

LICENCES

No. 690

With reference to Government Notice No. 602, published in the Jamaica Gazette of the 9th of August, 1945, the Governor in Executive Council on the 20th of August, 1945, under section 5 of the Telephone Law, Chapter 245, granted an exclusive franchise to the Jamaica Telephone Company, Limited, for the whole of the Island of Jamaica in a form and under conditions approved by the House of Representatives on the 2nd of August, 1945, as follows:—

THE TELEPHONE LAW

CHAPTER 245

THE JAMAICA ISLAND TELEPHONE LICENCE, 1945

In exercise of the power conferred upon the Governor in Executive Council by Section 5 of the Telephone Law the following Licence is hereby granted:—

LICENCE

1. This Licence may be cited as the "Jamaica Island Telephone Licence, 1945," and shall be read and construed subject to the provisions of the Telephone Law and of the agreement for the sale to the Licensees of the Government All Island Telephone System.

2. The Jamaica Telephone Company, Limited, or its transferees as hereinafter authorised shall be the Licensees for the purpose of this Licence, and are in this Licence referred to as "the Licensees".

3. The several words, terms and expressions, to which by the Telephone Law meanings are assigned, shall have in this Licence the same meanings; provided that in this Licence the expressions "the undertakings" and "the works" shall mean the exchanges, telephones, electric batteries, cables, wires, poles, lands, buildings, material, plant and all matters and things of whatsoever description erected, used, supplied, kept on hand, or usable or useful for the purposes of the telephone system, or for the rendering of service under this Licence; the expression "prescribed" shall mean fixed by the Telephone Rates Board (where so required by this Licence) or (where not required or required but not fixed by such Board) fixed by the Licensees; the expression "month" shall mean calendar month; the expression "mechanical appliances" shall include the poles, cables, wires, equipment, fittings and all other work, appliances, material or things which shall form part of, or be required for, or be used or kept on hand in connection with, the undertaking; the expression "town area" shall mean the portions of the licensed area within a radius of two miles (or in any particular case or cases to be determined by the Licensees a smaller radius not being less than one mile) of any local Central Exchange, provided, however, that the Parochial Board of the parish in which such local Central Exchange is situated shall be given notice in writing of any such determination and shall within thirty days of such notice have a right of appeal against such determination to the Director of Public Works whose decision shall be final; the expression "rural area" shall mean those portions outside a "town area"; the expression "minimum rate area" shall mean such portion of a "town area" as may from time to time be fixed by the Licensees (subject to variation by the Telephone Rates Board or the Supreme Court as hereinafter provided) with respect to each particular local Exchange; and the expression "the Inspector" shall mean the person appointed under either clauses 6 or 7 of this Licence

4. This Licence shall confer on the Licensees the right to establish telephonic communication within the area hereinafter defined and to exercise all the powers conferred on the Licensees under the Telephone Law and this Licence and shall also impose on the Licensees the obligation to perform all the duties imposed on the Licensees by the said Law and by this Licence, and shall be read and construed subject in all respects to the provisions of the Telephone Law, and all the powers, rights and privileges mentioned in the said Law are hereby granted to and conferred upon the Licensees, subject nevertheless to all the duties and obligations imposed thereby and contained therein. And it is hereby declared that the Licensees are hereby authorised (so far as may lawfully be done) to utilize and operate telephone communication in any form or any method of transmitting or relaying speech or words by means of any form of telephone communication. And it is hereby declared that so long as the Licensees shall faithfully observe and perform the conditions of this Licence, the Governor in Executive Council shall not nor will grant any Licence whatsoever relating to telephones within the area covered by this Licence.

5. The Licensees are hereby granted power, within the area hereinafter defined, to erect, make, construct, complete, maintain and from time to time alter, remove and rebuild and work and operate continuously day and/or night during the continuance of this Licence, subject to and in accordance with the provisions of this Licence and of the Telephone Law, an efficient telephone system and modern telephone exchanges, with all necessary and convenient cables, wires, poles, works, plant, buildings and mechanical appliances for the due and efficient working of the undertaking; and generally, the Licensees shall do and execute all and any other works necessary for the efficient construction, equipment and operation of the undertaking. The Licensees shall be under a duty to operate a continuous and efficient day and night telephone service subject to any temporary cessation caused by circumstances beyond their control, in such a manner as to provide adequate safeguards to members of the public and save as is provided in this Licence or is due to circumstances beyond their control, in such a manner as to provide for the non-interruption of traffic on roads and for the non-interference with other telephonic, telegraphic or electrical systems lawfully established.

6. The Governor may from time to time during the progress of any construction works undertaken by the Licensees select and appoint a competent and impartial person to inspect the works during construction, at such remuneration as he may consider reasonable, and such appointment may be limited to periodical inspection only, if the Governor shall be satisfied that such is sufficient. And the Licensees shall bear the remuneration of such person as part of the cost of the works.

7. After completion of any construction works undertaken by the Licensees from time to time, the Governor may from time to time (whenever it shall appear to him to be necessary to do so) appoint a competent and impartial person to inspect such works and to report on such matters in connection therewith as the Governor may from time to time direct, and the Licensees shall pay such fee to the Inspector as the Governor may fix as part of the expenses of operation.

