

WIRELESS

Copies of the undermentioned Agreements made between the Commonwealth of Australia and Amalgamated Wireless (Australasia) Limited :—

Agreement dated 28th March, 1922 . . . Page 1.

Agreement dated 20th August, 1924 . . . Page 7.

Agreement dated 15th November, 1927 . . Page 9.

Agreement dated 28th March, 1922.

AGREEMENT made this twenty-eighth day of March One thousand nine hundred and twenty-two 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 whereby it is agreed as follows :—

1. The Company shall forthwith take all necessary steps to increase the capital of the Company to the sum of One million pounds (£1,000,000) divided into one million (1,000,000) shares of One pound (£1) each.

2. The Commonwealth shall forthwith, after the expiration of one month from the date of this Agreement apply for and the Company shall allot to the Commonwealth Five hundred thousand and one shares (500,001) for which the Commonwealth shall pay on allotment the sum of two shillings (2s.) per share. Further calls in respect of the said shares shall be limited to the following amounts and dates namely :—

Six shillings (6s.) per share not earlier than the first day of July One thousand nine hundred and twenty-two; six shillings (6s.) per share not earlier than the first day of January One thousand nine hundred and twenty-three; and six shillings (6s.) per share not earlier than the first day of July One thousand nine hundred and twenty-three.

3. The Company shall forthwith take all necessary steps to alter its Memorandum and/or Articles of Association so as to provide—

- (i) that on any increase of capital the Commonwealth shall be entitled to subscribe so much capital and be allotted so many shares that at all times the Commonwealth will hold a majority in number and value of the shares in the Company;
- (ii) that every shareholder shall have one vote for every share held by him provided that a holder of shares allotted to the Commonwealth under this Agreement shall not be entitled to vote in respect of the election or removal

of Directors representing the holders of shares other than those allotted to the Commonwealth under this Agreement ;

- (iii) that so long as the Commonwealth or its nominees continue to hold a majority in number and value of the shares there shall be seven Directors of the Company, of whom three shall be nominated by and represent the Commonwealth and three shall be elected by and represent the holders of shares other than those allotted to the Commonwealth under this Agreement, and the seventh Director shall be selected by a majority vote of the other six Directors, and if the voting is equal shall be selected by arbitration in the manner provided by clause 20 of this Agreement in respect of matters in dispute between the Commonwealth and the Company, and shall hold office for a period of three years subject to removal at any time during that period by the unanimous vote of the other Directors. The Board of Directors so constituted shall appoint its own Chairman ;
- (iv) that dividends may be declared and paid by the Board of Directors ;
- (v) that the Directors nominated by and representing the Commonwealth shall need no other qualification and shall not be subject to any disqualification or to removal by the Company, and shall not be subject to periodical retirement but shall hold office subject to the pleasure of the Commonwealth which may from time to time retire them and make new appointments ;
- (vi) that the Commonwealth may from time to time by instrument in writing appoint any person to be the holder of any shares of the Commonwealth, and that such holder shall be entitled to be registered as the holder of such shares and have all the rights and privileges of a holder of such shares ;
- (vii) that no action or question or decision relating to or affecting—
 - (1) the policy of the Commonwealth in connexion with Naval or Military or External affairs ; or
 - (2) any proposed sale or disposition of the Company's business or any part thereof ; or
 - (3) any proposed change in the status, powers, objects, or constitution of the Company ;
 shall be taken, determined or made without the consent of the Commonwealth as expressed through its representatives on the Board of Directors ;
- (viii) that the Company shall not enter into or be a party to any commercial Trust or Combine but shall always be and remain an independent British business ;
- (ix) that other things being equal the Company shall give preference to goods manufactured in the Commonwealth when purchasing machinery, plant and supplies ; and
- (x) any other matters and things necessary or expedient to protect the interests of the Commonwealth under this Agreement.

4. The Company will forthwith proceed with the development, manufacture, sale and use of apparatus for wireless communication and for the wireless transmission of energy within the Commonwealth and its territories and in ships and aircraft owned registered or trading within the Commonwealth or its territories, and for communication with the countries overseas, and the erection of wireless stations and the conduct of wireless services for the purpose of such communications.

