

GOVERNMENT DOCKYARD  
NEWCASTLE (FLOATING DOCK  
AGREEMENT RATIFICATION)  
ACT.

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Act No. 24, 1927.

George V, No. 24. An Act to ratify and provide for carrying into effect so far as the State of New South Wales is concerned, an Agreement made between the Commonwealth of Australia and the State of New South Wales respecting the construction, equipment, control, and management of a Floating Dock at Walsh Island Dockyard, Newcastle; to amend the Public Works Act, 1912; and to provide for the construction of an embankment to close the southern channel of the Hunter River at Hexham; and for purposes connected therewith or incidental thereto. [Assented to, 1st March, 1927.]

WHEREAS

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Preamble.

**W**HEREAS the Minister of State for Defence of the Commonwealth and the Minister for Public Works for the State of New South Wales have entered into an agreement, a copy of which is set out in the First Schedule to this Act, subject to the same being ratified by the Parliament of the said State: And whereas it is desirable to ratify and to provide for carrying into effect the said agreement: And whereas it is necessary and desirable in connection with the works to which the said agreement relates, to construct an embankment to close the southern channel of the Hunter River at Hexham and to carry out the works more particularly described in the Second Schedule to this Act: Be it therefore 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 “Government Dockyard, Newcastle (Floating Dock Agreement Ratification) Act, 1927.” Short title.

**2.** This Act shall bind the Crown.

Act to bind  
the Crown.

**3.** In this Act, unless inconsistent with the context or subject-matter,—

Interpre-  
tation.

“the Agreement” means the agreement a copy of which is set out in the First Schedule to this Act.

“the Southern Channel” means the southern channel of the Hunter River at Hexham as particularly described in the Second Schedule to this Act.

**4.** (1) The agreement, a copy of which is set out in the First Schedule to this Act, is hereby approved, and may be carried into effect notwithstanding the provisions of any other Act. Approval of  
agreement.

(2) All matters and things by the agreement agreed to be done by or on behalf of the Government of New South Wales are hereby sanctioned and authorised.

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Closing of  
southern  
channel of  
Hunter River  
at Hexham  
and works  
incidental to  
agreement  
and closing  
of channel.

**5.** (1) The construction of an embankment to close the southern channel of the Hunter River at Hexham more particularly described in the Second Schedule to this Act, the estimated cost of which is Sixteen thousand nine hundred pounds (£16,900), is hereby sanctioned and authorised and may be carried out by the Minister for Public Works notwithstanding the provisions of the Public Works Act, 1912, or any other Act.

(2) The plan of the said work is the plan marked "Newcastle Harbour Improvements, proposed South Arm Channel showing Barrier Bank," signed by the Secretary for Public Works and countersigned by the Chief Engineer for Harbours and Drainage, and deposited in the public office of the said secretary.

(3) Any works to be carried out by the Minister for Public Works for New South Wales in connection with or incidental to or for the carrying into effect of the agreement and the closing of the southern channel shall be deemed to be authorised works within the meaning of the Public Works Act, 1912, and the Minister for Public Works shall be deemed to be the Constructing Authority under the said Act.

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**SCHEDULES.**

**FIRST SCHEDULE.**

AGREEMENT made the twenty-seventh day of August, one thousand nine hundred and twenty-six, between the Honourable Sir Neville Reginald Howse, V.C., K.C.B., K.C.M.G., His Majesty's Minister of State for Defence of the Commonwealth of Australia, for and on behalf of His Majesty King George the Fifth (in right of the said Commonwealth), hereinafter called "the Minister for Defence," which expression as hereinafter used shall include his successors in office, of the one part and the Honourable Martin Matthew Flannery, the Minister for Public Works for the State of New South Wales for and on behalf of his said Majesty (in right of the said State) hereinafter called "the Minister for Public Works," which expression as hereinafter used shall include his successors in office of the other part.