8. The area for which this Licence is granted shall be the whole of the Island of Jamaica, except such portions thereof as are included in the Kingston and St. Andrew Telephone Licence, 1925, and all existing extensions thereof.

9. The telephone system between towns or districts shall be a physical circuit system, or such other system as may be substituted at any time by the Licensees and approved by the Governor in Executive Council and shall be such as will provide inter-communication between the several towns and districts connected with the said telephone system. The local exchange system shall be automatic or manual as the Licensees may in each case decide. The Licensees shall have full power from time to time hereafter to enlarge the capacity of the undertaking to such extent as may seem to them necessary to meet the exigencies of the service.

10. The method of construction and the materials used in the construction of construction works from time to time shall be of standard pattern and quality and in accordance with modern requirements. Any provision specified in this Licence as to plan, type of system or equipment, method of construction or materials to be used, and any clause, matter or thing whatsoever under or in relation to this Licence may from time to time be varied or altered with the consent in writing of both the Licensees and the Governor in Executive Council.

11. Subject to the provisions of this Licence and of the Telephone Law, and subject to the consent of any authority, company or person whose consent is necessary under section 8 of the said Law, the Licensees may from time to time, and at all times, for the purposes of this Licence, lay cables and erect and maintain poles, wires and mechanical appliances under, along, over, or across, any public street or road or open space within the licensed area. In the execution of the works within the licensed area the Licensees will be allowed to lay cables and erect and maintain poles, wires and any mechanical appliances under, along, over or across the public roads and the route of the Jamaica Government Railway and/or public lands and/or any public streams or rivers, provided that the location of such cables, poles, wires or mechanical appliances shall be approved by the Road Authority or the General Manager of the Railway as the case may require. All such cables, poles, wires and mechanical appliances shall be for the exclusive use of the Licensees and under their sole control, and shall be laid, erected, maintained and used by them at all times for the purposes of this Licence.

12. The Licensees shall at all times maintain the works in efficient order and condition to the satisfaction of the Inspector, and shall at all times keep an adequate staff at each telephone exchange.

Every telephone circuit shall be properly protected against any electric or magnetic current passing from, through, or into the earth, so that communication by such circuit shall be unaffected by such current.

13. If and whenever the telephone lines or any of them cross over or under any existing Government telegraph or telephone line or come into proximity therewith, such special construction shall be adopted by the Licensees for preventing contact between their lines and the adjacent lines as shall be approved by the Inspector.

14. In the construction and maintenance of the works, the Licensees shall observe, perform and keep the following conditions:—

- (i) All cables and wires (other than underground cables) shall, unless the Road Authority as defined by the Telephone Law in particular cases otherwise determine, be fixed in a town area at a distance of not less than 20 feet, and in a rural area at a distance of not less than 16 feet above the surface of the road or footpath.
- (ii) All poles shall be perpendicular.
- (iii) Poles in the same street, lane or other thoroughfare shall, so far as practicable, be of the same height and size.
- (iv) All arms and cross-arms shall be at right angles to the poles.
- (v) All arms and cross-arms in the same street, lane, or other thoroughfare shall, so far as practicable, be of the same size and length and at the same height and with the same spaces between them.
- (vi) All poles, arms, cross-arms and wires shall be so erected as to make for uniformity in appearance.
- (vii) Every instrument shall be protected at a point near where the "circuit" wires enter it by a fuse or fusible connection of a type and capacity approved by the Inspector.

15. Where the wires of the Licensees cross any tramway trolley or high tension electric wires, they must be enclosed in lead covered cables or rubber insulation of a design to be approved by the Inspector, and they shall be erected at such points as the Inspector may direct, and shall cross, as nearly as may be practicable, at right angles to such trolley and high tension wires, or underground at such points as the Inspector may direct.

16. The Inspector shall have the power to require the Licensees to do everything necessary for the due compliance by them with the provisions of this Licence, and for that purpose it shall be lawful for him, from time to time, at all reasonable times to inspect the works and equipment thereof.

17. The Licensees shall from time to time, as occasion may require, replace all parts of the works as shall from wear and tear or otherwise be past repair, so that the service shall be maintained always in a state of efficiency equal to that required by this Licence, and so that continuous and efficient telephonic communication may be had over the whole system.

18. If the Licensees shall make default in the upkeep of the works or the observance of the obligations imposed by the preceding clause, and shall not, after reasonable notice in writing from the Inspector specifying the defects alleged, forthwith remedy the said defects to the satisfaction of the Inspector, such Inspector shall forthwith report the matter to the Colonial Secretary and it shall be lawful for the Inspector, on directions in writing from the Colonial Secretary, and after ten days' notice in writing to the Licensees, to procure materials and to repair such defects himself or by his servants or agents, and the cost of such work and materials, when certified under the hand of the Inspector and countersigned by the Colonial Secretary shall, unless the amount be forthwith paid by the Licensees, be recoverable by the Attorney General on behalf of the Government in a suit brought against the Licensees for the recovery thereof, and any judgment recovered under this clause shall operate as a charge upon the undertaking, in priority to the claims of any other persons whomsoever. The Licensees shall afford every proper facility to the Inspector for the purpose of enabling him to carry out the provisions of the clause.

