

become vested in the Extension Company, whereby the exclusive right of telegraphic communication between the Colony of Victoria and the Colony of Tasmania and *vice versa* was granted to the Extension Company for a period of twenty years to commence from the 1st May, 1889, being the date of the expiry of the term of twenty years mentioned in the principal agreement; by Articles 2 and 3 a subsidy of £4,200 was granted to the Extension Company for the same term; by Article 5 power was reserved to the Tasmanian Government to make reductions of rates upon the conditions therein expressed, but the Tasmanian Government guaranteed to the Extension Company traffic receipts to an amount of not less than £5,600 per annum; and by Article 9 the Tasmanian Government confirmed the provisions of the principal agreement for giving to the Extension Company all reasonable facilities for working the traffic; and by Article 10 the Extension Company was exempted during the said current term of twenty years from customs duties, wharfage rates, port dues, and taxes, Parliamentary or otherwise, in the Colony of Tasmania.

(5.) An agreement, dated 11th May, 1894, by the Governor of New South Wales for the lease to the Extension Company for twenty years of a piece of land, situate at La Perouse, Sydney, for station purposes.

(6.) An agreement, dated 25th May, 1900, between the Government of South Australia and the Extension Company, whereby a piece of land containing 9 acres, situate at the Grange, South Australia, was granted to the Extension Company for station purposes.

(7.) A lease, dated 13th July, 1900, from the Administrator of the Colony of Western Australia to the Extension Company for ninety-nine years of two lots of land, containing together 10 acres 2 roods 28 perches, situate at Cottesloe, near Freemantle, in the Colony of Western Australia, for station purposes.

(8.) An agreement, dated 17th July, 1901, being a grant by the Government of South Australia to the Extension Company of land about 3½ acres in extent, situate near Jervois Bridge, on the Port Adelaide River, for station purposes, with a covenant by the said Government for the construction of a wharf and deepening of the channel of the said river as therein expressed.

And whereas, prior to the existence of the Commonwealth, a project was set on foot by the Governments of the United Kingdom, of Canada, and of certain of the then Australasian Governments for laying a cable, to be known as and herein referred to as "the Pacific cable," which cable has now been laid.

Now this indenture witnesseth, and it is hereby agreed and declared by and with the Commonwealth and its successors and the Extension Company their successors and assigns as follows, that is to say,—

(1.) As from the 1st day of September, 1902, the rates for the transmission of the Commonwealth traffic by the existing lines and cables of the Extension Company, including the new cable, and the apportionment of such rates on either cable, shall (subject to the provisions of clause 5 hereof) be the rates and apportionment specified in the schedule hereto, Table A.

(2.) In these presents and the schedule hereto by "Government telegrams" are meant political or administrative telegrams sent from or to His Majesty, and by His Majesty's Principal Secretary of State for the Colonies, or any Government Department in the United Kingdom, or the High Commissioner or respective Agents-General for the Commonwealth and the several States comprised in the Commonwealth, on the one hand, and by the Governors, Ministers, or any officer in charge of any Government Department of the Commonwealth and the several States comprised in the Commonwealth on the other hand, on matters relating to the public business of the Commonwealth and of the said States or any of them.

(3.) By "Press telegrams" are meant telegrams which conform to the Extension Company's Press regulations, and are addressed to any newspapers duly published in accordance with the respective laws relating to the publication of newspapers in force in the United Kingdom or the States or countries in which they are respectively published, and intended in good faith for publication in full in such newspapers, and shall include only such as are intelligible and written in English or other authorised language in plain language and without the use of cipher, code, groups of figures or letters or words of concealed meaning.

(4.) The Government of the Commonwealth shall, in respect of telegrams forming part of the Commonwealth traffic, be entitled to be paid out of the rates charged for transmitting the same the terminal charges specified in the said schedule hereto.

(5.) If on the 1st day of January, 1903, or on the 1st day of January in any subsequent year, the receipts of the Extension Company and the Cis-Indian Administrations from the Australasian traffic, after deducting outpayments charged by other Governments and Administrations, shall have averaged during the three previous consecutive calendar years a sum of £330,000 per annum, or any sum in excess of that amount, the rates for the transmission of the Commonwealth traffic to and from Europe *via* Singapore and Suez or Teheran, or *via* Cape Colony and St. Helena, shall be reduced to 2s. 6d. per word for ordinary telegrams, 1s. 4d. per word for Government telegrams, and 1s. per word for Press telegrams, which reduced rates and their apportionment are specified in the schedule hereto, Table B, and such rates respectively shall be considered in the respective cases in this clause defined to be the maximum rates for the time being for the purposes of this agreement.

(6.) Nothing herein or in the said schedule contained shall prevent the Extension Company from varying the apportionment of any rate, provided the total rate is not increased and the proportion payable to the Commonwealth is not reduced beyond the limits contained in the said schedule.

(7.) If and whenever the said rates are reduced in pursuance of clause 5, the terminal charges payable to the Commonwealth in respect of telegrams transmitted at such reduced rates shall be reduced according to the scale set forth in the said schedule hereto.

(8.) After any reduction in the rates for Commonwealth traffic and in the terminals shall have been made under clauses 5 and 7 hereof, or by the Extension Company or Cis-Indian Administrations of their own motion, the said rates and terminals shall not again be raised, except as provided in clause 9.