

WIRELESS

MED/BRO/1#4

1923

C.S.

No. 511/23

S. of S. Circular

SUBJECT.

1923

18th April.

Previous Paper.

Broadcasting of Concerts etc.
by Wireless Telegraphy

MINUTES.

S. of S. Circular of 18th April 1923 — Encl ①

Colonel Postmaster

For your observations please
G.P.O.
Office
21 July 1923

Hon. Col. Sec.

I do not think that a Company
would be formed in this Colony for
broadcasting Concerts etc. Any such
broadcasting would be done by the Col.
Govt W/T Station

2. If in future it is found possible
to install plant which would enable such
broadcasting to be carried out then the
issue of licences to the public to use
receiving instruments would be carried out
on the lines indicated in the S. of S.
Circular despatch. At present no action
would appear to be necessary.

Subsequent Paper.

M. Craigie Kirkham
24.7.23

4/6.

Submitted.

M.B.

Disc/sec

24 July 1923

Lib

ttttt 21 July 23

P. 14
2/8/28

Downing Street,

18th April, 1923.

Sir,

I have the honour to inform you that arrangements have now been completed for wireless broadcasting in Great Britain. Licences have been granted to the British Broadcasting Company, Limited, for the establishment of stations in different parts of the country for the purpose of broadcasting, by wireless telephony, concerts, lectures, educational matter, speeches, weather reports, theatrical entertainments and other matter (including news and other information) from time to time approved by the Postmaster-General. The licences are published in Parliamentary Paper Cmd. 1822, copies of which were transmitted to you with other papers from the Colonial Office Library on the 22nd of March.

2. The constitution of the Company and its relations with the manufacturers who form its individual members are set forth in the form of Agreement scheduled to the licence. The principal objects in view in the negotiations with the manufacturing interests concerned were (1) to secure co-operation among them in order to avoid the practical chaos which would have resulted if several companies were allowed to put up their own broadcasting stations ; (2) to ensure that a reasonable income was available for maintaining the broadcasting service ; and (3) to avoid the creation of a monopoly. It will be seen that any British manufacturer of wireless apparatus is entitled to join the Company on taking a single £1 share, making a deposit of £50, and subscribing to the conditions of membership among which is an undertaking to pay a royalty on the apparatus sold.

3. In the course of the negotiations it was represented that, unless a reasonable measure of protection were afforded, there was great risk that the manufacturers forming the Broadcasting Company would be exposed to competition by foreign manufacturers who would bear no part of the cost of constructing the broadcasting stations and of providing programmes, and who would be in a position to undersell the British firms. To meet this difficulty it

*The Officer Administering
the Government of*

was agreed that apparatus used under the Broadcast Receiving Licence issued by the General Post Office (a copy of which is enclosed) should be limited to types submitted for approval by members of the Company, and that, for a period of two years, only apparatus made in this country should be sold by them, with the exception of certain unimportant parts.

4. The revenue of the Broadcasting Company will be derived partly from the royalty on the sale price of the apparatus sold by its individual members (amounting roughly to 10%) and partly from a grant equivalent to half the annual licence fees charged by the Post Office for receiving licences—the latter being subject to the necessary provision being made by Parliament in the Post Office Votes.

5. Licences for Broadcast receiving apparatus are being issued from Post Offices in the same way as carriage, etc., licences. The technical conditions applicable to the apparatus to be used under these licences are given in the memorandum of the General Post Office, of which copies are enclosed.

6. I have thought it desirable to state thus fully the conditions under which broadcasting is permitted in Great Britain, and the considerations which had to be taken into account, in order that the fullest information may be at your disposal to enable you to deal with any applications for permission for the instalment of local broadcasting stations or the use of receiving sets. The establishment of a company on lines of the British Broadcasting Company would probably be impracticable in the territory under your administration: but it is desirable that, so far as circumstances may permit, the conditions on which licences are granted in this country should be borne in mind when dealing with applications. In the event of proposals being made for the establishment of a broadcasting station, it is important to observe that, unless the installation and working of a station under the direct control of the Government is contemplated, any licence for its erection should be granted to one company only.

I have the honour to be,

Sir,

Your most obedient, humble servant,

DEVONSHIRE.

B 50861

BROADCAST



LICENCE.

B 50861

WIRELESS TELEGRAPHY ACT, 1904.

Licence to establish a wireless receiving station.

Name

Mr.

(Name in full)

of

(Address in full)

is hereby

authorised (subject in all respects to the conditions set forth on the back hereof) to establish a wireless station for the purpose of receiving messages at

LICENCE MUST BE MARKED

for a period ending on the next.

Address

Date

The payment of the fee of ten shillings is hereby acknowledged.

Dated day of 192

Issued on behalf of the Postmaster-General

for Postmaster.

Signature of Licensee

If it is desired to continue to maintain the station after the date of expiration a fresh Licence must be taken out within fourteen days. Heavy penalties are prescribed by the Wireless Telegraphy Act 1904, on conviction of the offence of establishing a wireless station without the Postmaster-General's Licence.

2801 G & S 194



Stamp of Issuing Office.

CONDITIONS.

1. The Licensee shall not allow the Station to be used for any purpose other than that of receiving messages.

2. Any receiving set, and any of the following parts, vizt.:—Amplifiers (valve or other), telephone head receivers, loud speakers and valves, used under this licence must bear the mark shewn in the margin.



3. The Station shall not be used in such a manner as to cause interference with the working of other Stations. In particular valves must not be so connected as to be capable of causing the aerial to oscillate.

4. The combined height and length of the external aerial (where one is employed) shall not exceed 100 feet.

5. The Licensee shall not divulge or allow to be divulged to any person (other than a duly authorised officer of His Majesty's Government, or a competent legal tribunal) or make any use whatsoever, of any message received by means of the Station other than time signals, musical performances and messages transmitted for general reception.

6. The Station shall be open to inspection at all reasonable times by duly authorised officers of the Post Office.

7. This Licence may be cancelled by the Postmaster-General at any time either by specific notice in writing sent by post to the Licensee at the address shewn hereon, or by means of a general notice in the London Gazette addressed to all holders of wireless receiving Licences for broadcast messages.

N.B.—Licences may only be held by persons who are of full age, and any change of address must be promptly communicated to the issuing Postmaster.

B 50861

The Postmaster,

Mr.

of

has been authorised to establish a Wireless receiving Station

at

for a period ending on the

next.

for Postmaster.

Stamp of Issuing Office.

GENERAL POST OFFICE.

Conditions which Broadcast Receivers should fulfil to obtain Post Office approval.