19. In the event of any difference whatever arising under this Licence between the Inspector and the Licensees, the matter in difference shall be referred to arbitration according to the Arbitration Laws of this Island and the decision thereon shall be final and conclusive.

20. The Licensees shall be entitled to make any contracts or agreements from time to time with the General Manager of the Railway, the Postmaster General and/or any other Government Authority or Authorities in connection with the construction and/or maintenance by the Licensees of the whole or any portion of any Government works located along the route of the Jamaica Government Railway or elsewhere in the Island of Jamaica.

21. The subscribers' lines shall be a single line service primarily, but may be arranged to take multi-party service, that is, two or more parties may be placed on a line, but each must except with the consent of the subscriber be rung separately. Except with the consent of the subscriber, the multi-party service shall not be employed, and where employed the rates charged for such multi-party service shall be in the discretion of the Licensees, but shall be lower than those fixed for the single party service. With the multi-party system, secrecy in talking shall not be essential, but secrecy in ringing shall be provided except where there are more than two parties on the line or where all the parties agree otherwise.

22. Before any person, having a residence or place of business within the licensed area, shall be entitled to require the Licensees to supply him with telephonic connection under section 12 of the Telephone Law, he shall enter into a written agreement with the Licensees according to the conditions and in the form set forth in Schedule A hereto, and shall pay to the Licensees such rental and charges as shall be prescribed in such cases; provided nevertheless that (except in the case of premises already connected with the telephone system) where any building for which telephonic connection is required shall be distant more than 50 yards from any then existing local cable terminal of the Licensees, the person or persons requiring such connection shall as a primary condition assume and pay the full expense (less the cost of the first 50 yards) of extending the telephone line from the most convenient existing local cable terminal to the building in question, irrespective of the rental and any other charges prescribed; provided also that the Licensees shall extend the telephone line at their expense to the central point hereinafter mentioned, on receipt of a requisition in writing signed by not less than ten intending subscribers located within a radius of not more than 100 yards of a central point, which shall itself be distant not more than three miles from any local Exchange already established by the Licensees. Such requisition shall require telephonic connection to be afforded to such intending subscribers according to the conditions hereinbefore specified and shall furnish a reasonable guarantee that they will retain and pay for such telephonic connection for a period of not less than two years.

23. Every telephonic connection shall be subject to the following express conditions, viz., that no person shall attach any additional instrument, or any wire or appliance of any kind to any telephone or wires of the Licensees whatsoever (whether within a building or outside) or do or perform any telephone work or alteration, or in any manner tamper with the telephone and/or wires as laid by the Licensees. If any extension telephone shall be required, it shall be supplied and installed by the Licensees exclusively, and the prescribed charge shall be paid therefor. If any private branch exchange shall be required by any subscriber the work of installation shall be done and all the materials therefor supplied by the Licensees exclusively and the subscriber shall pay to the Licensees the cost (which shall not exceed the actual cost of labour and materials plus 15% thereof) of such installation, work and materials excluding the cost of the private branch exchange itself and shall also pay such monthly charge for the private branch exchange and for the extension line or lines as may be prescribed.

Any subscriber who already has a private branch exchange at the time of the granting of this Licence may continue to use it after it has been approved by the Inspector and on the conditions of payment laid down in this Licence.

24. Before any person desiring direct telephonic communication between any two places within the area, without the intervention of a telephone exchange, shall be entitled to require the Licensees to supply a private wire for that purpose under section 13 of the Telephone Law, he shall enter into a written agreement with the Licensees according to the conditions and in the form set forth in Schedule B hereto, and shall pay in advance to the Licensees the first year's rental of such private wire at the prescribed rate; provided always that the Licensees shall, whenever required by the Postmaster General, provide and maintain lines for the Government Telegraph Service between any two points within the area, according to the same conditions and at the same rental as prescribed for private wires.

25. Any requisition to the Licensees under any of the last three preceding clauses, shall be in writing and signed by the person making the same, or his agent duly authorised in that behalf.

26. Any notice, order or document required or authorised to be served upon any body or person under this Licence may be served by addressing it to such body or person, and delivering it to some adult inmate at the usual or last known place of business or abode of such body or person, or by transmitting it by registered post directed to such address. If served by post it shall be deemed to have been served at the time when the envelope containing it would have been, in cases where there is a postal delivery, delivered, and in cases where there is no such delivery, when the same would be deliverable at the Post Office, in the ordinary course of post, and in proving such service it shall be sufficient to prove that such notice, order or document was properly addressed and duly registered.

27. The Licensees may establish public call offices at any points within the area, and they shall, if required by the Inspector, establish and maintain in good order not more than twelve public call offices at points, to be fixed by the Inspector, not more than five miles from any local cable terminal from time to time established by the Licensees. Such call offices shall be open for use by the public during convenient hours, and shall be under the sole control of the Licensees, who will collect from all persons using the line the charge prescribed for such use; Provided that no call office in existence on 31st December, 1944, shall be discontinued except with the consent of the Governor in Executive Council.

