

# EMPIRE AIR SERVICE (ENGLAND TO AUSTRALIA).

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**No. 11 of 1941.**

An Act to authorize the execution of an Agreement relating to the Empire Air Service between England and Australia.

[Assented to 7th April, 1941.]

[Date of commencement, 5th May, 1941.]

**B**E 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 *Empire Air Service (England to Australia) Act 1941*.

2. The execution, by or on behalf of the Commonwealth, of an agreement, in the form set forth in the Schedule to this Act, is hereby authorized.

Authorization  
of agreement  
between the  
Commonwealth  
and Qantas  
Empire  
Airways.

## THE SCHEDULE.

### Section 2.

SUPPLEMENTAL AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ One thousand nine hundred and forty BETWEEN THE COMMONWEALTH OF AUSTRALIA (hereinafter referred to as "the Commonwealth") of the one part and QANTAS EMPIRE AIRWAYS LIMITED a Company registered under the laws of the State of Queensland relating to the registration of Companies and having its registered office at Union Bank Chambers, Queen and Creek streets, Brisbane, in the said State (hereinafter called the "Contractor") of the other part and annexed or intended to be annexed to an Agreement dated the twenty-third day of July 1938 made between the parties hereto for the establishment operation and maintenance of an Aeroplane Service between Sydney in the State of New South Wales and Singapore in the Straits Settlements (which Agreement is hereinafter referred to as "the Principal Agreement");

WHEREAS as a result of certain changes in the form of administration of the governmental control of civil aviation and aerial navigation in the Commonwealth it has been found necessary to vary the Principal Agreement in the manner hereinafter appearing to which variation the parties hereto have agreed :

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED as follows :—

1. THE Conditions of Contract contained in the Schedule to the Principal Agreement shall as from the eleventh day of January 1939 be deemed to be varied as follows :—

- (a) By deleting therefrom the definitions of " Civil Aviation Board ", " Controller-General of Civil Aviation ", " Minister ", " Secretary, Department of Defence ", and " the Secretary, Civil Aviation Board ", and by adding thereto the following definitions, namely :—

" Minister " means the Minister of State for Civil Aviation of the Commonwealth and includes any other Minister of State of the Commonwealth for the time being acting for the said Minister and any member of the Federal Executive Council for the time being acting for or on behalf of the said Minister of State for Civil Aviation, and any Minister of State of the Commonwealth for the time being administering the Air Navigation Act or the Air Navigation Regulations.

" Director-General " means the Director-General of Civil Aviation of the Department of Civil Aviation of the Commonwealth, or the officer for the time being (by whatever title known) performing the duties now performed by or usually associated with the office of the Director-General of Civil Aviation ; and

- (b) By substituting for the words " Secretary, Department of Defence " and for the words " Secretary, Civil Aviation Board " and for the words " Controller-General of Civil Aviation " wherever respectively occurring the words " Director-General ".

2. ANY duty, right, power or function conferred by the Conditions of Contract contained in the Schedule to the Principal Agreement on the Secretary, Department of Defence, or on the Secretary, Civil Aviation Board, or on the Controller-General of Civil Aviation, as respectively originally defined in the said Conditions of Contract, which has been performed or exercised by the Director-General as defined in Clause 1 of this Agreement between the eleventh day of January 1939 and the date of execution of this Agreement shall for purposes of the Principal Agreement be deemed to have been performed or exercised by the person on whom it was conferred by the said Conditions of Contract.

THE SCHEDULE—*continued*

3. ANY duty, right, power or function conferred by the Conditions of Contract contained in the Schedule to the Principal Agreement on the Minister as originally defined in the said Conditions of Contract which has been performed or exercised by the Minister as defined in Clause 1 of this Agreement between the eleventh day of January 1939 and the date of execution of this Agreement shall for purposes of the Principal Agreement be deemed to have been performed or exercised by the Minister on whom it was conferred by the said Conditions of Contract.

IN WITNESS WHEREOF the parties hereto have executed these presents the day and year first before written.

SIGNED SEALED AND DELIVERED by the }  
Honorable

Minister of State for Civil Aviation of the }  
Commonwealth of Australia for and on }  
behalf of the Commonwealth of Australia }  
in the presence of—

THE COMMON SEAL of QANTAS EMPIRE }  
AIRWAYS LIMITED was hereunto affixed }  
in pursuance of a Resolution of the Board }  
and in the presence of—

Director.

Director.

Secretary.