WHEREAS the Minister for Public Works proposes to construct and equip a floating dock and the Minister for Defence has agreed to pay to the Minister for Public Works a sum of one hundred and thirty-five thousand pounds (£135,000) as a contribution towards the cost of constructing and equipping the said floating dock:

Now it is hereby agreed as follows:—

1. The Minister for Public Works shall at the expense of the State of New South Wales and to the satisfaction of such officer or officers as the Minister for Defence may appoint construct and properly equip at Walsh Island Dockyard a Floating Dock in all respects in accordance with plans and specifications to be mutually agreed upon between the said Minister for Defence or a person in that behalf authorised by him and the Minister for Public Works or a person in that behalf authorised by him.

2. The plans and specifications of the said dock shall inter alia provide that the said dock shall—

- (i) have a lifting capacity of 15,000 tons and be capable of efficiently docking cruisers of 10,000 tons in a damaged condition up to 15,000 tons displacement;
- (ii) be of sufficient dimensions so as to enable two destroyers each not exceeding 2,000 tons displacement to be docked abreast thereon;
- (iii) be self-docking and be either of the pontoon type or of the three-section type as may be most suitable for towing in one length;
- (iv) be equipped with proper plant and machinery for generating sufficient power for pumping, light, cranes, capstans, and for such workshop machines not exceeding six in number as may be reasonably necessary for the proper use of the said dock; allowing that the pumping plant operates at a period distinct from any period when the remaining machinery except light and capstans operates;

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- (v) be equipped with two cranes, including one crane on the side walls having a lifting capacity of 8 tons;
- (vi) be equipped with mooring chains and anchors sufficient to moor the dock away from a wharf in such manner as to permit of the docking of vessels up to 15,000 tons displacement.

3. The Minister for Public Works shall use his best endeavours to complete the construction and equipment of the said dock within a period of three years from the date of this Agreement.

4. Except as provided in clause 5 of this Agreement the dock shall at all times be located at Walsh Island Dockyard and be under the control and management of the Minister for Public Works.

5. In times of international emergency (of which the Minister for Defence shall be the sole judge) or of war or on the stranding of a warship of the Commonwealth or another similar event the Commonwealth may by notice in writing signed by or on behalf of the Minister for Defence to the Minister for Public Works take over immediately the absolute control and management of the dock and may move it to such place or places in or out of the Commonwealth as the Minister for Defence may from time to time think fit. Immediately upon such notice being given the State shall take all such steps as may be necessary to facilitate the taking over of the said dock by the Commonwealth at Walsh Island.

6. At all times while the dock is under the control and management of the Minister for Public Works he shall at the expense of the State of New South Wales maintain the said dock and equipment in good order and condition so as to be always ready for the purpose of docking and repair of vessels.

7. (1) At all times while the dock is under the absolute control and management of the Minister for Defence as provided in clause 5 of this Agreement the expense of maintenance of the dock and equipment shall be borne by the said Minister for Defence.

(2) When no longer required by the Minister for Defence the dock shall be returned by him to Walsh Island Dockyard and delivered back to the Minister for Public Works in as good condition as when the absolute control and management of the dock were taken over by the Minister for Defence fair wear and tear excepted, such fair wear and tear to be taken as not including damage incurred by any act of war.

(3) In the event of the total loss of the said dock whilst under the absolute control and management of the Minister for Defence he shall pay to the Minister for Public Works in full satisfaction of all claims (if any) which the said Minister may have against the Minister for Defence in respect of or arising out of such total loss an amount equal to the original capital cost of the dock to the New South Wales Government reduced proportionately by the depreciation which has taken place up to the time of such loss in the value of the dock.

(4) The amount to be paid by the Minister for Defence to the Minister for Public Works under the last preceding subclause shall in default of agreement between the parties be determined by two arbitrators (one to be appointed by each party) under the laws of the State relating to arbitration.

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(5) In determining the amount to be paid by the Minister for Defence to the Minister for Public Works as aforesaid for the value of the dock account shall only be taken of the original cost to the New South Wales Government of the dock and its equipment as structures and no account shall be taken of any appreciation in the value of the dock and its equipment or any loss of profits or any other matter or thing arising out of the total loss of the dock as aforesaid.