28. The Inspector may, from time to time, by notice in writing direct the removal or transfer of any public call office fixed by him to another place (situated as aforesaid) to be appointed by him; the Government of Jamaica, in the event of any such removal or transfer, paying the cost of removal or transfer.

29. The duration of this Licence shall be until the 20th day of January, 1967, or for the full period of the operation of the system under the Kingston and St. Andrew Telephone Licence, 1925, whichever period shall be the longer: Provided that in no case shall this Licence remain in force for more than forty years from the date upon which this Licence takes effect.

30. If at any time after the commencement of this Licence, the Licensees shall represent to the Governor in Executive Council that the undertaking, as to any part of the licensed area or as to any public call office, cannot be carried on with profit, and ought to be abandoned, the Governor in Executive Council shall enquire into such representation and may relieve the Licensees from their obligation as to such part of the area, or as to any such public call office.

31. The Licensees shall be answerable for all accidents, damages and injuries happening through their act or default, or through the act or default of any person in their employment, by reason, or in consequence of any of their works, and shall save harmless all Road and other Authorities, companies or bodies collectively and individually, and their officers and servants, from all damages and costs in respect of such accidents, damages and injuries.

32. The rates to be charged by the Licensees shall be prescribed and fixed in the following manner:—

- (a) The Schedule of rates to prevail during the first year of the service shall be prepared by the Licensees and shall come into force immediately on the filing of the same with the Clerk of the Executive Council and shall continue in force unless and until the same shall be disallowed or varied by the Governor in Executive Council within ninety days after the filing thereof and notice of such disallowance or variation shall be given to the Licensees. If the said Schedule is varied as aforesaid then the said Schedule as so varied shall have effect from the date of notice to the Licensees of such variation. If the said Schedule is disallowed as aforesaid the Licensees shall be entitled to file an amended Schedule with the Clerk of the Executive Council and thereupon the provisions of this paragraph shall apply to such amended Schedule as if such amended Schedule were the original Schedule prepared by the Licensees.
- (b) After the expiration of the said first year of service the said Schedule of rates and the minimum rate areas shall continue in force unless and until revised as the result of application to the Governor in Executive Council either by the Licensees or any twelve telephone subscribers not in arrears (hereinafter referred to as "the rate-payers").
- (c) If the application for revision be made by the Licensees they shall submit with their application an account of their revenue and expenditure during and up to the end of their last financial year.
- (d) If the application for revision be made by the rate-payers the Licensees shall, on notice from the Clerk of the Executive Council, submit an account of their revenue and expenditure during and up to the end of their last financial year.
- (e) Upon receipt of such application and account, the Governor in Executive Council shall refer the same to a Telephone Rates Board (to be appointed as hereinafter mentioned) and such Board (hereinafter called "the Board") may, if they think fit, at the expense of the applicants for revision, refer the accounts to an independent auditor or accountant to be selected by the Board to check and report upon the figures of such account and in particular as to the items of expenditure allocated for maintenance and renewals and thereafter the Board shall give notice to the Licensees and also (if the application is by the rate-payers) to the rate-payers, and also by publication in the Jamaica Gazette of the date upon which the application for revision will be considered.
- (f) Upon consideration of the application, the Board shall, after taking such evidence as may be tendered by or on behalf of the Licensees and/or the rate-payers, proceed to fix and prescribe such rates as may be just, and to fix, whether by variation or otherwise, such minimum rate area as may be just, and as shall conform with the requirements of this Licence, and be consistent with the rights of the Licensees and the rate-payers respectively, hereunder, and shall cause such rates and such minimum rate area to be published forthwith in the Jamaica Gazette.
- (g) Except in so far as is provided to the contrary in paragraphs (a), (b) and (m) of this clause, the rates and the minimum rate area, when fixed and prescribed, may be reduced or increased by the Board, on application at any time either by the Licensees or by the rate-payers; such application to be addressed to the Board and lodged with the Clerk of the Executive Council, together with the sum of Forty Pounds by way of security for the costs of the hearing; and all expenses of the Board in connection with the investigation shall be paid out of the said deposit and the balance, if any, returned to the applicants.
- (h) In case either the Licensees or the rate-payers shall at any time be dissatisfied with the rates prescribed, fixed, increased or reduced by the Board, or in case the Licensees or the rate-payers shall be dissatisfied with the minimum rate area fixed by the Board, or in case the Board shall at any time refuse the application of either party to prescribe a rate, or for the increase or decrease of any rate or rates, or in case the Board shall do any act to prejudice any of the rights either of the Licensees or of the rate-payers as hereunder declared, stated or implied, they shall (upon giving sufficient security for costs in such sum as the Board may, after notice to the intended defendant, determine) have the right of appeal to the Supreme Court by way of action by Writ of Summons, if by the Licensees against the members of the Board as defendants, and if by the rate-payers against the Licensees as defendants, claiming a declaration of such rights hereunder as the party dissatisfied may claim to have been prejudiced by any act or omission of the Board and/or that the rates fixed by the Board are contrary to the provisions of this Licence and/or that the same be varied in such respect as to the Court shall appear just and as the Court may direct, and/or that the minimum rate area be varied in such respect as to the Court shall appear just and as the Court may direct, and otherwise for such relief as will secure either to the Licensees or the rate-payers any rights to which they may be entitled under this Licence. And thereupon the provisions of the Civil Procedure Code shall apply to every such action, and each party shall have all the rights and liabilities of a plaintiff and defendant in the said Court. And the parties bind themselves to submit to any such interim orders and arrangements as to rates or otherwise pending trial, as to the Court or Judge may seem just or expedient, on the application of either party.
- (i) The costs incurred or payable by the Licensees in any action or suit by the Licensees against the members of the Board or by the rate-payers against the Licensees under the preceding paragraph shall be paid by the Licensees in the first instance, in any event. If Judgment shall be against the Licensees, they shall treat such costs as part of the operating expenses of the service. If Judgment shall be in favour of the Licensees, they shall have the right to reimburse themselves by means of an addition to the rates of a special rate per subscriber per month, until the said costs shall be liquidated; such special rate to be approved by the Governor in Executive Council before coming into force.
- (j) The Board shall consist of three members to be appointed by the Governor in Executive Council either for a term subject to removal by the Governor in Executive Council at any time, or from time to time,

