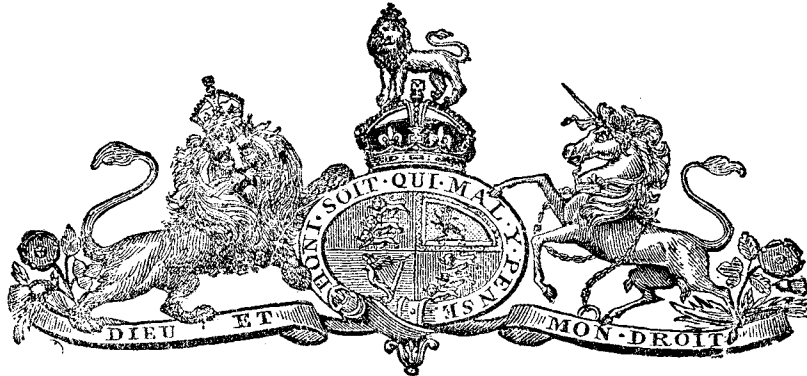


TASMANIA



1932.

ANNO VICESIMO TERTIO

GEORGII V. REGIS.

No. 25.

ANALYSIS.

1. Short title.
2. Ratification of agreements in schedule.
3. Power to Minister to give effect to agreements.
4. Appropriation of sinking fund payments and interest.
5. Regulations.



AN ACT to approve, ratify, and confirm certain Agreements entered into on behalf of the State for the Purchase of certain Lands and Property at New Norfolk, and for the Erection thereon of certain Buildings for the purposes therein specified, and to authorise and provide for the carrying out of such Agreements. [29 November, 1932.]

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WHEREAS the Chief Secretary, on behalf of the State, has entered into the several agreements, copies of which are set forth in the schedule, and it is desirable to ratify and confirm the same and to provide for the carrying out of the terms and conditions therein contained: PREAMBLE.

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:—

Psychopathic Hospital.

- A.D. 1932. **1** This Act may be cited as "The Psychopathic Hospital Act, 1932."
- Short title.
- Ratification of agreements in schedule. **2** The several agreements set forth in the schedule are hereby approved, ratified, and confirmed.
- Power to Minister to give effect to agreements. **3** It shall be lawful for the Minister to do all such acts and things as may be necessary to give effect to the terms and conditions set out in the said agreements, and the cost thereof shall be defrayed out of moneys to be provided by Parliament for that purpose.
- Appropriation of sinking fund payments and interest. **4**—(1) The Treasurer shall pay to the State Sinking Fund Commissioners by way of sinking fund annually a sum equal to Eight Pounds Ten Shillings per centum of the aggregate moneys payable by the State as provided by the said agreements for and towards the redemption of such moneys as and when the same become payable.
(2) Such annual payment as aforesaid, and all interest payable by the State under the said agreements, shall be paid out of the Consolidated Revenue, which to the necessary extent is hereby appropriated accordingly.
- Regulations. **5** The Governor may make regulations under and for the purposes of this Act.

SCHEDULE.**THE BUILDING AGREEMENT.**

AN AGREEMENT made the tenth day of August, one thousand nine hundred and thirty-two, BETWEEN ROBERT NETTLEFOLD of Hobart, in Tasmania, merchant; JOHN GELLIBRAND of Risdon, in Tasmania, Knight Commander of the Most Honourable Order of the Bath; WILLIAM EDWARD LODEWYK HAMILTON CROWTHER of Hobart, aforesaid, medical practitioner; WILLIAM MARTIN of Launceston, in Tasmania, solicitor; and GEOFFREY ARCHER WALCH of Hobart, aforesaid, merchant (hereinafter called "the Trustees") of the one part; and CLAUDE JAMES, the Chief Secretary for the State of Tasmania (hereinafter called "the Minister"), for and on behalf of the Government of Tasmania 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 purposes of furthering the medical and/or surgical or other the care and comfort of War veterans suffering from mental or physical disabilities and the descendants and female dependents of War veterans and other citizens of the State of Tasmania suffering from psychopathic diseases and disorders:

AND WHEREAS the Trustees have been advised that there exists in Tasmania a pressing need for a home or institution (hereinafter called "the said Institute") wherein borderline cases of mental and psychopathic diseases or disorders (hereinafter called "borderline cases") and also persons recovering from attacks or periods of insanity or designated by a responsible authority as convalescents from mental or psychopathic diseases or disorders (hereinafter called "convalescent

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cases") might be received and detained for observation and treatment, and that the establishment or endowment of the said Institute is within the powers and authorities conferred upon the Trustees by the instrument creating the said Trust Fund: A.D. 1932.

AND WHEREAS by the said instrument creating the said Trust Fund the Trustees are empowered (*inter alia*) to appoint or make provision for the appointment of any persons for the purpose of discharging such functions in connection with the said Institute 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 said Institute should be established forthwith have made to the Minister an offer to establish the same in accordance with the terms and conditions hereinafter appearing, which offer has been accepted by the Minister on behalf of the Government of Tasmania (hereinafter referred to as "the Government");

AND WHEREAS it shall be deemed lawful for the Trustees and for the Minister on behalf of the Government to enter into this Agreement.

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, William Martin, and Geoffrey Archer Walch, 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 veterans" means any 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
- (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 she had before her 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

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- (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 or shall have been such as to justify the termination of the agreement; or
- (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, fettle, 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 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

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the foregoing sub-paragraphs shall be read and construed in all respects as including Great Britain as well as Australia: A.D. 1932.

“Descendant” means the child (whether under the age of twenty-one years or not) of a War veteran:

“Female dependent” means the wife, widow, and/or mother of a War veteran.

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 Trustees will, out of the said Trust Fund, expend such a sum as to them may appear necessary or desirable for the erection of the said Institute, such sum to be not less than Three thousand Pounds.

4. The said Institute shall be erected by the Trustees, in accordance with plans and specifications prepared by the architect to the Trustees and approved by the Minister and signed by the parties hereto for purposes of identification, on a site to be mutually agreed upon between the parties hereto upon the land to be surrendered to the Government pursuant to the Agreement supplemental hereto: AND such erection shall be commenced as soon as may be after approval hereof by the Parliament of Tasmania and proceeded with to completion with all reasonable expedition.

5. The Trustees shall have the sole right of selecting and determining a name for the said Institute, and, when such name has been selected and determined upon by the Trustees and notified to the Government, the said Institute shall always be known by such name, which name shall not be changed or altered without the consent in writing of the Trustees.

6. When the said Institute shall be completed in accordance with the said plans and specifications, it shall be handed over and the land upon which the same is erected shall be then surrendered by the Trustees to the Crown for use by the Government of Tasmania for the purposes hereinafter mentioned.

7. As soon as the said Institute shall be handed over to the Minister it shall, at the cost and expense of the Government, be furnished and equipped suitably for the purposes for which the said Institute is intended.

8. From the time when the said Institute shall be handed over to the Minister as aforesaid and the said site and land mentioned in Paragraph 4 hereof shall be surrendered to the Government as aforesaid, the same shall be used, occupied, and employed as a hospital, home, or institution and grounds for the reception, detention, care, treatment, and/or observation of borderline cases and convalescent cases, and 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 said Institute and grounds shall be wholly and adequately maintained by the Government in perpetuity for the purpose aforesaid, and all financial and other responsibility (if any) of the Trustees in respect of the said Institute and grounds and the conduct, administration, management, and maintenance thereof or otherwise shall absolutely cease and determine.

9. As soon as may be before the said Institute shall be handed over to the Minister 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 within the said Institute, an inscription, notification, or memorandum to the effect that the said Institute represents a gift from The British Red Cross Society.

