

(No. 119.)



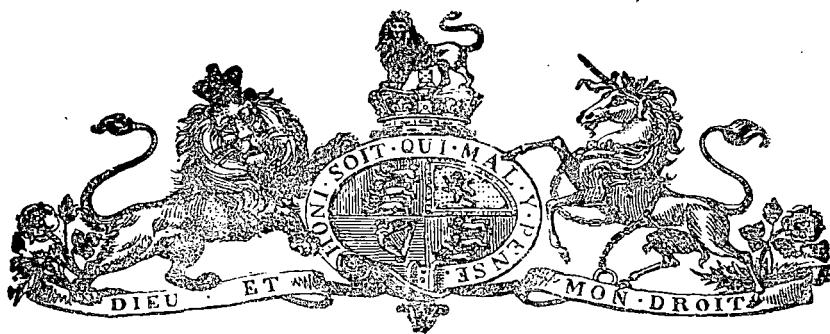
1888.

PARLIAMENT OF TASMANIA.

EASTERN EXTENSION AND CHINA TELEGRAPH
COMPANY :

ARTICLES OF AGREEMENT BETWEEN THE GOVERNMENT
AND THE COMPANY.

Presented to both Houses of Parliament by His Excellency's Command.



PROPOSED AGREEMENT BETWEEN THE GOVERNMENT OF TASMANIA AND THE EASTERN EXTENSION TELEGRAPH COMPANY.

Articles of Agreement made this day of One thousand eight hundred and eighty-
BETWEEN THE GOVERNMENT OF TASMANIA (hereinafter called the Tasmanian Government) by
THE HONORABLE BOLTON STAFFORD BIRD Treasurer of the Colony of Tasmania in accordance with
the Resolution of the Parliament of Tasmania agreed to on the seventeenth day of October One thousand
eight hundred and eighty-eight of the one part and THE EASTERN EXTENSION AUSTRALASIA AND
CHINA TELEGRAPH COMPANY LIMITED (hereinafter called "The Telegraph Company") of the other
part.

WHEREAS these Presents are supplemental to certain Articles of Agreement (hereinafter called "the principal Agreement") dated the twenty-fourth day of January one thousand eight hundred and sixty-eight and made between the Tasmanian Government of the one part and the TELEGRAPH CONSTRUCTION AND MAINTENANCE COMPANY LIMITED (hereinafter called "the Construction Company") of the other part whereby it was covenanted and agreed that the Construction Company would manufacture and lay down an Electric Telegraph Cable between Tasmania and the Colony of Victoria upon such terms and conditions as therein mentioned AND whereas the Construction Company manufactured and laid down the said Electric Telegraph Cable in accordance with the terms of the principal Agreement AND whereas the Telegraph Company have acquired by purchase all the rights and interests of the Construction Company under the principal Agreement and have taken upon themselves all the liabilities and responsibilities to which at the time of such purchase the Construction Company were liable under the same Agreement AND whereas the parties hereto are desirous of modifying the terms of the principal Agreement in manner hereinafter expressed Now these Presents WITNESS that for the considerations herein appearing each of them the Tasmanian Government and the Telegraph Company (so far as the stipulations and provisions hereinafter expressed and contained are to be performed and observed by them respectively and the parties claiming under them respectively) do hereby covenant with the other of them and their assigns as follows (that is to say)—

Article 1—Article 6 of the principal Agreement shall be extended in manner following namely the Telegraph Company and their assigns shall have the exclusive right of submarine telegraphic communication between the Colony of Victoria and the Colony of Tasmania and *vice versa* for a period of Twenty years to commence from the time when the period of Twenty years referred to in Article 6 of the principal Agreement (hereinafter referred to as "the current period of Twenty years") shall have expired and such right shall continue in force during the extended period of Twenty years subject only to determination in case the responsibility of the Tasmanian Government in respect of the sum of Four thousand two hundred pounds per annum (hereinafter made payable by them to the Telegraph Company) shall cease and determine under the provisions of Article 3 of this Agreement and in that event the exclusive right of submarine telegraphic communication hereby granted for the said extended period of Twenty years shall cease and determine with that responsibility.

Article 2—The Tasmanian Government hereby guarantee and agree to pay to the Telegraph Company and their assigns during the whole of such extended period of Twenty years the sum of Four thousand two hundred pounds per annum by equal Quarterly payments the first payment thereof to be made on the day of August One thousand eight hundred and eighty-nine and the Telegraph Company hereby release and give up to the Tasmanian Government all their right title interest claim and demand (if any) under the principal Agreement to the said sum of Four thousand two hundred pounds per annum after the expiration of the said current period of Twenty years such annual sum of Four thousand two hundred pounds whether paid under this Article or under Article 3 of the principal Agreement is hereinafter referred to as "the said subsidy."