whenever required, (of which the Chairman shall be a Barrister or Solicitor of not less than seven years' practice, and the other two members shall be disinterested persons possessed of some electrical knowledge). The remuneration of the members of the Board shall from time to time be fixed by the Governor and shall be defrayed by the Licensees as part of the operating expenses of the undertaking, unless recouped by means of any deposit made on an application by the rate-payers as hereinbefore provided.

- (k) It shall be the vital and fundamental principle in any assessment or alteration of rates that the rates must secure to the Licensees during each year of this Licence a fair and reasonable return not being less than 8% on the total value of the undertaking (as hereinafter defined) after providing for:—
- (i) operating expenses (including maintenance), taxes other than Income Tax and Excess Profits Tax and any other tax of a similar nature, rates, insurance, finance charges excluding interest on bonds debentures and other funded borrowings of a permanent character, and all such charges as are usual and proper in undertakings of a like character; and
 - (ii) a fair percentage for depreciation, being such percentage as the Licensees may from time to time determine but not to exceed 7% per annum on the gross value of the undertaking (as hereinafter defined) from time to time excluding land.

The annual sum so provided for depreciation shall be placed to the credit of a fund to be called Depreciation Reserve Account against which all expenditure for renewals or replacements (but not ordinary maintenance) shall be charged. If and so long as the said Account shall amount to a sum equal to 60% of the total value of the undertaking the aforesaid provision for depreciation shall be and remain suspended.

- (l) An increase or decrease of rate may be general or partial, or may be confined to any particular head or headings specified in Schedule C or to any particular area or areas, or any minimum rate area may be increased or reduced in extent in such manner as the Board may prescribe, subject to appeal as hereinbefore provided.
- (m) If and when the rates shall have been prescribed, and/or the minimum rate area fixed, by the Board and accepted by the Licensees and the rate-payers without appeal for a period of one month, or if and when the rates and/or the minimum rate area shall have been confirmed or varied by the Court, the Licensees shall not thereafter be entitled to insist upon an increase in any rate or rates or a variation in the minimum rate area (unless the Board shall be willing to grant the same) merely on the ground that the return to the Licensees in any one year shall have proven less than 8% on the total value of the undertaking so long as such rates shall have yielded to them a return of not less than 7% in such year on such total value of the undertaking; and on the other hand the Board shall not have power to reduce any rate or rates or to vary any minimum rate area (unless the Licensees shall be willing to consent to same) on the ground merely that such rates have produced a return to the Licensees of more than 8% on the total value of the undertaking in any year or years so long as such return to the Licensees shall not have exceeded 9% on such total value of the undertaking in such year or years.
- (n) The gross value of the Licensees' undertaking immediately prior to the date upon which this Licence takes effect shall be deemed to be the sum of £200,000 (being the agreed value of the property and plant of the Licensees), and from time to time thereafter such gross value shall be increased by the cost of all additions and improvements (excluding replacements chargeable and charged to Revenue Account or to the Depreciation Reserve Account and excluding maintenance charges) to the undertaking and decreased by the cost to the Licensees of any part of the works, property and plant retired from the undertaking, and the net value of the undertaking shall be ascertained by deducting from the balance so obtained the then credit balance of the Depreciation Reserve Account created in pursuance of paragraph (k) hereof.

The expression "total value of the undertaking" as used herein shall mean the aggregate of—