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10. 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 said Institute and grounds, and in particular for the purpose of regulating the admission, detention, and discharge, of patients thereto, therein, and therefrom, and for the purpose of prescribing fees to be charged to such patients or any of them.

11. 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 at any time be more applications for admission to the said Institute than there is accommodation available therein, preference in the matter of such admission shall always be given to War veterans and/or the descendants and/or female dependents of War veterans.

12. If at any time any question or dispute shall arise between the Trustees and the Government as to the purpose for which the said Institute and/or grounds are being used, and it is alleged that the said Institute and/or grounds are being used for purposes other than those mentioned herein, 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 said Institute and/or grounds has or have been used for such other purposes, and that its or their utility for the purposes in this Agreement stipulated has been substantially diminished, then and in any such case the Trustees may require the Government of Tasmania to pay, and the Government of Tasmania shall thereupon pay to the Trustees such a sum not exceeding the sum of Five thousand Pounds as shall have been expended by the Trustees in the erection and completion of the said Institute, and upon payment as aforesaid the Government shall be absolutely discharged and released from all liability soever under this Agreement.

13. 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-two, 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.

IN WITNESS whereof the parties hereto have hereunto signed their names, the day and year first hereinbefore written.

Signed by the said ROBERT NETTLEFOLD in
the presence of—
W. THIRKELL, Clerk, Hobart. } ROBT. NETTLEFOLD.

Signed by the said JOHN GELLIBRAND in the
presence of—
W. THIRKELL, Clerk, Hobart. } JOHN GELLIBRAND.

Signed by the said WILLIAM EDWARD LODE-
WYK HAMILTON CROWTHER in the pres-
ence of—
W. THIRKELL, Clerk, Hobart. } W. E. L. H. CROWTHER.

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Signed by the said WILLIAM MARTIN in the presence of—
 C. W. B. MARTIN, Solicitor, Launceston.) WM. MARTIN

Signed by the said GEOFFREY ARCHER WALCH in the presence of—
 W. THIRKELL, Clerk, Hobart.) G. A. WALCH.

Signed by the said CLAUDE JAMES, the Chief Secretary of the State of Tasmania, for and on behalf of the Government of the said State in the presence of—
 E. PARKES, Under Secretary.) CLAUDE JAMES.

A.D. 1932.

THE MILLBROOK AGREEMENT.

AN AGREEMENT made the tenth day of August, one thousand nine hundred and thirty-two, BETWEEN ROBERT NETTLEFOLD of Hobart, in Tasmania, merchant; JOHN GELLIBRAND of Risdon, in Tasmania, Knight Commander of the Most Honourable Order of the Bath; WILLIAM EDWARD LODEWYK HAMILTON CROWTHER of Hobart, aforesaid, medical practitioner; WILLIAM MARTIN of Launceston, in Tasmania, solicitor; and GEOFFREY ARCHER WALCH of Hobart, aforesaid, merchant (hereinafter called "the Trustees"), of the one part; and CLAUDE JAMES, the Chief Secretary for the State of Tasmania (hereinafter called "the Minister"), for and on behalf of the Government of Tasmania of the other part, is SUPPLEMENTAL to an Agreement (hereinafter called "the Building Agreement") of even date herewith, and made between the Trustees of the one part and the Minister of the other part:

WHEREAS the Minister is desirous of acquiring certain lands and hereditaments situate at New Norfolk, in Tasmania, containing three hundred and eighty-one acres one rood eleven perches or thereabouts, and known as "Millbrook" (hereinafter called "the said lands and hereditaments"), for the purposes and on behalf of the Government of Tasmania (hereinafter called "the Government"):

AND WHEREAS the Trustees have, with the privity of the Minister, purchased the said lands and hereditaments for the sum of Four thousand five hundred Pounds, and have agreed to surrender such portion thereof as lies between the Main Road leading from Hobart to New Norfolk and the River Derwent to the Government and to lease the remainder of such lands and hereditaments to the Government upon the terms and conditions hereinafter contained, 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 this Agreement:

NOW IT IS HEREBY AGREED AS FOLLOWS:—

1. Upon the completion of the purchase by the Trustees of the said lands and hereditaments, and upon approval hereof by the Parliament of Tasmania, the Trustees will surrender to the Government such portion thereof as lies between the Main Road leading from Hobart to New Norfolk and the River Derwent as a site and grounds for the Institute mentioned in the Building Agreement,

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—

2. Immediately possession of the said lands and hereditaments shall be taken by the Trustees, and, upon approval hereof by the Parliament of Tasmania, the Trustees will let on lease to the Government, and the Government will take on lease from the Trustees, the said lands and hereditaments, excepting therefrom that portion thereof which shall have been surrendered as aforesaid (hereinafter called "the said premises"), upon the terms and conditions hereinafter contained, that is to say:—

- (a) The term shall be for ten years, and shall commence from the date upon which the Government shall enter into possession of the said premises;
- (b) The Government shall pay to the Trustees during the said term, by way of rent for the said premises, such an annual sum as shall be equal to Five Pounds per centum per annum clear of all deductions, including State and Federal Land and Income Tax (if any) payable in respect of the said premises, or the rent hereby agreed to be paid calculated upon the purchase price, to wit, Four thousand five hundred Pounds paid by the Trustees for the said lands and hereditaments, and upon all costs, duties, fees, and expenses paid or incurred by the Trustees in connection with the negotiation and completion of such purchase, which said annual rental shall be payable by equal quarterly payments (and proportionately for any less fraction of a year) on the first day of January, the first day of April, the first day of July, and the first day of October in each year, the first of such quarterly payments to be made on the quarter day next after the date upon which the Government shall enter into possession of the said premises as aforesaid;
- (c) The Government shall bear and pay all existing and future rates, taxes, duties, impositions, outgoings, and burdens whatsoever imposed or charged upon the said premises, or upon the owner or occupier in respect thereof, as from the date upon which the Government shall enter into possession as aforesaid;
- (d) The Government shall repair, and keep in repair, all the buildings, fences, and gates for the time being on the said premises, and shall repair, clean out, open, and keep in repair, open, and in working order all water races, ditches, gutters, drains, sewers, culverts, and watercourses thereon;
- (e) The Government shall farm, cultivate, and manure with suitable manures the whole of the arable land of the said premises, and shall top-dress with suitable top-dressings, and grass-down with suitable grass or grasses, the whole of the pastoral land of the said premises in a good and husbandmanlike manner, according to the latest and most approved methods followed in Tasmania, and shall bring and build up such arable and pastoral lands into, and thereafter keep the same in, good heart and condition and not allow any part again to become impoverished;
- (f) The Government shall not, without the consent in writing of the Trustees, part with the possession of any part of the said premises during the currency of the said lease;
- (g) The Government may, on giving to the Trustees three months' previous notice in writing of its intention in that behalf, at any time during the said term, but shall, immediately upon the expiration of the said term, purchase from the Trustees the fee simple of the said premises at a price or

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sum equal to that paid by the Trustees for the purchase of the said lands and hereditaments, to wit, Four thousand five hundred Pounds, together with all costs, duties, fees, and expenses paid or incurred by the Trustees in connection with the negotiation and completion of such purchase, and the Trustees shall, upon the expiration of such notice or upon the expiration of the said term, whichever event shall first happen (hereinafter referred to as "such expiration"), and upon payment to them of the said purchase-money and all costs, duties, fees, and expenses as aforesaid, together with interest thereon at the rate of Five Pounds per centum per annum from such expiration till the completion of the purchase, and of all rent hereby agreed to be paid up to such expiration, and at the sole cost and expense of the Government, surrender or otherwise assure the said premises unto the Government for an estate in fee simple in possession, free from encumbrances;

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- (h) The title of the Trustees to the said lands and hereditaments shall, at or prior to the date of the surrender by the Trustees to the Government of the site referred to in Clause 1 hereof, be investigated and approved by the Government, and shall be deemed to be accepted by the Government up to the date of such surrender.