Article 3—The said subsidy shall continue and remain in force during the extended period of Twenty years provided the telegraphic communication remains in good working order and uninterrupted but in the event of a cessation of such communication for a period of thirty consecutive days the said subsidy shall be suspended until the Line has again been placed in working order (without prejudice however to the payment of any moneys due on the said subsidy up to the date of the stoppage) but should an interruption in such communication extend beyond Twelve calendar months at any one time the responsibility of the Tasmanian Government in respect of the said subsidy shall cease and determine. Provided that if any interruption to such communication shall arise from destruction or injury of or to the Cable by reason of war rebellion or any such like cause the said subsidy shall continue but the Telegraph Company or their assigns shall in this event be bound at the request and cost of the Tasmanian Government to restore such communication.

Article 4—Article 5 of the Principal Agreement shall as from the date hereof be deemed null and void to all intents and purposes whatsoever it being the intention of the parties hereto that the Tasmanian Government shall not henceforth be entitled to have any excess over the sum of Seven thousand pounds referred to in that Article refunded to them but that the whole of the net profits (including the said subsidy) arising in every year from the said line of telegraph shall belong to the Telegraph Company and their assigns whether such net profits shall in any year exceed the sum of Seven thousand pounds or not.

Article 5—The Tasmanian Government shall have full power at any time to reduce the scale of charges for the transmission of all or any telegrams to be transmitted by the said Cable between Tasmania and the Colony of Victoria and *vice versa* and the Telegraph Company and their assigns shall in each year be entitled to take the whole of the proportion of the moneys collected and receivable by them from all sources in respect of such Telegrams which proportion of such moneys is hereinafter referred to as "the message receipts" and if after any such deduction in the scale of charges the message receipts shall not in any year of the said current period of twenty years or of the said extended period of twenty years by reason of such deduction or otherwise amount to the sum of Five thousand six hundred pounds the Tasmanian Government shall guarantee and pay to the Telegraph Company and their assigns the difference between the message receipts and the said sum of Five thousand six hundred pounds and any payment made by the Tasmanian Government under this Article shall be in addition to the said subsidy and is hereinafter referred to as "the message receipts guarantee."

Article 6—If any arrangement shall at any time hereafter be made between the Telegraph Company or their assigns on the one hand and the Government of Tasmania and the Government or Governments of any other Australasian Colony or Colonies on the other hand whereby the Government of Tasmania and any such other Government or Governments as aforesaid shall agree with the Telegraph Company or their assigns to pay to them a joint aggregate sum to cover both the subsidies and message receipts guarantees for the time being payable by the Tasmanian Government or such other Government or Governments as aforesaid or shall agree with the Telegraph Company or their assigns only to pay to them a joint subsidy or to give to them a joint message receipts guarantee then the said subsidy and message receipts guarantee hereby made payable by the Tasmanian Government to the Telegraph Company or their assigns or the said subsidy or message receipts guarantee alone (as the case may be) shall be deemed to be merged in or satisfied by the payment by the Tasmanian Government of their share in such joint aggregate sum or in such joint subsidy or joint guarantee (as the case may be) but so nevertheless that if at any time during the said current period of Twenty years or during the said extended period of Twenty years the joint aggregate sum or the joint subsidy or message receipts guarantee shall for any reason whatsoever cease to be payable then the said subsidy and the message receipts guarantee hereby made payable or the said subsidy or guarantee alone (as the case may be) shall revive and again become payable under the Principal Agreement and this Agreement in the same manner in all respects as if the same respectively had not under this Article ceased to have become payable.

Article 7—All Accounts between the Tasmanian Government and the Telegraph Company and their assigns with respect to the message receipts guarantee shall be adjusted quarterly and the balance appearing on such accounts to be due to the Telegraph Company or their assigns shall be paid by the Tasmanian Government within One calendar month from such adjustment and for the purpose of taking and verifying such accounts the Tasmanian Government shall have the right to inspect the Books of the Telegraph Company or their assigns at all reasonable times and at their own costs and charges to take extracts therefrom.

Article 8—This Agreement is subject to the approval of and adoption by the Tasmanian Government and if such approval and adoption shall not be duly given by Resolution of the Parliament of Tasmania within calendar months from the date hereof this Agreement shall be void and the rights and interests of the parties hereto shall rest upon the terms of the Principal Agreement as if this Agreement had not been executed.

Article 9—Except so far as the Principal Agreement is modified by this Agreement the Principal Agreement so far as the provisions thereof are now subsisting and capable of taking effect shall remain in full force.

Article 10—The Tasmanian Government shall during the current period of Twenty years and during the extended period of Twenty years cause all Cable Apparatus and Telegraph Instruments of the Telegraph Company or their assigns which are used solely for the purpose of "the Principal Agreement" and this Agreement to be relieved from all Customs Duties and Wharfage Rates and shall also cause every Vessel belonging to the Telegraph Company or their assigns which shall be used by the Telegraph Company or their assigns for the purpose of repairing the said Electric Telegraph Cable or any duplicate thereof and in which any such Cable Apparatus or Telegraph Instruments as aforesaid shall be imported into Tasmania to be exempt from all Port Dues payable by Vessels trading to or from Tasmania and shall also during the current period of Twenty years and during the extended period of Twenty years repay the Telegraph Company such sums as will be sufficient to recoup the Telegraph Company any Taxes Parliamentary or otherwise which the Company shall be required to pay in Tasmania.