- (i) the net value of the undertaking at the close of each year;
 - (ii) the book value of all stores, materials, tools, spares and other articles (including any such as are comprised in construction work in progress) which have been acquired and provided by the Licensees for the purposes of the undertaking but have not been included in the value of the property and plant as aforesaid, such book value not to exceed an amount equal to $7\frac{1}{2}\%$ of the net value of the undertaking unless otherwise expressly authorised by the Governor in Executive Council;
 - (iii) cash in hand not exceeding 5% of the net value of the undertaking.
- (o) Where the revenue received in any one year yields a return in excess of 8% on the total value of the undertaking, such excess return shall (in addition to being entered as revenue in the accounts of the Licensees in the ordinary way) be entered in a separate "Excess and Deficiency Account" to be kept for the purposes of rate variations outside the ordinary books of account of the Licensees, and such excess shall be applied against any deficiency of revenue which may subsequently arise, or, if there is any deficiency of revenue which has been carried forward from a previous year or years, shall be applied in offsetting such deficiency of revenue and the balance, if any, carried forward in such Excess and Deficiency Account to be so applied; and if after such adjustment (if any) as set out above the revenue received in any one financial year of the Licensees is insufficient to cover all the obligations and the return to the Licensees mentioned in paragraph (k) of this clause, the Board are authorised, and it shall be obligatory on them, in considering any application subsequently made to them, to include such deficiency of revenue in the requirements of the next financial year and to increase the rates to such figures as will cover such total requirements and ensure the collection by the Licensees in the ensuing year or years of the specified return of 8%, together with any such aforementioned deficiency. Nothing in the foregoing provisions of this paragraph shall affect the powers of the Rates Board to vary the rates on any application made by the rate-payers where the return to the Licensees in any year shall warrant a reduction of rate under the terms of this Licence.
- (p) The rates shall (except with the consent of the Licensees) be grouped under and cover the heads or headings specified in Schedule C hereto, in addition to any other heads or headings specified or required by the Licensees and approved either by the Governor in Executive Council or the Board.
- (q) The Licensees shall within six months of the close of each financial year forward to the Colonial Secretary a true and correct copy of their Balance Sheet and financial statement for such financial year as presented or to be presented to the Annual General Meeting of the Licensees' Company.
- (r) Save as hereinbefore provided the undertaking operated by the Licensees under this Licence and the undertaking operated by the Licensees under the Kingston and St. Andrew Telephone Licence, 1925, and any extensions thereof shall for the purposes of this clause be regarded as one undertaking and all rates under this Licence and under the said Kingston and St. Andrew Telephone Licence, 1925, shall be fixed and computed on this basis and the terms of the said Kingston and St. Andrew Telephone Licence, 1925, shall be deemed to be amended so far as necessary to comply with the terms of this paragraph.

33. Notwithstanding the provisions of clause 33 of the Kingston and St. Andrew Telephone Licence, 1925 (in this clause referred to as the Kingston Licence), the Licensees may, at the time of filing a Schedule of rates to prevail during the first year of service under this Licence, also file a Schedule of rates under the Kingston Licence to prevail for the same period, and such Schedule of rates so filed under the Kingston Licence shall be dealt with in the same manner and shall have effect in the same way as the Schedule of rates filed under this Licence, and after such period of one year the provisions of clause 33 of the Kingston Licence (as amended by this clause) shall apply as if such Schedule of rates so filed under the Kingston Licence had been filed in respect of the first year of service under that Licence; and with the consent of the Licensees the said Kingston Licence is hereby amended as from the date upon which this Licence takes effect in the following respects:—

- (1) by the insertion in paragraph (b) of clause 33 after the word "subscribers" in the third line of the words "not in arrears";
- (2) by the insertion in paragraph (e) of clause 33 after the word "Licensees" in the sixth line of the words "and also (if the application is by the rate-payers) to the rate-payers";
- (3) by the deletion from paragraph (h) of clause 33 of the last sentence;
- (4) by the deletion from paragraph (i) of clause 33 of the first seventeen words and by the substitution therefor of the words "The costs incurred or payable by the Licensees in any action or suit by the Licensees against the members of the Board or by the rate-payers against the Licensees";
- (5) by the insertion in paragraph (j) of clause 33 after the word "Governor" in the second line of the words "in Executive Council";
- (6) by the deletion of paragraph (k) of clause 33 and by the substitution therefor of the following paragraph:—

"(k) It shall be the vital and fundamental principle in any assessment or alteration of rates that the rates must secure to the Licensees during each year of this Licence a fair and reasonable return not being less than 8% of the total value of the undertaking (as hereinafter defined) after providing for:—

- (i) operating expenses (including maintenance) taxes other than Income Tax and Excess Profits Tax and any other tax of a similar nature, rates, insurance, finance charges excluding interest on bonds debentures and other funded borrowings of a permanent character, and all such charges as are usual and proper in undertakings of a like character; and
- (ii) a fair percentage for depreciation, being such percentage as the Licensees may from time to time determine but not to exceed 7% per annum on the gross value of the undertaking (as hereinafter defined) from time to time excluding land.

The annual sum so provided for depreciation shall be placed to the credit of a fund to be called Depreciation Reserve Account against which all expenditure for renewals or replacements (but not ordinary maintenance) shall be charged. If and so long as the said Account shall amount to a sum equal to 60% of the total value of the undertaking the aforesaid provision for depreciation shall be and remain suspended."