1. All types of Broadcast Receivers may be constructed for the reception of signals of any wave-length.

2. The apparatus shall be so constructed that it is difficult to change the arrangement of the circuits embodied in the design by means of external connections.

3. The following units, each of which must consist of apparatus assembled connected and mounted in a single container, shall be approved :

a. Combined Tuner and Rectifier.

b. Combined Tuner, High Frequency Amplifier and Rectifier.

c. Audio Frequency Amplifier (of Valve or other type).

d. Tuner, Rectifier and Audio Frequency Amplifiers.

e. Tuner, High Frequency Amplifiers, Rectifier and Audio Frequency Amplifiers.

In particular, it is intended that the Aerial Tuning Capacity and the Aerial Tuning Inductance required to cover the "Broadcast" band must be included in the container and that each panel must contain all the High Frequency Circuits and the High Frequency Amplifiers in association with the Rectifier, but there is no limit to the number of High Frequency or Audio Frequency Amplifiers that may be included in any unit or set provided the other conditions set forth herein are complied with. There is no objection to provision being made for the insertion of additional inductance or capacity to the units for the reception of signals outside the "Broadcast" band of wave-lengths. Audio Frequency Amplifiers may be added in single, double or multiple units to (a) and (b).

Telephone Head Receivers, Loud Speakers and Valves are regarded as wireless accessories, and it is not necessary for such items to be submitted for approval nor to be marked with a Post Office registered number. It is necessary, however, for such accessories intended for use with Broadcast Receivers to bear the registered trade mark of the British Broadcasting Company.

4. No receiving apparatus for general broadcast purposes shall contain a valve or valves so connected as to be capable of causing the aerial to oscillate.

5. Where reaction is used on to the first receiving circuit it must not be adjustable but must be fixed and incapable of causing oscillation.

6. Where reaction is used between a second or subsequent valve on to the anode circuit of a valve connected to the aerial, either directly or inductively, and no specific coupling tending to produce oscillations in the aerial is provided between the first receiving circuit and the first anode circuit, the reaction may be adjustable.

7. Tests of sets will be made on two aerials, one 30 feet long and the other 100 feet long. On these aerials the sets should be capable of receiving on wave-lengths covered by the "Broadcast" band, viz., 350 to 425 metres.

8. The sets will be tested for the production of oscillations in the aerial, and for interfering properties with a factor of safety, i.e., increasing the high tension battery by about 30%, changing valves, etc., but not by altering any soldered connections.

9. The Postmaster-General must be satisfied that sets containing reaction can be reasonably repeated with consistent conditions.

10. After approval, the type will be given a Post Office Registered Number and makers must see that the sets fulfil the non-interfering conditions before they are sold. All sets sold for use under the Broadcast Receiving licence shall bear the registered trade mark of the British Broadcasting Company and the Post Office Registered Number.

11. The unit or set approved as the pattern instrument of a type shall be retained without alteration by the maker. The Postmaster-General shall have the right at any time to select any set of an approved type for test to see that the set is reasonably similar to the approved pattern. In the case of sets of an approved type employing reaction being found to oscillate the aerial, the Post Office may cancel the authorisation of the future sale of that type. No change in the design of any set or unit may be made after approval without the previous sanction of the Postmaster-General.

Note.—The approval of the Postmaster-General does not carry any implied guarantee of the quality, workmanship or sensitivity of the apparatus.

Firms desiring to submit apparatus for approval and registration should send a sample set of each type, together with relative wiring diagrams, to the Engineer-in-Chief, Wireless Section, General Post Office West, London, E.C.1. Batteries, Valves and Telephone Receivers need not be sent with the apparatus for test, these accessories will be provided by the Post Office. After tests the firms will be notified of the result and advised that the sets are ready for collection.

POST OFFICE TELEGRAPHS.

WIRELESS BROADCASTING LICENCE.

Copies of (1) Licence by the Postmaster General to the British Broadcasting Company, Ltd., for the establishment of eight radiotelephonic stations and the transmission therefrom of broadcast matter for general reception ; (2) Agreement with respect to the broadcasting of news and general information.

Presented to Parliament by Command of His Majesty.



L O N D O N :
PUBLISHED BY HIS MAJESTY'S STATIONERY OFFICE.

To be purchased through any Bookseller or directly from
H.M. STATIONERY OFFICE at the following addresses :
IMPERIAL HOUSE, KINGSWAY, LONDON, W.C. 2, and 28, ABINODON STREET, LONDON, S.W. 1 ;
37, PETER STREET, MANCHESTER ; 1, ST. ANDREW'S CRESCENT, CARDIFF ;
or 120, GEORGE STREET, EDINBURGH.

1923.

Price 6d. Net.

Cmd. 1822.

POST OFFICE TELEGRAPHS.

HIS MAJESTY'S POSTMASTER GENERAL
AND
THE BRITISH BROADCASTING COMPANY,
LIMITED.

LICENCE AND AGREEMENT.

THIS INDENTURE made the 18th day of January 1923
BETWEEN THE RIGHT HONOURABLE ARTHUR
NEVILLE CHAMBERLAIN M.P. His Majesty's Post-
master General (hereinafter called "the Postmaster
General") on behalf of His Majesty of the one part
and THE BRITISH BROADCASTING COMPANY
LIMITED whose Registered Office is situate at 15 Savoy
Street Strand in the County of London (hereinafter
called "the Company") of the other part.

WHEREAS by reason of the provisions of the Telegraph Acts 1863
to 1922 it is unlawful to establish any wireless telegraph station
or instal or work any apparatus for wireless telegraphy in any
place except under and in accordance with a licence granted in
that behalf by the Postmaster General and it is also unlawful
save as in the said Acts provided to transmit telegrams within
the United Kingdom :

AND WHEREAS the Company has applied to the Postmaster
General for a licence to establish certain wireless telegraph
stations in Great Britain for the purpose of transmitting to
persons holding a licence from the Postmaster General entitling
them to receive by wireless telegraphy messages of the description
hereinafter referred to :

AND WHEREAS the Postmaster General has agreed to grant
such licence to the Company upon and subject to the conditions
and restrictions hereinafter contained :

AND WHEREAS the Postmaster General and the Company have
agreed to enter into the arrangements hereinafter contained :

NOW THIS INDENTURE WITNESSETH that in consideration of
the premises and of the matters hereinafter appearing it is hereby
agreed and declared between and by the parties hereto and the
Company (as to the covenants and agreements hereinafter con-
tained on its part) doth hereby covenant and agree with the
Postmaster General and the Postmaster General (as to the

covenants and agreements hereinafter contained on his part) in exercise of all powers and authorities enabling him in this behalf doth hereby covenant and agree with the Company in manner following (that is to say) :—