5. In particular the Company will forthwith undertake the following programme :—

- (a) To construct, maintain, and operate in Australia the necessary stations and equipment for a direct commercial wireless service between Australia and the United Kingdom ;
- (b) To provide and operate a system of feeder stations for wireless connexion between the main high-power stations and the capital cities of all the States ;
- (c) To equip and organize the feeder stations so as to provide communication with merchant ships round the coast of Australia ;
- (d) To arrange that the rates to be charged for messages between Australia and the United Kingdom transmitted or received by the Company shall not exceed the following :—

Proposed Wireless Rates.

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|-------------------------|------------------------------------|
| Full rate messages | .. 2s. per word |
| Deferred messages | .. 1s. per word |
| Week-end messages | .. 6d. (minimum, 10s. per message) |
| Government messages | .. 1s. per word |
| Press messages | .. 5d. per word |
| Deferred press messages | .. 3d. per word |

- (e) To arrange for the operation of suitable corresponding stations in the United Kingdom ;
- (f) To provide the main trunk stations in Australia and the United Kingdom within two years from the date of this Agreement ;
- (g) To arrange within two years from the date of this Agreement for the erection and operation of a station in Canada capable of commercial communication with the high-power station in Australia, and so equipped as to afford facilities for distributing traffic throughout North America ;
- (h) To take over within one month after signing this Agreement the existing Commonwealth Radio Stations, excepting those wholly under the control of the Department of Defence, but including the stations in Papua, Territory of New Guinea, and Flinders and King Islands, and also if required by the Minister for Home and Territories the station at Willis Islets, and to operate and re-organize the service provided by those stations in such a way as to provide a service at least equivalent to that now being supplied by the Commonwealth Radio Service.

6. The sites, buildings, masts, plant and other assets of the stations, to be taken over by the Company in accordance with paragraph (h) of clause 5 of this Agreement, shall be taken over at a valuation to be

made by a committee including two representatives of the Company and two representatives of the Commonwealth, with an independent Chairman to be agreed upon by the other four representatives or a majority of them, and in default of agreement to be determined by arbitration in the manner provided by clause 20 of this Agreement, the basis of valuation shall be the value of the assets for the purpose of supplying the new service to be undertaken by the Company in pursuance of this Agreement. The amount of the valuation shall be credited to the Commonwealth in part payment for the 500,001 shares to be allotted to the Commonwealth, and shall be deducted from the last payments of capital to be made by the Commonwealth.

7. During the period of construction and re-organization or for a period of three years from the date of this Agreement, whichever is the less, the Commonwealth shall pay to the Company monthly all amounts expended in carrying on the existing Commonwealth Radio Stations, and the Company shall pay to the Commonwealth monthly all sums received as revenue from the working of those stations.

In the case of the existing Radio Stations in the Territory of New Guinea, for a period of seven years from the date of this Agreement, the Commonwealth shall pay to the Company monthly all amounts expended in carrying on those stations, and the Company shall pay to the Commonwealth monthly all sums received as revenue from the working of those stations.

8. The Company shall conform to the policy of the Commonwealth as decided from time to time by the Minister administering the Wireless Telegraphy Act in respect of the operations of Wireless Telegraphy and Telephony within the Commonwealth and territories under the authority of the Commonwealth, and also with respect of *personnel* and employees in the Territory of New Guinea.

Provided that if compliance with this clause involves the Company in any obligations or the doing of any act not specifically provided for in this Agreement the Company shall be compensated in respect of any loss that results therefrom. Such compensation shall, if necessary, be fixed by arbitration in the manner provided by clause 20 of the Agreement.

9. The Company shall take over the existing *personnel* of the Commonwealth Radio Service at rates of remuneration equal to those payable at the time of taking over, and shall conserve to the employees so taken over any pension rights, retiring allowance or furlough rights which would have accrued to those employees if the service with the Company had been a continuation of service with the Commonwealth.

Provided that the cost of such pension rights, retiring allowance or furlough rights shall be borne by the Commonwealth and the Company in proportion to the respective periods of employment with the Commonwealth and the Company :

Provided further that any contributions made by such employees towards such rights shall be divided between the Commonwealth and the Company in the same proportion as that specified in the last preceding proviso.

10. The Company shall operate the stations referred to in paragraphs (b) and (h) of clause 5 in such a way as to facilitate the performance by the Commonwealth of its obligations under the International Radio Telegraph Convention and the International Convention for the safety of life at sea.