- (7) by the deletion of paragraphs (m) and (n) of clause 33 and by the substitution therefor of the following paragraphs:—

"(m) If and when the rates shall have been prescribed by the Board and accepted by the Licensees and the rate-payers without appeal for a period of one month, or if and when the rates shall have been confirmed or varied by the Court, the Licensees shall not thereafter be entitled to insist upon an increase in any rate or rates (unless the Board shall be willing to grant the same) merely on the ground that the return to the Licensees in any one year shall have proven less than 8% on the total value of the undertaking so long as such rates shall have yielded to them a return of not less than 7% in such year on such total value of the undertaking; and on the other hand the Board shall not have power to reduce any rate or rates (unless the Licensees shall be willing to consent to same) on the ground merely that such rates have produced a return to the Licensees of more than 8% on the total value of the undertaking in any year or years so long as such return to the Licensees shall not have exceeded 9% on such total value of the undertaking in such year or years.

- (n) The gross value of the Licensees' undertaking immediately prior to the date upon which the Jamaica Island Telephone Licence, 1945, takes effect shall be deemed to be the sum of £200,000 (being the agreed value of the property and plant of the Licensees) and from time to time thereafter such gross value shall be increased by the cost of all additions and improvements (excluding replacements chargeable and charged to Revenue Account or to the Depreciation Reserve Account and excluding maintenance charges) to the undertaking and decreased by the cost to the Licensees of any part of the works, property and plant retired from the undertaking, and the net value of the undertaking shall be ascertained by deducting from the balance so obtained the then credit balance of the Depreciation Reserve Account created in pursuance of paragraph (k) hereof.

The expression "total value of the undertaking" as used therein shall mean the aggregate of—

- (i) the net value of the undertaking at the close of each year;
 - (ii) the book value of all stores, materials, tools, spares and other articles (including any such as are comprised in construction work in progress) which have been acquired and provided by the Licensees for the purposes of the undertaking but have not been included in the value of the property and plant as aforesaid, such book value not to exceed an amount equal to 7½% of the net value of the undertaking unless otherwise expressly authorised by the Governor in Executive Council;
 - (iii) cash in hand not exceeding 5% of the net value of the undertaking."
- (8) by the deletion of paragraph (o) of clause 33 and by the substitution therefor of the following paragraph:—
- "(o) Where the revenue received in any one year yields a return in excess of 8% on the total value of the undertaking, such excess return shall (in addition to being entered as revenue in the accounts of the Licensees in the ordinary way) be entered in a separate "Excess and Deficiency Account" to be kept for purposes of rate variations outside the ordinary books of account of the Licensees, and such excess shall be applied against any deficiency of revenue which may subsequently arise or, if there is any deficiency of revenue which has been carried forward from a previous year or years, shall be applied in offsetting such deficiency of revenue and the balance, if any, carried forward in such Excess and Deficiency Account to be so applied; and if after such adjustment (if any) as set out above the revenue received in any one financial year of the Licensees is insufficient to cover all the obligations and the return to the Licensees mentioned in paragraph (k) of this clause, the Board are authorised, and it

shall be obligatory on them, in considering any application subsequently made to them, to include such deficiency of revenue in the requirements of the next financial year and to increase the rates to such figures as will cover such total requirements and ensure the collection by the Licensees in the ensuing year or years of the specified return of 8%, together with any such aforementioned deficiency. Nothing in the foregoing provisions of this paragraph shall affect the powers of the Rates Board to vary the rates on any application made by the rate-payers where the return to the Licensees in any year shall warrant a reduction of rate under the terms of this Licence."

- (9) by the insertion at the end of clause 33 of the following two paragraphs:—

"(q) The Licensees shall within six months of the close of each financial year forward to the Colonial Secretary a true and correct copy of their Balance Sheet and financial statement for such financial year as presented or to be presented to the Annual General Meeting of the Licensees' Company.

(r) Save as hereinbefore provided the undertaking operated by the Licensees under this Licence and the undertaking provided by the Licensees under the Jamaica Island Telephone Licence, 1945, and any extensions thereof shall for the purposes of this clause be regarded as one undertaking and all rates under this Licence and under the Jamaica Island Telephone Licence, 1945, shall be fixed and computed on this basis."

- (10) by the deletion from clause 37 of the word "Government" in the first line and by the substitution therefor of the words "Governor in Executive Council";

- (11) by the insertion in clause 44 after the word "system" in the fourth line of the words "or that any member of the Board of Directors of the Licensees or any new company to which the franchise is transferred under clause 36 is not of British nationality";

- (12) by the deletion—

(a) of the first forty-four words of clause 45 and by the substitution therefor of the following words:
"The Governor in Executive Council, in addition to any other powers he may have in that behalf, may at the expiration of this Licence, by giving not less than twelve months previous notice in writing under the hand of the Clerk to the Executive Council of his intention so to do";

(b) of the word "notice" from the sixth line of such clause and by the substitution therefor of the word "expiration";

(c) of the words "the sale" from the tenth line of such clause and by the substitution therefor of the words "such expiration";

- (13) by the addition at the end of the Licence of the following clause—

"48. Nothing in this Licence shall be construed as prejudicing any rights of the Jamaica Public Service Company Limited under section 50 of the Tramways Law."

- (14) by the deletion of Schedules A and B to the Kingston Licence and by the substitution therefor of Schedules A and B to this Licence: Provided that such deletion and substitution shall not affect the operation of any agreement, nor the rights or liabilities of any party thereto, made prior to such deletion and substitution under the Kingston Licence and in accordance with the forms contained in Schedules A and B thereto.