1. In these presents the following words and expressions shall have the several meanings hereinafter assigned to them unless there be something either in the subject or context repugnant to such construction (that is to say) :—

The expression “ the Postmaster General ” means the Postmaster General for the time being :

The expression “ wireless telegraphy ” has the same meaning as in the Wireless Telegraphy Act 1904 :

The term “ telegraph ” has the same meaning as in the Telegraph Act 1869 :

The term “ telephone ” means and includes any telegraphic transmitting or receiving instrument used or intended to be used for the purpose of transmitting or receiving spoken messages or communications or music by electricity :

The expression “ Naval signalling ” means signalling by means of any system of wireless telegraphy between two or more ships of His Majesty’s Navy between ships of His Majesty’s Navy and Naval Stations or between a ship of His Majesty’s Navy or a Naval Station and any other wireless telegraph station whether a coast station or a ship station :

The expression “ Government aircraft signalling ” means signalling by means of any system of wireless telegraphy between two or more Government aircraft between any Government aircraft and any wireless station or between any Government aerodrome and any other wireless station :

The expression “ the Admiralty ” means the Commissioners for executing the Office of Lord High Admiral of the United Kingdom of Great Britain and Ireland :

The expression “ the Radiotelegraph Convention 1912 ” means the Convention signed at London on the 5th day of July 1912 and the Service Regulations made thereunder and includes any modification of the Convention or Regulations made from time to time :

The expression “ Great Britain ” means England Scotland Wales and Northern Ireland as defined by Section 1 of the Government of Ireland Act 1920 :

The word “ person ” includes persons and any body of persons corporate or unincorporate :

The expression “ broadcast matter ” means concerts lectures educational matter speeches weather reports theatrical entertainments and any other matter (including news and other information) from time to time approved by the Postmaster General :

2. The Company shall for a term from and including the 1st day of November 1922 until the 1st day of January 1925 (determinable nevertheless as in these presents provided) have licence and permission from the Postmaster General (subject as hereinafter provided) :—

(a) to establish eight wireless telegraph stations at such places in Great Britain as shall be selected by the Company and approved in writing by the Postmaster General and therein to instal and work apparatus for wireless telegraphy of which the transmitting and receiving instruments shall be telephones (hereinafter called the licensed apparatus) ;

(b) to transmit by means of the licensed apparatus spoken messages or music constituting broadcast matter ;

(c) to receive messages by means of the licensed apparatus :

Provided that the Company shall not broadcast any news or information in the nature of news except such as they may obtain on payment from one or more of the following news agencies, viz. :—

Reuters, Ltd.,

Press Association, Ltd.,

Central News, Ltd.,

Exchange Telegraph Company, Ltd.,

or from any other newsagency for the time being approved for the purpose by the Postmaster General.

3.—(1) The Company shall have licence and permission from the Postmaster General (determinable as mentioned in Sub-clause 2 of this Clause) to establish instal and work apparatus for wireless telegraphy of the description specified in Clause 2 (a) hereof at Marconi House Strand in the County of London and at all or any of seven other temporary stations at such places in Great Britain as shall be selected by the Company and approved in writing by the Postmaster General.

(2) The Licence and permission granted by the last preceding sub-clause hereof may be determined by the Postmaster General at any time as to any of the said temporary stations by notice in writing to the Company and shall be determined as to each of the temporary stations as soon as a permanent station referred to in Clause 2 sub-clause (a) hereof shall have been completed in the same locality but until any such determination as referred to in this sub-clause the covenants and conditions herein contained shall apply to the temporary stations for the time being operated by the Company as they apply to the stations named in Clause 2 (a) hereof and so that the apparatus installed at any temporary station shall be deemed to be part of the licensed apparatus.

4. The Company shall not without the consent in writing of the Postmaster General receive money or other valuable considera-

tion from any person in respect of the transmission of messages by means of the licensed apparatus, or send messages or music constituting broadcast matter provided or paid for by any person, other than the Company or person actually sending the message. Provided that nothing in this clause shall be construed as precluding the Company from using for broadcast purposes without payment concerts theatrical entertainments or other broadcast matter as hereinbefore defined, given in public in London or the provinces.

5. The Company shall unless prevented by circumstances beyond their control during the continuance of the Licence hereby granted transmit efficiently from every temporary station for the time being operated by the Company and from each of the eight stations referred to in Clause 2 (a) hereof so soon as they shall be ready for working on every day (including Sundays) during the continuance of this Licence a programme of broadcast matter to the reasonable satisfaction of the Postmaster General.

6. The Company shall if so requested by any Department of His Majesty's Government at the Company's own expense in all respects transmit from all or any of the said stations any communiqués weather reports or notices issued thereby as part of any programme or programmes of broadcast matter.

7. The Company may work any of the said stations at any hour on any Sunday and may work any of the said stations on any weekday during the hours between 5 p.m. and 11 p.m. and the Company shall not except with the consent in writing of the Postmaster General work any of the said stations on any weekday except during the hours of 5 p.m. and 11 p.m.

8. Transmission by means of the licensed apparatus shall (except with the consent in writing of the Postmaster General) be only on wave lengths of 350 to 425 metres in length as measured by the standard of measurement in use by the Post Office for the time being. The normal or carrier wave-length essential for each station shall be maintained constant during transmission and from day to day. Each station shall be worked with a power input to the main high frequency generator to be fixed by the Postmaster General after consultation with the Company's engineers but not exceeding a maximum of 3 kilowatts. The modulation and aerial systems shall be designed so as to utilise effectively the power input.

9. The licensed apparatus at each of the said stations shall be subject to the inspection and supervision of any engineer for the time being nominated for the purpose by the Postmaster General but so that the Company its engineers and officers shall not be interfered with in the general conduct and operation of any of the said stations.

The Company shall afford all requisite and proper facilities for such inspection and supervision and shall secure to the Postmaster

General the right for the purpose aforesaid or for any other purpose of these presents of entry from time to time into and on such of the stations and premises as may be in the possession or occupation of any person or persons other than the Company.

All persons employed in the working of any of the said stations shall be British subjects.

10. The licensed apparatus shall not without the previous consent in writing of the Postmaster General be used by any person on the Company's behalf or by permission of the Company for the despatch or receipt of messages other than messages authorised by this Licence.

11. The Company shall so soon as each of the said stations shall be completed make application to the Postmaster General for its connection with the Post Office Telephone system (including the trunk telephone system) and the Postmaster General shall accede to such application upon the same terms and conditions as those upon which he would supply a private subscriber similarly situated and the Company shall enter into with the Postmaster General the usual subscriber's Agreement for the provision and maintenance of the necessary connection and shall during the continuance of this Licence observe and perform the provisions of such agreement and pay to the Postmaster General all sums due to him thereunder.

