1918. properly equipped in every respect to be situated at Devonport West aforesaid and to comply with the following conditions:

1. The said Hospital shall be called "The Munnew Memorial Hospital" and shall be built according to the Standard plans and specifications appended to this Agreement.

2. The said Hospital shall be built equipped and established with the least possible delay and the building thereof be commenced as soon as circumstances shall permit and in the meantime the Minister shall carry on and maintain the present Meercroft Hospital.

3. The situation of the said Hospital at Devonport shall be decided by the Minister subject to the approval of the Council.

4. That in building the said Hospital provision shall be made for an Outpatients Department either at the Hospital or in such a position in Devonport as the Minister shall decide.

5. That as from the date of the completion of this Agreement all furniture fittings and equipment described in the Schedule hereto shall be transferred to the Minister and the Minister shall take over and be responsible for all liabilities that may be due or owing by the said Hospital as on and from that date.

6. That the Minister as soon as practicable after the execution of this Agreement will cause to be introduced in the Tasmanian Parliament a Bill containing as a Schedule thereto a copy hereof and validating and approving this Agreement and fully and effectually indemnifying the Council against all actions, damages, suits, claims or demands of any nature whatsoever for or in respect of the action of the Council in entering into this Agreement and any transfer or other assurance of the lands furniture and effects as hereinbefore provided and any matter in relation thereto AND FURTHER that the Minister will use his best endeavours to ensure that the said Bill becomes law PROVIDED THAT this Agreement shall have no force or effect and shall not be binding on either party unless and until it is approved by the Parliament of the State as hereinbefore provided.

IN WITNESS whereof the said parties hereto have executed these presents the day and year first hereinbefore written.

Signed by the said ALFRED JOHN WHITE in the }
presence of: } A. J. WHITE.

P. A. DRISCOLL.

The common seal of the WARDEN COUNCILLORS AND ELECTORS of the Municipality of Devonport has been hereunto affixed in the presence of us this eighth day of September One thousand nine hundred and forty-seven in pursuance of authorisation given at a Meeting of the Council held on the twenty-ninth day of April One thousand nine hundred and forty-seven:

H. E. HASLOCK,
Warden.

E. G. WEBSTER,
Councillor.

A. D. SOUTAR,
Council Clerk.

(Seal.)

[Schedule Referred To.]

MEERCROFT HOSPITAL

Stock on Hand at 27th June, 1947.

Description	No.	Description	No.
Axe	1	Covers, Lockers	17
Beds	24	Covers, Pan	16
Bags, Hot Water	16	Cardigans	2
Bath, Arm	1	Cloths, Table	9
Bowls, Washing	11	Covers, Felt (Hot Water Bags)	4
Baths, Baby	2	Covers, Mattress	1
Basket, Clothes	1	Covers, Jug	13
Brooms, Hair	3	Cloths, Glass	30
Brooms, Straw	1	Cups, Egg	10 (2 Staff)
Buckets, Dressing	2 (Comp.)	Canisters, Kitchen	1 set
Buffet	1	Choppers, Meat	1
Baskets, Linen (Staff)	1	Crocks, Earthenware, Large	1
Basin, Sugar	22 (1 Staff)	Covers (Flyproof wire gauze)	9
Baskets, Fruit	2	Cleaners, Plate	1
Blankets	127	Coppers	2
Blinds	55 (6 Staff)	Clippers, Hedge	1
Bowls, Mixing, Glass	3	Cans, Watering	1
Bowls, Mixing, Enamel	2	Desk, Writing	1
Billies, Tin	2	Dinner, Set	40 piece (Staff)
Basins, Enamel, Small	3	Dishes, Jam	3 (Staff)
Beaters, Egg	1	Doyleys	17
Boiler	1	Dishes, Sweets	18
Basket, Chip Potato	1	Dishes, Jam	11
Brushes, Fire	3	Dishes, Butter	2
Bowls, Fruit	4	Dishes, Baking, Tin	5
Bottles, Water	2	Dishes, Baking, Enamel	1
Bowls, Porridge	14	Dishes, Tin	1
Bowls, Enamel	25	Dishes, Pie, Enamel	6
Buckets, Scrubbing	2	Dipper, Enamel	1
Basket, Clothes	1	Dishes, Butter & Jam, Small	34
Brooms, Yard	1	Dishes, Meat	2
Bill-Hook	1	Dippers	2
Chairs, Dining	37 (6 Staff)	Electrolux	1
Chairs, Arm	36 (1 Staff)	Eiderdowns	8
Chairs, Cane	4	Electric Urn	1
Cushions, Air	3	Electric Iron	1
Cushions	11 (7 Staff)	Electric Jug	1
Cots, Babies	9	Electric Kettle	1
Commodos	2	Electric Toaster	1
Covers, Locker	3	Extinguishers, Fire	2
Couch	1	Fenders, Iron	1
Clothes Horse	1	Fowler's Outfit	1 (Comp.)
Clocks	2	Fenders, Wooden	1
Chambers	3	Forks, Table	6 (Staff)
Chairs, Invalid	2	Forks, Dessert	6
Coppers, Electric	1	Forks, Carving	1
Crutches	3 prs.	Forks, Table	24
Cradles, Bed	4	Forks, Dessert	35
Cups	22 (6 Staff)	Forks, Cake	1
Cheese Dish	1 (Staff)		
Cloths, Tray	20		
Cloths, Supper	12		