11. Any alterations in the rates for traffic within the Commonwealth or between the Commonwealth and any territory under the authority of the Commonwealth or between any such territories shall be subject to the approval of the Government representatives on the Board of Directors: Provided, however, that such consent shall not be withheld if the Board is satisfied that such alterations are necessary for the purpose of meeting additional costs occasioned by increased wages awarded by any Arbitration Court or other Industrial Tribunal of the Commonwealth or of a State or territory. All other rates shall be fixed solely by the Board of Directors.

12. The Company shall within six months after the date of this Agreement or within such extended time as the representatives of the Commonwealth on the Board may approve enter into an agreement providing for the erection and operation of the stations mentioned in paragraphs (f) and (g) of clause 5 of this Agreement. The Agreement shall contain guarantees of such a nature and to such an amount as are approved by the Commonwealth representatives on the Board of Directors for the provision of a direct commercial wireless service between Australia and the stations in the United Kingdom and Canada.

For the purposes of this Agreement, the Commercial Wireless Service means a service capable, as regards plant, apparatus and *personnel*, of maintaining communication throughout 300 days of every year on the minimum basis of twenty words per minute each way for twelve hours per day.

If no such agreement is entered into within six months after the date of this Agreement or within such extended time (if any) as is approved under this clause, the Commonwealth shall be entitled to give notice to the Company of the cancellation of this Agreement, and thereupon the Agreement shall be deemed to be cancelled accordingly.

13. The Commonwealth shall at all times grant to the Company free of charge all permits and licences necessary for the full realization of the programme set out in clause 5 of this Agreement and for the development and manufacture of apparatus as set out in clause 4 of this Agreement.

14. In time of war or public danger the Company shall if required by the Commonwealth hand over to the Commonwealth the control of its stations, its apparatus, its services and its manufacturing plant during such times of war or public danger subject to an equitable financial adjustment to be determined by arbitration in the absence of mutual agreement.

15. So long as this Agreement remains in force the Commonwealth will not impose any condition or restriction of any kind upon the operations of the Company calculated to obstruct the business of the Company:

Provided that the obligations of the Commonwealth under this clause do not extend to any wireless service not included in clause 5 of this Agreement and competing with the land telegraph lines of the Commonwealth.

16. The Commonwealth shall refund to the Company any Customs duty paid by the Company on the importation into Australia of any plant or apparatus which is required for the construction or installation of the first high-power station erected in Australia and which cannot conveniently be manufactured in Australia.

17. Any notice, communication, opinion, agreement, approval or other matter or thing to be given, made, expressed or done by the Commonwealth under these presents shall be deemed to have been duly given, made, expressed or done if given, made, expressed or done in writing, signed on behalf of the Commonwealth by or on behalf of the Prime Minister of the Commonwealth and delivered to or posted by prepaid post, addressed to the Company at the address of its registered office in Australia.

18. Any notice, communication, agreement, approval or other matter or thing to be given, made, expressed or done by the Company under these presents shall be deemed to have been duly given, made, expressed or done if given, made, expressed or done in writing, signed, on behalf of the Company by its secretary or other proper officer, and delivered to or posted by prepaid post addressed to the Prime Minister at his official address at the seat of Government of the Commonwealth.

19. Any delay or disability in the carrying out of this Agreement arising directly from the Act of God, war, restraints of Princes, strikes or lock-outs, or workmen, or other industrial disturbances, shall not entitle any party to damages or to a cancellation of this Agreement, but this Agreement shall to the extent of such delay or disability be deemed to be suspended and shall forthwith come into full force and effect when such delay or disability shall have ceased.

20. In the event of any disagreement between the Commonwealth and the Company as to the meaning of any clause hereof or touching any matter arising out of the same or connected therewith, the matter in dispute shall be referred to one arbitrator mutually selected, or failing mutual selection shall be determined by arbitration under the *Arbitration Act* 1915 of the State of Victoria or any amendment thereof for the time being in force.

21. Nothing in this Agreement shall be construed to prejudice or limit in any way any right or power of the Commonwealth to acquire on just terms compulsorily or otherwise any share or interest of any person in the Company.

22. This Agreement shall have no force and effect, and shall not be binding on either party, unless and until within six months after the date hereof, or within such extended time as is mutually agreed upon, 300,000 new shares of £1 each are issued and are subscribed for by private shareholders and 2s. per share is paid up thereon.