12.—(1) The Company shall not by the transmission of any message by means of the licensed apparatus or otherwise by the use of the licensed apparatus knowingly interfere with Naval signalling or Government aircraft signalling and the Company shall use its best efforts at all times to avoid any such interference.

(2) The Company shall at all times use its best efforts to ensure that whenever the operators at any of the said stations become aware through the medium of the instruments used by them or otherwise that Naval signalling or Government aircraft signalling is being interfered with such operators shall refrain from using the licensed apparatus until such operators are satisfied that all indication of interference with Naval signalling or Government aircraft signalling shall have ceased.

(3) If the Admiralty or the Secretary of State for Air are of opinion that the working of the licensed apparatus at any of the said stations is inconsistent with the free use of Naval Signalling or Government aircraft signalling the Company shall when required in writing by the Postmaster General close the said station: Provided however that so often as under this sub-clause a station shall be closed the Postmaster General will afford every facility to the Company to open and operate a substituted station at a place in Great Britain to be selected by the Company and approved in writing by the Postmaster General and so that to each such substituted station the provisions of this Licence shall apply.

(4) These provisions for the protection of Naval signalling and Government aircraft signalling shall be construed to be without prejudice to the generality of any other provisions of these presents.

13. The Company shall comply in all respects with all such directions and regulations as may from time to time be given or made by the Army Council or the Secretary of State for Air and in particular will if so required cease to work the licensed apparatus during any military or Air Force manœuvres or other operations.

14. The Company shall observe the provisions of the Radio-telegraph Convention 1912 so far as they are applicable to the said stations.

15. The Company shall observe the provisions of any Regulations from time to time made under the provisions of the Telegraph Acts 1863 to 1922 by the Postmaster General with the consent of the Treasury in relation to the conduct of wireless telegraph business.

16.—(1) The Company shall so work the licensed apparatus as not to interfere with the working of any wireless telegraph station established in the British Islands or the territorial waters surrounding the coasts of the British Islands (whether on shore or on any ship) by or for the purposes of the Postmaster General or any Department of His Majesty's Government or for commercial purposes and in particular so as not to interfere with the transmission or receipt of any messages between or at wireless telegraph stations established as aforesaid on land and wireless telegraph stations established on ships at sea.

(2) With a view to preventing such interference as aforesaid the Company shall comply with all directions which shall be given to the Company by the Postmaster General and with all rules prescribed by the Postmaster General for observance by his Licensees :

(a) With respect to all arrangements to be adopted for the purpose of securing syntonised apparatus of for enabling the messages transmitted by means of the licensed apparatus to be distinguished from those emanating from any other wireless telegraph station ;

(b) Generally with respect to avoiding interference between one wireless telegraph station and another.

17. The Company shall at all times indemnify the Postmaster General against all actions claims and demands which may be brought or made by any person in respect of any injury arising from any act of the Company or its agents licensed or permitted by these presents.

18. No person acting on the Company's behalf or by its permission shall divulge to any person (other than properly

authorised officials of His Majesty's Government or a competent legal tribunal) or make any use whatever of any message coming to his knowledge and not intended for receipt by means of the licensed apparatus.

19.—(1) All apparatus used or intended to be used under this Licence shall be so erected fixed placed and used as not either directly or by reason of the working or user thereof to interfere with the efficient or convenient maintenance working or user of any telegraphic line of the Postmaster General which may from time to time exist or to expose any such line to risk of damage or to risk of interference or with the efficient or convenient working or use thereof.

(2) In case any such telegraphic line of the Postmaster General as aforesaid shall be damaged or the efficient working or user thereof shall be wholly or partially interrupted or otherwise interfered with and the Engineer-in-Chief for the time being of the Post Office shall certify in writing under his hand that such damage interruption or interference has been caused directly or indirectly by any apparatus used under this Licence or by anything done by or on behalf or with the permission of the Company in relation thereto the Company shall on demand pay to the Postmaster General all costs that shall be reasonably incurred by him in repairing such damage and in removing or altering such telegraphic line so as to restore the same to efficient working order and in adding thereto or substituting therefor either temporarily or permanently any other telegraphic line if the said Engineer-in-Chief shall certify that such addition or substitution is reasonably required.

The Certificate of the Engineer-in-Chief of the Post Office as to the amount of any costs incurred by the Postmaster General under the provisions of this Clause shall be conclusive evidence thereof.

(3) For the purposes of this clause the expression "telegraphic line" has the same meaning as in the Telegraph Act 1878 and the expression "telegraphic line of the Postmaster General" includes a telegraphic line belonging to or worked by the Postmaster General or constructed or maintained by him for any Department of the Government or other body or person.

20.—(1) If and whenever in the opinion of the Postmaster General an emergency shall have arisen in which it is expedient for the Public Service that His Majesty's Government shall have control over the transmission of messages by the licensed apparatus it shall be lawful for the Postmaster General to direct and cause the licensed apparatus or any part thereof to be taken possession of in the name and on behalf of His Majesty and to be used for His Majesty's service and in that event any person authorised by the Postmaster General may enter upon the stations offices and works of the Company or any of them and take possession thereof and use the same as aforesaid.

(2) In the event of the licensed apparatus being used for His Majesty's Service under the last preceding sub-clause the Company shall be entitled to compensation from the Postmaster General but such compensation shall be limited to payment for actual user of the licensed apparatus based upon the capital cost and running charges and shall not include any allowance for loss of profit by the Company or for any loss sustained by it by reason of the closing of the said stations or any of them. Provided always that in the event of the Licensed Apparatus being so used for His Majesty's Service as aforesaid the Postmaster General shall pay and keep the Company indemnified in respect of the salaries or other remuneration of all such offices or members of the Staff of the Company as the Postmaster General may employ for the purposes of such user of the Licensed Apparatus and during the period that he so employs them.

(3) In assessing any compensation under the provisions of this clause regard shall be had to any sums payable by the Postmaster General to the Company under the provisions of Clause 26 hereof in respect of fees received by him from his Licensees on account of the period during which the said stations or any of them shall be closed.

(4) Any difference between the parties hereto as to the amount of any such compensation shall be referred to the decision of a single arbitrator under and in accordance with the provisions of the Arbitration Act 1889 to be agreed upon between the parties or failing such agreement to be nominated by the Lord Chief Justice of England for the time being.