IN WITNESS whereof the parties hereto have hereunto signed their names, the day and year first hereinbefore written.

Signed by the said ROBERT NETTLEFOLD in the presence of—	W. THIRKELL, Clerk, Hobart.	ROBT. NETTLEFOLD
Signed by the said JOHN GELLIBRAND in the presence of—	W. THIRKELL, Clerk, Hobart.	JOHN GELLIBRAND
Signed by the said WILLIAM EDWARD LODEWYK HAMILTON CROWTHER in the presence of—	W. THIRKELL, Clerk, Hobart.	W. E. L. H. CROWTHER
Signed by the said WILLIAM MARTIN in the presence of—	C. W. B. MARTIN, Solicitor, Launceston.	WM. MARTIN
Signed by the said GEOFFREY ARCHER WALCH in the presence of—	W. THIRKELL, Clerk, Hobart.	G. A. WALCH
Signed by the said CLAUDE JAMES, the Chief Secretary of the State of Tasmania, for and on behalf of the Government of the said State in the presence of—	E. PARKES, Under Secretary.	CLAUDE JAMES

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THE AMENDING AGREEMENT.

AN AGREEMENT made the twenty-eighth day of September, one thousand nine hundred and thirty-two, BETWEEN ROBERT NETTLEFOLD of Hobart, in Tasmania, merchant; Sir JOHN GELLIBRAND of Risdon, in Tasmania, Knight Commander of the Most Honourable Order of the Bath; WILLIAM EDWARD LODEWYK HAMILTON CROWTHER of Hobart, aforesaid medical practitioner; WILLIAM MARTIN of Launceston, in Tasmania, solicitor; and GEOFFREY ARCHER WALCH of Hobart, aforesaid, merchant (hereinafter called "the Trustees"), of the one part; and CLAUDE JAMES, 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 is SUPPLEMENTAL to an agreement (hereinafter called "the Building Agreement"), dated the tenth day of August, one thousand nine hundred and thirty-two, and made between the Trustees of the one part and the Minister of the other part, whereby it was agreed that the Trustees should erect and hand over to the Government, upon the terms and conditions therein mentioned, a Home or Institute (hereinafter called "the said Institute") for borderline and convalescent mental cases AND IS SUPPLEMENTAL to an agreement (hereinafter called "the Millbrook Agreement"), dated the tenth day of August, one thousand nine hundred and thirty-two, and made between the Trustees of the one part and the Minister of the other part, whereby it was agreed that the Trustees should sell, and the Minister should purchase, for the sum therein mentioned the property therein described and known as "Millbrook" upon the terms and conditions therein set forth:

WHEREAS it was the intention of the Trustees and the Minister that that said Institute should consist of an administrative block and one wing to provide accommodation for male patients only:

AND WHEREAS the Minister is now desirous that in the said Institute provision should be made for the reception, detention, care, treatment, and/or observation of such female patients as could or would be classified or designated as borderline cases and convalescent cases as defined in the Building Agreement and for the accommodation of three nurses and two domestics:

AND WHEREAS the Trustees have offered to enlarge the size of the said Institute and to erect, at their own cost and expense as part of the said Institute, a wing for the accommodation of such female patients, nurses, and domestics (hereinafter called "the female wing"), in accordance with the desires of the Minister and in accordance with plans and specifications approved by him, provided that the purchase price to be paid by the Government to the Trustees under the Millbrook Agreement for the purchase of Millbrook shall be increased by such sum not exceeding Three thousand five hundred Pounds as shall be expended by the Trustees in the erection of a female wing, exclusive of the cost of the foundations therefor, which offer has been accepted by the Minister for and on behalf of the Government:

AND WHEREAS since the date of the Building Agreement the Trustees have called and received tenders for the erection of the said Institute as contemplated by the Building Agreement and the foundations for the female wing, and it has been found that the amount to be expended by the Trustees in connection therewith far exceeds the amount which they had originally intended to expend upon the said

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Institute, and that the amount of Five thousand Pounds specified in Clause 12 of the Building Agreement would be insufficient to recoup the Trustees their outlay and expenditure in connection with the said Institute and the foundations for the female wing should the position contemplated in the said Clause 12 of the Building Agreement at some future time arise, and the Trustees have accordingly requested the Minister to vary the Building Agreement in manner hereinafter mentioned, which the Minister on behalf of the Government has agreed to do: A.D. 1932.