Further calls on the said shares shall be made on the same dates and for the same amounts as calls on the shares held by the Commonwealth.

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

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| Signed, Sealed and Delivered by the Honorable WILLIAM MORRIS HUGHES, Prime Minister of the Commonwealth of Australia, for and on behalf of the said Commonwealth in the presence of— (Sgd.) P. E. DEANE. | } | (Sgd.) W. M. HUGHES. |
| The Common Seal of THE AMALGAMATED WIRELESS (AUSTRALASIA) LIMITED was hereunto affixed in the presence of— (Sgd.) J. F. WILSON. | } | (Sgd.) T. LANGLEY WEBB. (Sgd.) ERNEST T. FISK |

Agreement dated 20th August, 1924.

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 obligations 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 ;
- (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 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 Common-
wealth of Australia for and on behalf
of the said Commonwealth in the
presence of—

S. M. BRUCE (L.S.)

R. R. GARRAN.

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

G. MASON ALLARD
W. T. APPLETON

(L.S.)

J. F. WILSON,
Secretary.

Agreement dated 15th November, 1927.

AN AGREEMENT made the fifteenth day of November, One thousand nine hundred and twenty-seven 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 WHEREBY it is agreed as follows :—

PART I.—PRELIMINARY.

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. This Agreement shall be read and construed as supplemental to and amending the existing Agreements between the same parties dated the 28th March 1922 and 20th August 1924 respectively, and unless the context otherwise requires, as one with the said existing Agreements.

4.—(1.) In this Agreement, unless the context otherwise requires—

"Commercial Wireless Service" includes wireless telegraphy, wireless telephony and all further developments of wireless transmission or reception for commercial purposes ;

"Post and Telegraph Act" means the *Post and Telegraph Act* 1901-1923, and includes any amendments thereof ;

"Principal Agreement." means the Agreement dated the 28th March 1922 made between the parties hereto as amended by the Agreement of the 20th August 1924 between the same parties :

“ Wireless Telegraphy Act ” means the *Wireless Telegraphy Act* 1905, and includes any amendments thereof ;

“ Wireless telephone broadcasting station ” means a station operating under licence under the *Wireless Telegraphy Act* for the purpose of the transmission of speech or music intended for simultaneous reception by all listeners as distinct from point to point communication.

(2. In this Agreement the words “ terminal charges ”, “ transit charges ” and “ land-line charges ” have the same meanings respectively as in the *International Telegraph Convention and Regulations* thereunder and the *International Radio-Telegraph Convention and Regulations* thereunder.

PART II.—PROVISIONS RELATING TO BROADCASTING AND TO THE USE OF PATENTS.

5.—(1.) This Part of this Agreement shall, subject to the provisions of Clause 11, continue in force for a period of five years from the first day of November 1927, and thereafter until determined by either party by notice given in accordance with the next succeeding sub-clause.

(2.) At any time after the expiration of four years from the commencement of this Part, either party to this Agreement may give to the other party twelve months’ notice of its intention to determine this Part.

(3.) Unless determined at an earlier date in pursuance of Clause 11 this Part shall determine at the date specified in the notice.

6. The Company shall make its Australian patent rights available free of charge during the currency of this Part to—

(a) each wireless telephone broadcasting station in the Commonwealth and its Territories, for the purpose of the establishment and carrying on of wireless telephone broadcasting services ; and

(b) each broadcast listener and radio dealer and manufacturer licensed by the Commonwealth, to use, sell or manufacture within the Commonwealth and its Territories any wireless receiving apparatus (including valves and all accessories), for the purpose of listening to the programmes of wireless telephone broadcasting stations in the Commonwealth and elsewhere :

Provided, however, that : the Commonwealth and the Company agree upon a form of licence agreement to be submitted for signature to the aforesaid users (other than broadcast listeners) then those users (other than broadcast listeners) shall be entitled to benefit under this Clause only while agreeing to be bound by such licence agreement.

7. The patent rights referred to in the foregoing clause are all Australian patent rights for inventions relating to wireless telephone broadcasting which, at any time during the currency of this Part, belong to or are controlled by the Company or in respect of which the Company has power to grant licences or sub-licences.

8. Within thirty days after the close of each month commencing with the month of November, 1927 the Commonwealth shall pay to the Company the sum of threepence in respect of each person who was on the last day of that month licensed or otherwise permitted by the Commonwealth under the Wireless Telegraphy Act to listen to the transmission of wireless telephone broadcasting stations and whose licence or permit was in force.

