

Australasian traffic, and shall pay to the contracting colonies the terminal rates specified in the schedule in respect of all such messages so collected or delivered, provided that formal notice of not less than six months shall be given to the Extension Company to enable them to prepare for opening their offices simultaneously with the competing cable.

17. The Australasian traffic shall be transmitted *via* the new cable, or *via* Port Darwin, as the exigencies of the traffic of the Extension Company may require; but traffic received *via* Port Darwin for transmission to places beyond Adelaide shall be handed to the Extension Company at Adelaide for such transmission so soon as the company have their own offices and special wires as provided for in Articles 15 and 16 hereof.

18. Upon the opening of the new cable for traffic, the net charges of the Extension Company and the Eastern Company, after deduction of out-payments for telegrams between the contracting colonies and Durban, or Cape Town, shall not exceed two shillings.

19. Each of the Governments of the respective contracting colonies shall cause all cables, cable apparatus, telegraph instruments, machinery, stationery, and goods of any kind of the Extension Company, or their assigns, which are used solely for the purpose of the cable business of the Extension Company, or their assigns, or for laying, repairing, or working any of their cables, land-lines, or cable-ships, to be relieved from all Customs duties and wharfage rates in its own respective colony; and shall cause every vessel which shall be used by the Extension Company, or their assigns, for the purpose of laying, repairing, or duplicating any cable, or any vessel belonging to or chartered by the Extension Company, or their assigns, in which any such cable, cable apparatus, and telegraph instruments, machinery, stationery, and goods as aforesaid shall be carried, to be exempt from all port and light duties, whether upon entering any port or passing through any waters of any such colony or otherwise howsoever; and shall also repay to the Extension Company such sums as will be sufficient to recoup the Extension Company any income-tax, and any rates or taxes, parliamentary or otherwise, which the Extension Company shall be required to pay in such respective contracting colony, except rates and taxes on premises occupied as local offices for the purpose referred to in clause 16 hereof: Provided always, however, and it is hereby mutually agreed and declared by and between the parties hereto, that nothing in this present clause shall be deemed to waive, defeat, modify, or affect any privileges, exemptions, or rights belonging to the Extension Company, or their assigns, under certain articles of agreement bearing date the 29th day of August, 1871, and made between the Governor of the Province of South Australia, of the one part, and the British Australasian Telegraph Company (Limited), of the other part, or under certain other articles bearing date the 14th day of March, 1889, and made between the Government of Tasmania, of the one part, and the Extension Company, of the other part; but, on the contrary, this present clause shall be deemed to be collateral and additional to each of the last-mentioned articles of agreement.

20. Nothing in this agreement contained shall prevent the Extension Company, at any time after they shall have commenced working the new cable, from closing their station at Roebuck Bay and taking up the cable which lands at that place, subject to consultation with the Government of Western Australia.

21. This agreement shall remain in force until rescinded by mutual consent, expressed in writing.

22. The contracting colonies, or any of them, may at any time after clause 16 is in operation, and so often as they or it pleases, appoint a confidential officer to peruse and inspect all telegrams received at the offices of the Extension Company in such colonies, and all messages handed to the Extension Company in such colonies at its offices for transmission.

In witness whereof the Honourable Sir John Alexander Cockburn, K.C.M.G., on behalf of the Government of South Australia, the Honourable Edward Horne Wittenoom, on behalf of the Government of Western Australia, and Sir Philip Oakley Fysh, K.C.M.G., on behalf of the Government of Tasmania, have hereunto set their hands and seals, and the common seal of the Eastern Extension, Australasia, and China Telegraph Company (Limited) hath been hereunto affixed the day and year first above written.

Signed, sealed, and delivered by the above-named Honourable }  
 Sir John Alexander Cockburn, K.C.M.G., on behalf of the }  
 Government of South Australia, in the presence of— } JOHN A. COCKBURN. (L.S.)  
 MARGT. S. COCKBURN,  
 21, Sunderland Terrace, Bayswater.

Signed, sealed, and delivered by the above-named Honourable }  
 Edward Horne Wittenoom, on behalf of the Government }  
 of Western Australia, in the presence of— } E. H. WITTENOOM. (L.S.)  
 R. C. HARE,  
 15, Victoria Street, S.W., Secretary.

Signed, sealed, and delivered by the above-named Honourable }  
 Sir Philip Oakley Fysh, K.C.M.G., on behalf of the Go- }  
 vernment of Tasmania, in the presence of— } P. O. FYSH. (L.S.)  
 ALEC JACK,  
 50, Old Broad Street, London, E.C., Clerk.

The common seal of the Eastern Extension, Australasia, and }  
 China Telegraph Company (Limited) was hereunto affixed, }  
 in the presence of— } (The common seal of }  
 J. DENISON-PENDER, Director. } the Eastern Extension, }  
 F. E. HESSE, Manager. } Australasia, and China }  
 } Telegraph Company }  
 } (Limited). }