AND WHEREAS it shall be deemed lawful for the Trustees and the Minister to enter into this Agreement.

NOW IT IS HEREBY AGREED AS FOLLOWS:—

1. That the Trustees shall forthwith proceed with the erection of the female wing, and shall complete the same with all reasonable dispatch in accordance with the said plans and specifications.

2. The female wing shall become part of the said Institute, and shall be furnished and equipped suitably for the purposes for which the same is intended by and at the cost and expense of the Government, and shall in all respects be subject to the conditions and agreements set forth in the Building Agreement.

3. That Clause 2 (b) of the Millbrook Agreement shall be amended by inserting immediately after the words "such purchase" and immediately before the words "which said annual rental," occurring in line 13 thereof, the words "and upon such additional sum not exceeding Three thousand five hundred Pounds as shall be expended by the Trustees in the erection of the female wing, exclusive of the cost of the foundations therefor."

4. That Clause 2 (g) of the Millbrook Agreement shall be amended by—

(a) Inserting immediately after the words "such purchase" and immediately before the words "and the Trustees," occurring in line 12 thereof, the words "and together with such additional sum not exceeding Three thousand five hundred Pounds as shall be expended by the Trustees in erection of the female wing, exclusive of the cost of the foundations therefor"; and

(b) Inserting immediately after the words "as aforesaid" at the end of line 17 thereof the words "and of such additional sum not exceeding Three thousand five hundred Pounds as shall have been expended by the Trustees in the erection of the female wing, exclusive of the cost of the foundations therefor as aforesaid"; and

(c) Deleting the word "thereon," occurring in line 18 thereof, and substituting therefor the words "on all of such said sums."

5. That Clause 12 of the Building Agreement shall be amended by—

(a) Deleting the words "Five thousand Pounds," occurring in line 19 thereof, and substituting therefor the words "Eight thousand Pounds"; and

(b) Inserting immediately after the words "said Institute," occurring in line 21 thereof, the words "and the foundations for the female wing."

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6. That the Building Agreement and the Millbrook Agreement shall be read and construed in all respects as if the foregoing amendments had been made to the said Agreements before the same had been signed by the parties thereto and had been originally incorporated therein.

IN WITNESS whereof the parties hereto have hereunto signed their names, the day and year first hereinbefore written.

Signed by the said ROBERT NETTLE-
FOLD in the presence of— }
A. P. CRISP, Solicitor, Hobart. } ROBT. NETTLEFOLD

Signed by the said Sir JOHN GELLI-
BRAND in the presence of— }
A. P. CRISP, Solicitor, Hobart. } JOHN GELLIBRAND

Signed by the said WILLIAM EDWARD
LODEWYK HAMILTON CROWTHER
in the presence of— }
A. P. CRISP, Solicitor, Hobart. } WILLIAM E. L. H. CROWTHER.

Signed by the said WILLIAM MARTIN
in the presence of— }
A. P. CRISP, Solicitor, Hobart. } WM. MARTIN

Signed by the said GEOFFREY ARCHER
WALCH in the presence of— }
A. P. CRISP, Solicitor, Hobart. } G. A. WALCH

Signed by the said CLAUDE JAMES,
the Chief Secretary for the State
of Tasmania, for and on behalf
of the Government of the said
State, in the presence of— }
E. PARKES, Under Secretary. } CLAUDE JAMES