9.—(1.) The Company agrees, during the currency of this Part, to make all its Australian patent rights available free of charge to the Commonwealth in connexion with the manufacture or use of any plant or apparatus provided that such plant or apparatus is—

- (a) manufactured, and used exclusively, by the Commonwealth ;
or
- (b) manufactured by, and purchased from, the British Government, and used exclusively by the Commonwealth ; or
- (c) purchased by the Commonwealth from the Company, and used exclusively by the Commonwealth.

(2.) The patent rights to which this clause applies include not only the patent rights to which Clauses 6 and 7 of this Agreement apply, but also all other Australian patent rights for inventions relating to wireless telegraphy or wireless telephony, which at any time during the currency of this Part belong to or are controlled by the Company, or in respect of which the Company has power to grant licences or sub-licences :

Provided that, where the patent rights in question are patent rights which the Company is not entitled to use without payment of royalty, the Commonwealth shall be liable to pay the royalty which would be payable by the Company if the use by the Commonwealth were use by the Company.

10. The Company agrees, during the currency of this Part, to grant a licence free of royalty, to each newspaper published in the Commonwealth and each wireless telephone broadcasting station in the Commonwealth, which makes application therefor, to use any or all of the patents to which Clauses 6, 7 and 9 of this Agreement apply, for the purpose of receiving the official news bulletins issued by the British Government and transmitted by Rugby or any other transmitting station in Great Britain.

11.—(1.) The Company agrees to prosecute as expeditiously as possible to judgment the actions which have already been instituted by it in Australia for infringement of patent rights which actions it is agreed are for infringement of patent rights substantially important in connexion with wireless broadcasting.

(2.) The Company agrees that, unless within twelve months from the commencement of this Agreement, judgment in its favour (otherwise than by consent) is given by the Court of final resort upon the issues raised prior to the date of this Agreement by the pleadings in one or more of the actions referred to in sub-clause (1.) of this Clause, it will, within the aforesaid period of twelve months commence an action or actions in New Zealand for infringement of the New Zealand equivalents of the Australian patents involved in the actions referred to in sub-clause (1.) of this Clause or other patents substantially

important in connexion with wireless broadcasting, and will, unless and until there has been given in favour of the Company in the Australian actions, such a judgment as is specified in this sub-clause, prosecute such action or actions as expeditiously as possible.

(3.) If the Company fails to comply with the obligations imposed upon it by sub-clause (2.) of this Clause to take proceedings in New Zealand for infringement of patent rights, this Part of this Agreement shall cease and determine at the expiration of the aforesaid period of twelve months.

(4.) If the Company—

(a) fails, in the Court of final resort, in the actions referred to in sub-clause (1.) of this Clause; or

(b) fails, in the Court of final resort, in the action or actions for infringement (if any) which it takes in New Zealand, this Part of this Agreement shall cease and determine as from the date of such failure:

Provided that if, before any such failure as is contemplated in paragraph (b) of this sub-clause occurs, there has been given in favour of the Company such a judgment as is specified in sub-clause (2.) of this clause, this Part of this Agreement shall continue in force.

(5.) In this Clause the words "Court of final resort" mean the Court to which either of the parties to the said actions respectively resorts, or, if the judgment of that Court is appealed from, the final Court to which an appeal is taken.

(6.) For the purposes of this Clause any action which is conducted by or on behalf of the Company, or in which the Company gives or has given an indemnity to the plaintiff, shall be deemed to be an action by the Company.

PART III.—GENERAL PROVISIONS.

12.—(1.) The Company shall retain all stations taken over by it under Clause 5 (b) of the Principal Agreement (hereinafter referred to as the "said stations") and shall complete, within three years from the commencement of this Part, the reorganization of the said stations, including the modernization of the equipment of the said stations, and shall continue to operate those stations in accordance with the Principal Agreement and this Agreement.

(2.) In lieu of the method of payment for the said stations which is set out in Clause 6 of the Principal Agreement, the Company shall, on completion of the transfer of the said stations, pay to the Commonwealth the amount of the assets valuation thereof namely the sum of £56,500, the method of payment to be by deduction from payments due by the Commonwealth to the Company.