21. The Company shall not without the consent in writing of the Postmaster General take any steps under the provisions of Section 9 of the Companies (Consolidation) Act 1908 or any statutory re-enactment or modification thereof for the time being in force to alter the provisions of its Memorandum of Association with respect to the objects of the Company.

The Company shall not without the like consent pass any special resolution altering or adding to its Articles of Association or take any steps which may for the time being be requisite for making any such alteration or addition thereto.

22. The Company shall allow any person *bonâ fide* carrying on the business of a manufacturer of apparatus for wireless telegraphy in Britain to become one of its members upon execution by such person of an Agreement in the form set out in the Schedule hereto and subject to its provisions and to the acquisition by such person of at least one share in the Company the Company shall upon payment of the par value thereof allot to any such person such number of shares as he shall apply for and shall be entitled to in accordance with the provisions of its Articles of Association.

23. The Company shall pay to the Postmaster General during the continuance of this Licence a royalty at the rate of £50 per annum in respect of each station for the time being operated by the Company hereunder. The said royalty at the said rate per station shall commence to accrue as from the date when the station shall commence to be actually operated and any sum due to the Postmaster General under this Clause shall be paid on the 1st day of January 1924 and on the 1st day of January 1925 and the first payment due to the Postmaster General under this Clause shall be made on the 1st day of January 1924.

24.—(1) The Postmaster General shall from time to time by his Engineer-in-Chief or other proper officer inspect all such types of Broadcast Receiving Sets intended for use in connection with this Licence as may be submitted to him by members of the Company being British Manufacturers of Wireless apparatus who shall have entered into with the Company the Agreement in the form set forth in the Schedule hereto and the Postmaster General will cause all such types of Broadcast Receiving sets so submitted as shall comply with the conditions laid down by him and with the provisions of the said last-mentioned Agreement to be officially approved by him.

(2) The Postmaster General will cause each type of Broadcast Receiving Set referred to in the last preceding sub-clause and approved by him to have attached to it in as permanent a manner as possible the distinguishing mark of the Postmaster General showing that the same has been approved by him and will not attach the said distinguishing mark or knowingly permit it to be attached to any type of Broadcast Receiving Set not conforming with the provisions of the said Agreement set forth in the Schedule hereto.

25.—(1) The Postmaster General shall make it a condition of all Licences granted by him to persons authorising them to establish wireless telegraph stations for the purpose of receiving messages only during the period of the continuance of the licence granted by these presents (hereinafter referred to as "Broadcast Licences") that any receiving set or any of the following parts, viz.:—amplifiers (valve or other) telephone head receivers, loud speakers, and valves used thereunder shall bear a mark consisting of the letters BBC within a circle bearing the words "Type approved by the Postmaster General" in the margin thereof.

(2) The Postmaster General shall by each broadcast licence granted by him require payment to himself therefor of an annual fee of not less than 10s. per annum payable in advance.

(3) The provisions of this Clause shall not have any application to Licences granted by the Postmaster General for the use of wireless telegraphy for experimental purposes or for commercial purposes and shall not oblige the Postmaster General to terminate

licences for the use of wireless telegraphy for any purpose which shall be in operation at the date of this Indenture.

26.—(1) The Postmaster General shall (subject as and in manner hereinafter provided) out of such aids and supplies as may from time to time be provided and appropriated by Parliament for that purpose pay to the Company a sum equal to 50 per cent. of all sums received by him from his Licensees in respect of fees payable under licences issued by him for stations in Great Britain for broadcast or experimental reception only (and not both for transmission and reception) of messages by wireless telegraphy during the continuance of the Licence granted hereby :

(2) The sums payable to the Company under the provisions of this clause shall be ascertained (irrespective of the time or times when every such fee as is referred to in sub-clause 1 hereof shall be paid or payable to the Postmaster General) by reference to the period in respect of which each such fee is paid that is to say that for the purpose before referred to every such fee shall be treated as accruing from day to day :

(3) Payments shall be made by the Postmaster General to the Company half-yearly on the 30th day of June and the 31st day of December in every year during the continuance of the Licence granted by these presents. Each half-yearly payment shall consist of the sum due to the Company in accordance with the provisions hereof in respect of fees for the immediately preceding half-year. The first such payment shall be made on the 30th day of June next and shall consist of the sum due to the Company in accordance with the provisions hereof in respect of the period from the 1st day of November 1922 until the said 30th day of June next :

(4) The Postmaster General shall not be under any obligation to take any action to recover payment of any sums due to him from any Licensee by way of fees and may if he thinks fit so to do waive payment of any sum due to him or any portion thereof :

(5) Any account of any sum or sums due by the Postmaster General to the Company under the provisions of this clause certified by the Comptroller and Accountant General of the Post Office for the time being shall be conclusive evidence of the facts stated therein :

(6) The Postmaster General may set off any debt due to him by the Company under any of the covenants and conditions of these presents against any sum due from him to the Company under the provisions of this Clause.

27. In any of the following cases (that is to say) :—

(a) In case any sum of money which ought to be paid by the Company to the Postmaster General under or by virtue of these presents shall be in arrear and unpaid for

two calendar months after the time at which the same ought to be paid under or by virtue of the provisions herein contained; or

(b) if in the opinion of the Postmaster General the Company shall not due regard being had to its financial resources have adequately performed the covenant on its part hereinbefore contained to transmit efficiently from the said stations or any of them (including so long as these presents shall apply thereto the temporary stations) a satisfactory programme of broadcast matter; or

(c) in case of any breach non-observance or non-performance by or on the part of the Company of any other of the covenants or conditions herein contained (other than a provision for the payment of money) and on the part of the Company to be observed and performed which shall not be remedied made good or desisted from within a reasonable time of the attention of the Company being drawn to the alleged breach non-observance or non-performance in question; or

(d) if the Company shall not have completed ready for working the whole of the eight stations referred to in Clause 2 (a) hereof in what shall in the opinion of the Postmaster General be a reasonable time after the date hereof; or

(e) in case the Company shall pass a resolution for voluntary winding up or in case an Order shall be made by the Court for the winding up of the Company compulsorily or under the supervision of the Court or in case a Receiver or Manager for any debenture holders shall be appointed or any debenture holders shall enter into possession of any part of the Company's property;

then and in any of the said cases the Postmaster General may at any time thereafter by notice in writing revoke and determine these presents and the licences powers and authorities hereinbefore granted and each and every of them and thereupon these presents and the said licences powers and authorities and each and every of them shall (subject and without prejudice to any right of action or remedy for breach of any of the covenants and conditions herein contained which shall then have accrued to either of the parties) absolutely cease determine and become void.