Description	No.
Forks, Potato	1
Funnel, Small	1
Gowns, Doctors'	7
Gowns, Dressing	6
Gowns, Night	25
Gowns, Night, Childs'	1
Glasses	18
Grater, Vegetable	1
Grid Iron	1
Hammer, Sledge	1
Hoes	2
Hose	110 ft.
Jardiniere	1
Jugs, Sauce	2 (Staff)
Jugs, Enamel, Large	4
Jugs	6
Jugs, Small	11
Jackets, Bed (Woollen)	3
Jackets, Bed (Flannelette)	1
Knives, Table	16 (6 Staff)
Knives, Dessert	35 (6 Staff)
Knives, Carving	2
Knives, Bread and Butter	9
Lockers, Bedside	13
Lockers, Covers	2
Lounge, Cane	1
Leggings	6 prs.
Mattresses	26 (Staff)
Mops	2
Macintosh	7
Mattresses, Cot	8
Measures, Pint	5
Machine, Sewing	1
Mirrors, (Med.)	2
Mirrors, Large	1
Mats, Bath	1
Mugs, Feeding	2
Mugs, Enamel	2
Masher, Potato	1
Moulds, Jelly	3
Mincer	1
Mangle	1
Mowers, Lawn	1
Pillows	82 (Staff 15)
Pans, Bed	7
Pans, Enema, Small	1
Pans, Enema, Large	2
Plate, Hot	1
Piano	1
Plates, Bread and Butter	34
Plates, Dinner	22 (Staff 5)
Plates, Dessert	8 (Staff 6)
Plates, Soup	2
Plates, Tin	2
Pepper Shakers	2 (Staff)
Pyjama Coats	11

Description	No.
Pyjama Trousers	5
Pyjama Coats (Childs')	3
Pyjamas	4 prs.
Pans, Frying	3
Pans, Jam	1
Pans, Dust	3
Plates, Enamel	1
Pins, Rolling	1
Pats, Butter	1 pr.
Peeler, Potato	1
Quilts	31 (Staff 8)
Quilts, Cot	2
Radiators	7 (Staff 5)
Radio Set	1 (Staff)
Racks, Hanging	2
Refrigerator	1
Rakes, Garden	3
Screens, Bed	6
Screens, Fire	7
Scales (Nursery)	1 set
Stool	1
Safe, Meat, Large Stove, Electric (4-Plate)	1
Stretcher, Canvas	1
Suite, Lounge	1 (Staff)
Spoons, Table	6 (Staff)
Spoons, Dessert	6 (Staff)
Spoons, Tea	6 (Staff)
Spoons, Sugar	1 (Staff)
Spoons, Jam	1 (Staff)
Spoons, Mustard	1 (Staff)
Salt-shakers	2 (Staff)
Sheets, Large	102 (Staff 20)
Sheets, Draw	78
Slips, Pillow	111
Singlets	8
Shirts, Flannel	5
Serviettes	15
Sox, Bed	4 prs.
Shears	1 pr.
Sickle	1
Shovel	1
Shades	2
Slice, Egg	1
Spoons, Serving	3
Steel	1
Skewers	1 set
Scone Cutter	1
Spoons, Measur- ing	1 set
Sieve, Icing Sugar	1
Sieve, Flour	1
Scales, Diabetic	1 set
Squeezers, Lemon	2
Saws, Bread	2
Spoons, Jam, Wooden	3
Saucepans, Ena- mel	12
Steamer	1
Soap-shaker	1
Spoons, Jam	7
Spoons, Sugar	1