(3.) As from 28th March, 1927, the Commonwealth shall pay to the Company as a contribution towards the maintenance of the said stations an annual subsidy of £45,000 per annum, and the Company shall pay to the Commonwealth thirty per centum of the revenue earned by the Company in the continuance of the services which were carried on by the said stations at the commencement of the Agreement made on the 28th day of March 1922 between the parties to this Agreement.

(4.) For the purposes of the last preceding sub-clause revenue earned by the Company from traffic of a kind which would at the commencement of the Principal Agreement have been carried on by one or more of the said stations, but which is diverted by the Company to another station, shall be deemed to be revenue earned by the Company in the continuance of the services which were carried on by the said stations at the commencement of the Agreement made on the 28th day of March, 1922, between the parties to this Agreement.

(5.) The second paragraph of Clause 7 of the Principal Agreement is amended by omitting the words "seven years" and inserting in their stead the words "five years".

13. In operating the said stations referred to in the Principal Agreement, and in establishing and operating any new stations which may be licensed by the Commonwealth, the Company shall comply with the provisions of any International Radio Convention, International Telegraph Convention, and International Convention for the Safety of Life at Sea, to which the Commonwealth is for the time being a party, and the Wireless Telegraphy Act. In particular, the Company shall comply, as from 28th March, 1926, with the requirements of the Telegraph Convention and the Radio Convention concerning the fixing and the payment to the Commonwealth of terminal or transit or land line charges on all messages received at or despatched from the Company's wireless stations.

14.—(1.) Clauses 4 and 13 of the Principal Agreement are hereby defined to mean that the Company is entitled, subject to the terms of the licences granted or to be granted by the Commonwealth to the Company, and to the provisions of any international Radio Convention, or International Convention for the Safety of Life at Sea to which the Commonwealth is for the time being a party, and to the Wireless Telegraphy Act, to establish and operate commercial wireless services between Australia and ships at sea, between Australia and commercial or private aircraft (except aircraft trading or operating exclusively within Australia), between Australia and any Territory under the authority of the Commonwealth (not being part of the Commonwealth), and between Australia and other countries, and to negotiate and enter into agreements for the conduct of such wireless services, and in such cases the licences and permits (other than licences for wireless telephone broadcasting stations and dealers' licences) shall be free of charge.

(2.) Nothing in this clause shall affect the provisions of the Principal Agreement as regards feeder stations or the development and manufacture or sale of wireless apparatus by the Company.

(3.) Notwithstanding anything contained in sub-clause (1.) of this Clause the Commonwealth retains the right to determine whether or not any services which the Company proposes to carry on in addition to the proposed service between Australia and Fiji and any service which is in existence at the date on which this Agreement is approved by the Parliament are necessary in the public interest.

(4.) Clause 5 (h) of the Principal Agreement is hereby defined as including an obligation on the Company to transmit and receive all official meteorological messages, and such messages shall in each year

be transmitted and received by the Company without charge until the number of words contained in those messages exceeds by five per centum the number of words contained in similar messages transmitted and received by the Company free of charge during the previous year.

(5.) Notwithstanding anything in Clause 11 of the Principal Agreement, the fixation of all rates for traffic to be charged by the Company shall be subject to the approval of the Commonwealth.

(6.) Clause 15 of the Principal Agreement is hereby defined to mean that the Commonwealth shall not impose any conditions or restrictions of any kind upon the Company which exceed the conditions and requirements of the International Radio Convention, the International Telegraph Convention, the Wireless Telegraphy Act and the Post and Telegraph Act, and no Department of the Commonwealth shall carry on any commercial wireless service in competition with the Company.

(7.) Clauses 17 and 18 of the Principal Agreement are to be read and construed as if the words "the Prime Minister" and "the Prime Minister of the Commonwealth" were deleted and the words "the Minister for the time being administering the Wireless Telegraphy Act" were substituted therefor.

(8.) Clause 4 of the agreement of 20th August, 1924, between the parties to this Agreement is to be read and construed as if the words "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" were deleted.

15.—(1.) The Commonwealth shall, if so requested by the Company, provide for the Company the necessary land line connexions for the operation of its wireless stations and shall transmit over the internal communication service of the Commonwealth any overseas messages handed in by the public at any post office or handed over to the Commonwealth by the Company for such transmission and the Company shall pay to the Commonwealth for such lines and such services the usual rates charged by the Commonwealth.