28. The Company shall not without the consent in writing of the Postmaster General assign underlet or otherwise dispose of this Indenture or of the powers or authorities granted by the Licence hereinbefore contained or the benefit or advantage of the covenants and provisions herein contained or any of them.

29. The Company shall within one calendar month from ceasing to hold the licence of the Postmaster General pass a special resolution that the Company be wound up voluntarily.

30. Any notice request or consent (whether expressed to be in writing or not) to be given by the Postmaster General under these presents may be under the hand of any of the Secretaries or Assistant Secretaries or the Inspector of Wireless Telegraphy for the time being of the Post Office or any other duly authorised officer of the Post Office and may be served by sending the same by registered letter addressed to the Company at its registered office for the time being and any notice to be given by the Company under these presents may be served by sending the same by registered letter addressed to the Secretary of the Post Office at the General Post Office London.

IN WITNESS whereof the Postmaster General has hereunto set his hand and seal and the Company has caused its common seal to be hereunto affixed the day and year first-before written.

The SCHEDULE before referred to.

AN AGREEMENT made the _____ day of _____ One thousand nine hundred and twenty-three BETWEEN _____ of (hereinafter called "the Member") of the one part and THE BRITISH BROADCASTING COMPANY LIMITED having its registered office at 15 Savoy Street Strand in the County of London (hereinafter called "the Company") of the other part.

WHEREAS the Company has been incorporated under the Companies' Acts 1908-1917 with a nominal capital of One Hundred Thousand Pounds in One hundred thousand Cumulative Ordinary Shares of One Pound each primarily for the purpose of acquiring from His Majesty's Postmaster General a License (hereinafter called "the Post Office License") empowering the Company to erect equip and work within Great Britain and Northern Ireland certain stations as a public utility service for the "broadcasting" supply to the public by means of wireless telephony of concerts lectures educational matter speeches weather reports theatrical entertainments and any other matter including news and other information which for the time being may be permitted by or be within the scope or ambit of the Post Office License and the Company has been formed for the further purpose of exploiting and developing what is commonly known as and is hereinafter referred to as "the Broadcast Wireless Scheme."

AND WHEREAS the Member represents to the Company that he is a British manufacturer of wireless apparatus and it is requisite in order to conform with the provisions in that behalf of the Post Office License that such a manufacturer being desirous of manufacturing and supplying to members of the public apparatus for use in connection with the Broadcast Wireless

Scheme shall be a Member of the Company and shall also enter into a standard form of agreement with the Company (being this Agreement) and the Member is desirous of entering into this Agreement accordingly.

NOW IT IS HEREBY AGREED by and between the parties hereto as follows that is to say :—

1. The Company shall compile and keep a register of all the members of the Company who are also British manufacturers of wireless apparatus who shall have entered into the standard form of agreement with the Company and such register shall contain the business addresses of such Members and the Company shall enrol the name and business address of the Member party hereto in such register and such register shall at all reasonable times during the usual business hours be open to the inspection of the Member.

2. The Member having made to the Company application in writing for _____ cumulative ordinary shares of One Pound each in the capital of the Company and having paid to the Company the sum of _____ in respect thereof the Company shall forthwith allot the said _____ cumulative ordinary shares to the Member and the Member shall not so long as this Agreement remains in force sell or transfer the said shares or any of them except with the previous approval of the Board of the Company.

3. On the signature of this Agreement the Member pays to the Company the sum of Fifty Pounds of which sum the Company acknowledges the receipt and the Company undertakes to place the said sum of Fifty Pounds together with other similar sums paid by other Members upon the footing of Agreements similar to this Agreement to the credit of a separate account in the name of the Company and not to use the said sum of Fifty Pounds as part of the general revenue of the Company. The said sum of Fifty Pounds shall be so retained by the Company to abide the events set forth in Clause 5 hereof.

4. The Member to the intent that the obligations hereby imposed shall continue throughout the subsistence of this Agreement agrees with the Company as follows :—

(a) That in so far as the Member himself may actually manufacture any of the following specific apparatus namely : broadcast receiving sets; amplifiers (valve or otherwise); telephone head receivers; loud speakers; valves; for the purposes of the Broadcast Wireless Scheme the Member will manufacture in Great Britain and not elsewhere every part of such specific apparatus and that in any case the Member will not sell or deal in any apparatus whatsoever intended for use in connection with the Broadcast Wireless Scheme (other than and except the apparatus specifically mentioned in the Schedule hereto) which shall not have been or be actually manufactured in Great Britain and have been or be approved by His Majesty's Postmaster General

for the time being Provided always that the Company by its Board of Directors may from time to time by notice in writing to the Member add to or take from or otherwise vary the apparatus specifically mentioned in the Schedule hereto and so that such Schedule shall from time to time be deemed to be amended and varied accordingly as on and from the giving to the Member of any and every such notice Provided also that the foregoing provisions of this sub-clause shall not apply from and after the date upon which the Postmaster General shall decide to license for the purposes of the Broadcast Wireless Scheme apparatus manufactured either in Great Britain and Northern Ireland or abroad by non-members of the Company.

(b) To use his best endeavours promptly to fulfil all orders received by him for wireless apparatus for the purposes of the Broadcast Wireless Scheme; and to use every reasonable effort to avoid opening any accounts which are likely to become bad debts.

(c) To attach indelibly to all broadcast receiving sets amplifiers (valve or otherwise) telephone head receivers loud speakers and valves manufactured by the Member a name which shall enable the source and origin of all such apparatus to be clearly identified and so that such name shall in the case of any such apparatus made by and for the Member himself be the Member's own name and shall in the case of any such apparatus made by the Member party hereto for or to the order of another Member of the Company be the name of such other Member.

