

No. , 1916.

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# A BILL

To ratify an agreement made between the Honorable the Premier and the Honorable the Prime Minister of the Commonwealth of Australia for the transfer of certain properties to the Commonwealth for the purpose of establishing a naval depot and dockyard, and for the re-transfer to the State of New South Wales of certain land, being part of Goat Island, in Port Jackson, for the purpose of carrying out such agreement; to provide for vesting certain lands in the Commonwealth; and for purposes consequent thereon or incidental thereto.

**B**E it enacted by the King's Most Excellent Majesty, by and with the advice and consent of the Legislative Council and Legislative Assembly of New South Wales in Parliament assembled, and by the authority of the same, as follows:—

**1.** This Act may be cited as the "Naval Properties Transfer Act, 1916," and shall come into force on a date to be proclaimed by the Governor in the Gazette. Short title.

**2.** In this Act,— Definition.

"The agreement" means the agreement dated the twenty-sixth day of October, one thousand nine hundred and fifteen, and made between the Honorable the Premier of New South Wales and the Right Honorable the Prime Minister of the Commonwealth, and deposited at the office of the said Premier, together with the plans thereunto annexed.

A copy of such agreement (without the plans) is set out in the Schedule to this Act.

**3.** The agreement is ratified. Ratification.

**4.** The lands known as Cockatoo and Schnapper Islands, referred to in the agreement and delineated on the plan marked "A" thereunto annexed, are vested in the Commonwealth for an estate in fee-simple, free from encumbrances, reservations, conditions, and provisoes. Vesting.

**5.** The right to reclaim the areas shown in blue colour on the plan marked "A" annexed to the agreement is hereby granted to the Commonwealth, and the lands under the said areas are vested in the Commonwealth for an estate in fee-simple free from all encumbrances, reservations, conditions, and provisoes. Right to reclaim.

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THE 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 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 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 provisoes 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 connection therewith.

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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 provisoes; 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 connection 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, structures, erections, dockyards, machinery, and plant erected, constructed, or placed thereon, and all tools and appliances used in connection 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 and 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, subsection 1, of the Constitution of the Commonwealth of Australia.

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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 connection 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 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 connection 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 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 hereunto set their hands and seals the day and year first above written.

THE

Naval Properties Transfer.

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 in the presence of,— M. L. SHEPHERD, ANDREW FISHER (L.S.)

Signed sealed and delivered by the said William Arthur Holman in the presence of,— E. B. HARKNESS, W. A. HOLMAN (L.S.)

ANNEXURE "C."

COCKATOO ISLAND DOCKYARD.

(Including Schnapper Island, &c.).

SUMMARY of Schedules showing the valuations agreed upon.

Table with 4 columns: Schedule, No. of Folio, Particulars, Valuation. It lists valuations for Cockatoo Island and Schnapper Island, including freehold land, reclaimed areas, and rights to establish buoys and wharves.

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ANNEXURE "C"—continued.

Schedule.	No. of Folio.	Particulars.	Valuation.
		Brought forward.....	£120,175 0 0
		<i>Cockatoo Island.</i>	
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	" " machines .....	11,500 0 0
11	4	Cranes.....	34,118 0 0
			£351,889 14 7
		<i>Particulars.</i>	
12	2	Sutherland and Fitzroy Docks, with all other plant connected therewith.....	350,000 0 0
13 (a)	3	Machines, Machine Shop, section A.....	£11,029 10 0
(b)	2	" " " B.....	5,555 10 0
(c)	2	" " " C.....	5,677 10 0
(d)	1	" " " D.....	8,521 10 0
(e)	2	" " " E.....	3,713 0 0
(f)	1	" " " F.....	2,825 0 0
(g)	1	" Old boiler shop .....	1,427 0 0
(h)	1	" Moulding shop.....	12,051 12 0
(j)	1	" Blacksmith's 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	" Shipwright's 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 and plumbers' shop.....	947 0 0
(s)	1	" Tool room.....	768 0 0
(t)	1	" Inspector's store.....	595 0 0
			100,104 10 6
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.  
E. B. H.

A. F.  
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 Expenditure .....	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.

E. B. H.

A. F.

W. A. H.