Provided that no charge shall be made to the Company for lines from the Company's coastal stations to the local post office, or, at the Company's option, to the Company's local office, and provided that in all cases where terminal, transit or land line charges are paid to the Commonwealth in accordance with Clause 13 of this Agreement no further charge shall be made for transmission of messages over the internal communication service of the Commonwealth.

(2.) In this Clause "overseas messages" means messages received from or intended for transmission to—

- (a) a ship; or
- (b) a place outside Australia; or
- (c) commercial or private aircraft (other than aircraft trading or operating exclusively within Australia).

16.—(1.) The Company shall be entitled at all times, subject to the requirements of the Post and Telegraph Act, to accept from and deliver to the public through its own offices and agencies any overseas messages intended for transmission or received for delivery through its commercial wireless services and to relay such messages from one part of the Commonwealth to another through its wireless stations and/or land line

connexions as it may consider most expedient, and where necessary, to a ship at sea, subject to payment of the terminal and/or transit charges, and the Company shall also be entitled to exchange, free of terminal, transit and land line charges, service messages among its wireless stations, but the Company shall not, otherwise than as provided in this Agreement, transmit or receive inland messages unless required by the Commonwealth in cases of interruption to line circuits.

(2.) In this Clause—

“Overseas messages” means messages received from, or intended for transmission to—

- (a) a ship ; or
- (b) a place outside Australia ; or
- (c) commercial or private aircraft (other than aircraft trading or operating exclusively within Australia) ;

“Service messages” means not only service telegrams as defined in the Regulations under the International Telegraph Convention and in the Regulations under the International Radio Convention, but also includes any messages relating to the general conduct and supervision of the service, and to experimental work carried on by the Company.

17. The Company shall at all times, subject to the conditions of the necessary licence, be permitted to conduct research and experimental work for the further development of wireless and to establish and operate wireless stations and apparatus for the purpose of such research and experimental work, provided that the Company shall take all reasonable precautions to avoid interference with other wireless services.

18.—(1.) All the stations and services licensed in accordance with this Agreement and the Wireless Telegraphy Act shall be subject to inspection by any officer of the Commonwealth thereto authorized in writing by the Minister for the time being administering the Wireless Telegraphy Act, and the Company shall supply to the Commonwealth such particulars of the traffic as the Commonwealth from time to time requires.

(2.) Any information obtained by any authorized officer in pursuance of sub-clause (1.) of this Clause shall be used only for the purpose of the administration of the Wireless Telegraphy Act, and the Post and Telegraph Act, and this Agreement, or any proceeding relating thereto.

19. In any wireless telephone service licensed by the Commonwealth and established by the Company in accordance with Clause 14 of this Agreement, the Company shall have the same facilities as herein provided for wireless telegraph services, and the Company shall pay the aforesaid terminal and/or transit charges in the case of written messages, and in the case of personal conversation between members of the public the Company shall pay such terminal charges as are fixed by the Commonwealth.

PART IV.—OTHER PROVISIONS.

20. Clause 20 of the Principal Agreement shall apply in like manner in relation to any disagreement arising between the Commonwealth and the Company under this Agreement as it applies in relation to disagreements arising under the Principal Agreement.

21. All rights granted to the Commonwealth or to any broadcasting station, broadcast listener, radio dealer, manufacturer or newspaper, under Part II. of this Agreement shall cease immediately upon the determination of that Part, and the Company shall thereafter be at liberty to demand royalties from all users of patent rights of the Company and to institute and carry on proceedings to prevent infringement of the patents :

Provided that no demand shall be made or proceedings instituted in respect of any use of the patents which occurs during the currency of Part II. of this Agreement and is in accordance with that Part.

22. Nothing in this Agreement shall be construed to prevent the Company establishing and carrying on any other wireless service under licence from the Commonwealth.

23. The Company agrees that it will not, without the consent of the Commonwealth, appoint to or engage for its service any person who is not a natural born British subject, and that it will use its best endeavours to induce all its present and future officers and employees to become members of the Reserve branch of the Defence Force.

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

GEO. S. KNOWLES.

S. M. BRUCE. (L.S.)

The Common Seal Amalgamated
Wireless (Australasia) Limited
was hereunto affixed by Sir
George Mason Allard and Ernest
T. Fisk, two Directors of the
Company in the presence of

J. F. WILSON.

G. MASON ALLARD.
E. T. FISK.
(L.S.)