(d) To pay to the Company in respect of the under-mentioned apparatus sold by the Member on and after the 1st day of November 1922 for the purposes of or relating to Broadcast Wireless Scheme the respective sums set opposite each respective piece of apparatus below (that is to say) :—

<i>Description of Apparatus.</i>	<i>Sum payable.</i>		
	£	s.	d.
On each crystal set - - - - -	7	6	
On each microphonic amplifier without using valves - - - - -	7	6	
On each crystal set and one valve - - - - -	1	7	6
On each crystal set and two valves - - - - -	2	2	6
On one valve set - - - - -	1	0	0
On each two valve set - - - - -	1	15	0
On each set adapted for more than two valves a further sum for each additional valve holder of - - - - -	10	0	
On each telephone ear piece - - - - -		3	
On each loud speaker with or without trumpets - - - - -	3	0	
On each valve - - - - -		2	

And it is agreed (1) that low frequency valve amplifiers shall pay a sum at the uniform rate of Ten Shillings per valve holder and (2) that the specific apparatus set forth in the above schedule may from time to time with the previous written approval of His Majesty's Postmaster General for the time being be added to altered varied or amended by the Company and (3) that so often as His Majesty's Postmaster General for the time being shall after consultation with the Company and after consideration of all relevant facts and matters brought to his notice by the Company reasonably satisfy himself that the financial position of the Company requires or justifies such amendment the Company shall by notice in writing to the Member reduce to such extent as the Postmaster General shall have indicated to the Company the respective sums or any of them payable under the foregoing schedule. And the foregoing schedule shall from time to time be deemed to be added to altered varied or amended conformably with any of the provisions of this sub-clause as on and from the giving by the Company to the Member of a notice in writing to that effect. Provided always and it is agreed that if the Member shall establish to the reasonable satisfaction of the Board of Directors or the General Manager for the time being of the Company that serious hardship or unfairness will be imposed upon the Members by reason of his being required to pay the appropriate sums set out above upon any particular apparatus sold by the Member between the first day of November 1922 and the date of this Agreement the Board of Directors of the Company or the Company's General Manager as the case may be shall be entitled to relieve the Member from liability to pay the appropriate sums in respect of such particular apparatus as to which a case of serious hardship or unfairness is so established by the Member as aforesaid. Provided further that so often as the Member and the Company shall fail to agree as to the measure of relief (if any) to be accorded to the Member in any case of suggested serious hardship or unfairness the question shall be referred for final settlement to His Majesty's Postmaster General for the time being whose decision shall be accepted and acted upon both by the Member and the Company.

(e) To keep all such separate books and accounts as ought properly to be kept having regard to any of the provisions of this Agreement and in particular all such separate books and accounts as ought properly to be kept to enable the quantity and respective types of apparatus sold by the Member hereunder to be from time to time accurately ascertained and so that in such books and accounts all relevant records and entries shall from time to time be made by the Member and kept posted and to allow the Company

or its agent thereunto authorised at any time during business hours to have inspection of the books and accounts referred to and to take copies of or extracts from the same.

(f) Within the first twenty-one days of each calendar month to transmit to the Company a statement and account in writing showing in detail the particulars of all the apparatus sold and despatched by the Member during the preceding calendar month for the purposes of or relating to the Broadcast Wireless Scheme and to accompany each such monthly statement and account with a remittance for the amount thereby shown due to the Company on the basis of sub-clause (d) of this clause. Provided however that the first statement and account to be transmitted to the Company hereunder shall cover the period from the 1st day of November 1922 down to the 31st day of December 1922 and with such statement and account the Member shall forward to the Company a remittance for the amount thereby shown to be due to the Company on the basis of sub-clause (d) of this clause but subject nevertheless to the provisos in such sub-clause.

(g) Within one month of each usual quarter day to transmit to the Company a statement and account in writing duly certified by the auditors for the time being of the Member of the transactions of the Member under this Agreement during the quarter covered by each such statement and account and if and so often as upon delivery to the Company of any such quarterly statement and account it shall appear that any adjustment is required to be made either in favour of the Member or in favour of the Company by reference to the monthly statements and remittances referred to in sub-clause (f) of this clause any such adjustment shall be duly made and in particular in connection with each such quarterly statement and account any adjustment which seems reasonable to the Board of the Company shall be made as regards accounts which shall previously have been regarded by the Member as good and upon which he shall have paid the prescribed sums to the Company but which shall in fact have proved bad debts. Provided always that the first statement and account to be transmitted under this sub-clause shall cover the period from the 1st day of November 1922 to the 25th day of December 1922.

(h) On the request of the Company to cause any of the said statements and accounts to be verified by the statutory declaration of the proper officer of the Member.

(i) Not without the previous written consent of the Company to assign transfer mortgage sub-let or in any manner part with or dispose of either wholly or partially this Agreement or the benefit thereof.

(j) Not to make any apparatus for the purposes of the Broadcast Wireless Scheme for or to the order of any person firm or company who or which is not a Member of the Company.

(k) To attach to every set of apparatus made or sold by the Member for the purposes of the Broadcast Wireless Scheme and approved by His Majesty's Postmaster General (a) the distinguishing mark for the time being of the Company and (b) any distinguishing mark for the time being prescribed by His Majesty's Postmaster General as denoting that such piece of apparatus is of a type approved by him and not at any time to attach either of the said distinguishing marks to any piece of apparatus not so approved by His Majesty's Postmaster General.

(l) To permit the Company (so far as the Member lawfully may give such permission without committing a breach of any other agreement for the time being subsisting and to which the Member is a party) to use free of royalty or other compensation but for the purposes only of transmitting for the Broadcast Wireless Scheme all or any of the inventions protected by all or any letters patent for Great Britain and Northern Ireland which for the time being the Member shall either own or be entitled to use.

5. It is mutually agreed as follows :—

(a) The Company shall be entitled to retain the sum of Fifty Pounds referred to in Clause 3 hereof during the subsistence of this Agreement the period of which shall be co-extensive with the existence of the Company unless this Agreement is earlier determined under the provisions of this present clause.

(b) If the Member shall notify the Company in writing that he is ceasing to manufacture wireless apparatus for purposes of the Broadcast Wireless Scheme and shall at the same time sign an undertaking with the Company that he will not during the continuance of the Post Office License manufacture any such apparatus for such purposes then if the Member shall in all respects theretofore have duly performed and observed the obligations on his part and conditions of this Agreement the Company shall repay to the Member the said sum of Fifty Pounds and this Agreement shall be determined and at an end so far as to prevent any future rights or obligations arising hereunder Provided that a Member signing such an undertaking as aforesaid shall be deemed to be released from it by the Company if and when the Postmaster General shall decide to license for the purposes of the Broadcast Wireless Scheme apparatus manufactured either in Great Britain and Northern Ireland or abroad by non-members of the Company.

(c) If after this Agreement shall come to an end as provided by sub-clause (b) of this clause it shall transpire that the Member is in fact manufacturing any wireless apparatus for the purposes of the Broadcast Wireless Scheme the Company may forthwith apply for and obtain from His Majesty's High Court of Justice an injunction restraining the Member from manufacturing any wireless apparatus for purposes of the Broadcast Wireless Scheme and the Member will submit to such injunction and pay the costs charges and expenses of the Company of and relating to the proceedings and the obtaining of such injunction shall be entirely without prejudice to the right of the Company to recover from the Member any loss which the Company is able to satisfy the Court the Company has sustained as and by way of damages for or in respect of such breach by the Member of this Agreement.

