

1923-4.

THE PARLIAMENT OF THE COMMONWEALTH.

HOUSE OF REPRESENTATIVES.

Read 1° 21st August, 1924.

(Brought in by the Prime Minister, the Right Honorable S. M. Bruce.)

A BILL

FOR

AN ACT

To approve the Agreement made between His Majesty's Government of the Commonwealth of Australia and Amalgamated Wireless (Australasia) Limited.

BE it enacted by the King's Most Excellent Majesty, the Senate, and the House of Representatives of the Commonwealth of Australia, as follows :—

- 1. This Act may be cited as the *Wireless Agreement Act 1924*. Short title.
- 5 2. The Agreement made between His Majesty's Government of the Commonwealth of Australia and the Amalgamated Wireless (Australasia) Limited (a copy of which is set forth in the Schedule to this Act) is approved. Approval of Agreement.

THE SCHEDULE.

AN AGREEMENT made the twentieth day of August One thousand nine hundred and twenty-four between THE COMMONWEALTH OF AUSTRALIA (hereinafter called "the Commonwealth") of the one part and AMALGAMATED WIRELESS (AUSTRALASIA) LIMITED of Sydney in the State of New South Wales (hereinafter called "the Company") of the other part WHEREAS by an Agreement dated the twenty-eighth day of March One thousand nine hundred and twenty-two made between the parties hereto (hereinafter referred to as "the Principal Agreement") the Company agreed with the Commonwealth to do certain things therein set forth AND WHEREAS in pursuance of Clause twelve of the Principal Agreement the Company has entered into an agreement with Marconi's Wireless Telegraph Company Limited (hereinafter called "the Marconi Company") providing for the erection and operation of the stations mentioned in sub-clauses (f) and (g) of Clause 5 of the Principal Agreement which Agreement with the Marconi Company contains guarantees of a nature and to an amount approved of by the Commonwealth's representatives on the Board of Directors of the Company for the provision of a direct commercial wireless service between Australia and the Stations in the United Kingdom and Canada AND WHEREAS at the time of the making of the Principal Agreement the parties thereto believed that the British Government would be ready and willing to grant licences for the erection and operation of a trunk station and other stations in the United Kingdom for communication with Australia AND WHEREAS the British Government refuses to grant licences for the erection and operation of Commercial Wireless Stations in the United Kingdom with a view to communication with Australia and the Marconi Company is by reason thereof unable to obtain the necessary licence to erect or operate the said trunk station in the United Kingdom for that purpose AND WHEREAS the Commonwealth is desirous that the Company should (notwithstanding the fact that the Marconi Company is prevented at the present time from providing a main trunk station in the United Kingdom) proceed with the erection of the main trunk station in Australia and has requested the Company to endeavour to arrange with the Marconi Company to proceed with the erection of such station and the Company has agreed to do so PROVIDED the Company is relieved from certain obligations under the Principal Agreement NOW, IN CONSIDERATION OF THE PREMISES IT IS HEREBY AGREED as follows:—

1. This Agreement shall have no force or effect and shall not be binding upon either party unless and until it is approved by the Parliament of the Commonwealth of Australia.

2. This Agreement shall commence and come into full force and effect upon the date upon which it is so approved by the Parliament of the Commonwealth of Australia.

3. Upon the Company entering into an agreement—

- (a) providing to the satisfaction of the Representatives of the Commonwealth on the Board of Directors of the Company for the erection in Australia of a main trunk station capable of providing (as soon as a suitable corresponding station has been erected in the United Kingdom and/or Canada) a commercial wireless service to communicate with such corresponding stations with a traffic capacity as regards each of such corresponding stations of at least twenty-one thousand six hundred (21,600) words per day each way for three hundred (300) days per year at an estimated capital cost not exceeding One hundred and twenty thousand pounds (£120,000).
- (b) containing guarantees of such a nature and to such an amount as are approved by the Commonwealth Representatives on the Board of Directors for the erection of the said main trunk station and for its capability to provide the service stipulated in the last preceding paragraph;

the Company shall be relieved from the following obligations under the Principal Agreement, namely:—

- (a) Its obligation to arrange for the operation of suitable corresponding stations in the United Kingdom under sub-clause (e) of Clause 5 of the Principal Agreement;
- (b) Its obligation under sub-clause (d) of Clause 5 of the Principal Agreement to arrange the rates to be charged for messages between Australia and the United Kingdom transmitted or received by the Company;
- (c) Its obligation to provide a main trunk station in the United Kingdom in pursuance of sub-clause (f) of Clause 5 of the Principal Agreement;

THE SCHEDULE

THE SCHEDULE—continued.

- (d) Its obligation to arrange for the erection and operation of a station in Canada in accordance with sub-clause (g) of Clause 5 of the Principal Agreement ;
- (e) Its obligation under Clause 12 of the Principal Agreement to enter into an agreement providing for the erection and operation of stations in the United Kingdom and Canada in pursuance of sub-clauses (f) and (g) of Clause 5 of the Principal Agreement ;
- (f) Its guarantee referred to in Clause 12 of the Principal Agreement to make provision for a direct commercial wireless service between Australia and the stations in the United Kingdom and Canada hereinbefore referred to.

4. The Company will charge for its part in the transmitting and receiving messages to and from Australia and the United Kingdom not more than one-half of the respective amounts scheduled in paragraph (d) of Clause 5 of the Principal Agreement and will pay to the Postmaster-General such amounts as may be due at standard tariff rates in respect of messages handled by the Post Office.

5. Clause 7 of the Principal Agreement is amended by the substitution of the words " four years " for the words " three years ". The valuation of assets provided for in Clause 6 of the Principal Agreement shall be determined before the expiration of the extended term of four years referred to in this paragraph.

6. The Principal Agreement shall be deemed to be amended so as to give effect to the stipulations herein contained and subject thereto to remain in full force and effect.

IN WITNESS whereof the parties hereto have executed these presents the day and year first above-mentioned.

Signed, sealed and delivered by the Right Honorable Stanley Melbourne Bruce Prime Minister of the Commonwealth of Australia for and on behalf of the said Commonwealth in the presence of—
R. R. GARRAN.

S. M. BRUCE (L.S.)

The Common Seal of AMALGAMATED WIRELESS (AUSTRALASIA) LIMITED was herunto affixed by G. Mason Allard and W. T. Appleton two Directors of the Company in the presence of—
J. F. WILSON,
Secretary.

G. MASON ALLARD *
W. T. APPLETON
(L.S.)