(6) For the purpose of this Agreement the term "original cost to the New South Wales Government" shall mean the total cost of the dock and its equipment as a structure not including the cost of dredging operations or of provision of barrage less the amount of the subsidy paid by the Commonwealth Government to the New South Wales Government.

(7) For the purposes of this clause the life of the dock shall be assumed to be forty years provided that if either party can prove to the satisfaction of the other party or failing to prove to the satisfaction of the other party can prove to the satisfaction of two arbitrators mutually agreed upon that the life of the dock for the purposes of the New South Wales Government is more or less than forty years then the life so proved shall be taken for the purpose of this clause to be the life of the dock.

8. During such time as the dock is under the absolute control and management of the Minister for Defence he shall pay to the Minister for Public Works as compensation for the use of the dock—

- (i) Interest at the average rate fixed by the State Treasurer annually on loans raised during the period of construction on the original cost of the dock and its equipment as a structure to the New South Wales Government.
- (ii) An annual payment equal to the sinking fund rate for the original capital cost to the State of New South Wales of the dock and its equipment. Such sinking fund rate shall be mutually agreed upon between the parties hereto and in default of agreement shall be determined by two arbitrators (one to be appointed by each party) under the laws of the State relating to arbitration.

For the purpose of this subclause the life of the dock shall be taken as forty years.

9. (1) The Minister for Defence agrees to pay to the Minister for Public Works as a contribution towards the cost of the construction and equipment of the dock in accordance with this Agreement the sum of one hundred and thirty-five thousand pounds (£135,000) and no more.

(2) The said amount of one hundred and thirty-five thousand pounds (£135,000) shall be paid to the Minister for Public Works in two instalments of sixty-seven thousand five hundred pounds (£67,500) each at the following times namely—A first instalment of sixty-seven thousand five hundred pounds (£67,500) shall be paid to the Minister for Public Works upon the signing of this Agreement and the second instalment shall be paid to the Minister for Public Works upon the officer or officers appointed by the Minister for Defence in that behalf certifying that the dock has been constructed and equipped in all respects in accordance with the plans and specifications mutually agreed upon under clause 1.

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10. Upon notice being given by the Minister for Defence of intention to assume control of the dock and equipment under clause 5 hereof the Minister for Defence shall indemnify and keep indemnified the Minister for Public Works against all claims demands losses costs charges expenses and damages whatsoever which he shall at any time hereafter sustain or incur by reason of the Minister for Defence giving such notice or assuming such control as aforesaid in respect of all contracts previously entered into by him involving the use of the dock and equipment which the Minister for Public Works shall in consequence of such notice be unable to carry out.

11. If any question or difference whatsoever shall arise between the parties hereto touching this Agreement or any clause or thing herein contained or the construction hereof such question or difference shall be referred to two arbitrators (one to be appointed by each party) under the provisions of the then existing law of the said State relating to arbitration. And each of the parties shall do all acts and things and sign and execute all instruments and deeds necessary to such reference and to give effect to the award to be made pursuant to such reference.

12. This Agreement shall take effect only on ratification by the Parliament of the said State without alteration.

In witness whereof the hands and seals of the parties hereto were hereunto affixed the day and year first before written.

Signed sealed and delivered by the  
said NEVILLE REGINALD HOWSE }  
in the presence of— } NEVILLE REGINALD  
T. TRUMBLE. } HOWSE. (SEAL)

And by the said MARTIN MATTHEW }  
FLANNERY in the presence of— } M. M. FLANNERY.  
C. TYE. } (SEAL)

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**SECOND SCHEDULE.**

The construction of a barrier bank to close the southern channel of the Hunter River at its upper end, near Hexham, extending from the western bank of the river to Ash Island for the purpose of improving the ebb tide scour in the northern or main channel of the river and the diversion of flood waters from the southern channel, subject to such deviations and modifications as may be found necessary by the Constructing Authority.

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INCOME