(d) If and so often as the Member shall commit any breach of any of the provisions of sub-clause (a) of Clause 4 hereof the Member shall (in addition and without prejudice to any other of the Company's rights powers or remedies hereunder) thereupon become liable to pay and shall pay to the Company a sum equivalent to the Member's list price of every piece of apparatus sold or dealt in by the Member in breach of the provisions of the said sub-clause.

(e) Subject to and with the previous written approval of His Majesty's Postmaster General for the time being the Company may from time to time as may be deemed expedient by a resolution of the Board of Directors of the Company make and require the Member to accept and abide by any modification of the provisions of this Agreement and the Member shall accordingly accept and abide by any modification required or authorised by any such approval and resolution.

6. This Agreement and its rights and obligations shall continue in force so long only as the Company holds the said Post Office License and shall cease to have effect from and after the determination of the said License whether by expiration or otherwise.

IN WITNESS whereof an agent hereunto duly authorised has on behalf of the Company hereunto on its behalf set his hand and the Member has hereunto set his hand.

a director of the Member hereunto duly authorised has hereunto on the Member's behalf set his hand.

the day and year first above written.

The SCHEDULE above referred to :—

- (a) Batteries.
- (b) Accumulators.
- (c) Outside Aerial Equipment.

SIGNED by

in the presence of

SIGNED by

a Director of and for and on
behalf of

in the presence of

For and on behalf of

SIGNED by

as the Agent of and for and on
behalf of the British Broad-
casting Company Limited in the
presence of

For and on behalf of the
British Broadcasting Com-
pany Limited.

SIGNED SEALED AND DELIVERED by
SIR GEORGE EVELYN PEMBERTON MURRAY K.C.B. the Secretary to the Post Office for and in the name and as the act and deed of His Majesty's Postmaster General by virtue of the power in that behalf conferred by the Post Office Act 1908 in the presence of

A. NEVILLE
CHAMBERLAIN
BY
G. E. P. MURRAY

L.S.

D. O. LUMLEY
Private Secretary
G.P.O. (N.) E.C.

THE COMMON SEAL of the British
Broadcasting Company Limited
was hereunto affixed in the
presence of

GAINFORD
W. NOBLE
Directors.

L.S.

P. F. ANDERSON
Secretary.

THIS INDENTURE made the eighteenth day of January One thousand nine hundred and twenty-three BETWEEN THE RIGHT HONOURABLE ARTHUR NEVILLE CHAMBERLAIN M.P. His Majesty's Postmaster General (hereinafter called "the Postmaster General") on behalf of His Majesty of the one part and THE BRITISH BROADCASTING COMPANY LIMITED whose Registered Office is situate at 15 Savoy Street Strand in the County of London (hereinafter called "the Company") of the other part.

SUPPLEMENTAL to an Indenture of even date herewith and made between the parties hereto being a Licence for the Company to establish in Great Britain certain wireless telegraph stations and to broadcast therefrom broadcast matter which expression was defined to mean Concerts Lectures Educational matter speeches weather reports theatrical entertainments and any other matter (including news and other information) from time to time approved by the Postmaster General (which Indenture is hereinafter called "the Principal Indenture").

WHEREAS it was provided in the Principal Indenture that the Company should not broadcast any news or information in the nature of news except such as they obtained on payment from one or more of the following News Agencies viz.:—Reuters Limited Press Association Limited Central News Limited Exchange Telegraph Company Limited or from any other News Agency or the time being approved for the purpose by the Postmaster General.

NOW THIS INDENTURE WITNESSETH and the Company hereby COVENANT AND AGREE as follows:—

1. In these presents the same words and expressions shall have the same respective meanings as in the Principal Indenture.

2. The Postmaster General approves of the broadcasting by the Company of Parliament Sporting Stock Exchange mercantile shipping and general news and information of any nature or kind soever which may be obtained by the Company on payment from one or more of the before mentioned News Agencies or from any other News Agency for the time being approved for the purpose by the Postmaster General.

3.—(1) If and so often as any person hereinafter called the owner shall during the continuance of the Principal Indenture establish to the reasonable satisfaction of the Postmaster General that the Company have in breach of the terms of the Principal Indenture and of the proviso hereinbefore recited contained therein published any news not obtained from one or more of the said News Agencies which shall have been exclusively published in any Newspaper the Postmaster General may by notice in writing require the Company within twenty-one days from the date of such notice to state in writing whether they admit the breach alleged and whether they are prepared to compensate the owner of such newspaper in respect thereof.

(2) If the Company admit the breach alleged but dispute the amount of any loss or damage sustained by the owner by reason thereof or if the Company deny the alleged breach the Postmaster General may at the request of such owner by notice in writing to the Company require it within fourteen days from the date of such notice to join with such owner in submitting the dispute which shall have arisen between such owner and the Company to the decision of a single Arbitrator to be appointed in default of agreement between such owner and the Company by the Postmaster General.

(3) Any such arbitration shall be conducted under and subject to the provisions of the Arbitration Act 1889 or any statutory modification or re-enactment thereof for the time being in force.

(4) It shall be one of the conditions of the submission to arbitration that the amount of any damage shall not exceed Five hundred pounds for any one breach.

4. If the Company shall neglect or refuse to comply with any notice or notices given by the Postmaster General under the provisions of the last preceding clause hereof within the period specified therein or in accordance with such provisions to join in any submission to arbitration the terms of which shall in the opinion of the Postmaster General be reasonable within fourteen days of being required so to do by such owner as aforesaid or if the Company shall knowingly and persistently commit breaches of the conditions herein contained the Postmaster General may withdraw his approval by Clause 2 hereof given.

5. Any notice given by the Postmaster General to the Company under the provisions hereof may be given and served in manner provided by Clause 30 of the Principal Indenture.

IN WITNESS whereof the Postmaster General has hereunto set his hand and seal and the Company has caused its Common Seal to be hereunto affixed the day and year first before written.

SIGNED SEALED AND DELIVERED by Sir George Evelyn Pemberton Murray K.C.B. the Secretary to the Post Office for and in the name and as the act and deed of His Majesty's Postmaster General by virtue of the power in that behalf conferred by the Post Office Act 1908 in the presence of

A. NEVILLE CHAMBERLAIN

BY

G. E. P. MURRAY.

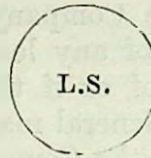
L.S.

D. O. LUMLEY

Private Secretary

G.P.O. (N). E.C.

THE COMMON SEAL of the
British Broadcasting
Company Limited was
hereunto affixed in the
presence of



GAINFORD }
W. NOBLE } Directors.

P. F. ANDERSON, Secretary.