34. Notwithstanding anything herein contained, it is expressly declared, that whilst the Licensees shall not be entitled to charge higher rates than those prescribed, they shall have absolute discretion to charge a lower rate or lower rates in any case or cases, and in any part or parts of the licensed area and that the rates prescribed by the Board shall be deemed to cover such an aggregate number of calls per month per telephone installed, as the Board may from time to time prescribe, or in the absence of any number being prescribed by the Board, as the Licensees may prescribe by notice to be published in the Jamaica Gazette. And further, the Licensees may charge the subscriber for an excess of calls made in any month at such rate for each call in excess as may from time to time be fixed by the Board, or by the Licensees if no such rate be fixed by the Board.

35. Nothing specified or contained in this Licence shall be construed as depriving the Licensees of their ordinary rights to appeal to His Majesty's Courts to redress any wrongs they may suffer or to enforce any rights to which they may be entitled under this Licence, or otherwise.

36. The Jamaica Telephone Company, Limited, shall be at liberty, either to re-organize its constitution in any manner necessary to enable it to raise the capital requisite for the undertaking or, with the consent of the Governor in Executive Council (which consent shall not be unreasonably withheld) to transfer the franchise hereby granted to a new company of the same or similar name, equipped with adequate capital (which company shall in such latter case become the Licensees and be bound by all the obligations of this Licence); provided always that any new company formed to operate this Licence shall be a company incorporated in Jamaica in accordance with the Companies Laws for the time being in force in the Island, and of which the Board of Directors shall be of British nationality, and not less than £56,000 of the additional capital now required for the purpose of acquiring the System is offered for subscription in Jamaica.

Save as herein expressly provided, the Licensees shall only assign or transfer this Licence with the consent of the Governor in Executive Council.

37. Whenever the Governor in Executive Council shall decide that either censorship or a complete closing down of the telephone system is necessary, the Governor in Executive Council may by order appoint censors, or direct the Licensees to close the telephone communications over their system, either wholly or in part, as may be directed in such order; and the Licensees shall be bound to submit to such censorship or obey such order, and shall receive fair and adequate compensation from the Government for any loss occasioned to them by reason of such censorship or order.

38. On complaint being made to the Governor by the Inspector that the Licensees have failed to comply with the terms of this Licence, it shall be lawful for the Governor in Executive Council, after notice to the Licensees, to cause enquiry to be made into the matter of such complaint, and if it shall; as the result of such enquiry, appear to the Governor in Executive Council that the Licensees have failed to comply with any of the terms of this Licence, it shall be lawful for the Governor in Executive Council to direct the Inspector to institute proceedings against the Company in any Court of competent jurisdiction for the recovery from the Licensees by way of penalty for such non-compliance such sum, not exceeding £200 as the Court may, after investigation, direct, and the judgment for such penalty shall form a first lien on all the property of the Licensees until payment.

39. If it shall be shown to the satisfaction of the Governor in Executive Council, on the complaint of the Inspector, that the Licensees have discontinued the exercise of the powers herein granted to them, or have persistently failed to observe the terms and conditions of this Licence, whether in connection with the construction of the works or the operation of the system, or that any member of the Board of Directors of the Licensees or any new company to which the franchise is transferred under clause 36 is not of British nationality, it shall be lawful for the Governor in Executive Council to serve notice on the Licensees requiring them to observe the particular terms and conditions

of the Licence which shall appear to him to have been broken, and in case of continued failure and default on the part of the Licensees to observe the terms and conditions of the Licence in accordance with the notice served upon them, it shall be lawful for the Governor in Executive Council to revoke this Licence, and thereupon he shall appoint some suitable officer to enter into possession of the undertaking, and on behalf of the Government to operate and acquire the undertaking from the Company at a fair value to be fixed by agreement, or in default of agreement, in manner provided by the Arbitration Law.

40. The Governor in Executive Council, in addition to any other powers he may have in that behalf, may at the expiration of this Licence, by giving not less than twelve months previous notice in writing under the hand of the Clerk to the Executive Council of his intention so to do, require the Licensees to sell, and thereupon the Licensees shall sell to the Colonial Secretary of Jamaica, their undertaking at the price or sum equivalent to the then value of the undertaking and mechanical appliances, plus 10% of such value; and until actual payment, such price shall bear interest at the rate of six per centum per annum computed from the date of such expiration. The value of the undertaking and mechanical appliances shall be determined, in case of difference, by two Arbitrators or their Umpire in accordance with the provisions of the Arbitration Law, and this Licence shall be deemed to be a submission under the said Law. Provided that the value of such undertaking and mechanical appliances shall be taken at their true market value at the time of such expiration, due regard being had to the nature, condition and state of repair thereof, and to the fact and circumstances that they are in a position ready for immediate working and of their suitability for the purposes of the undertaking; but without any addition, in respect of any future profits which might be made from the undertaking or of any similar consideration. Provided, however, that the Governor in Executive Council shall not be entitled to acquire the undertaking the subject of this Licence without also acquiring at the same time the undertaking the subject of the said Kingston and St. Andrew Telephone Licence, 1925, nor to acquire the undertaking the subject of the said Kingston and St. Andrew Telephone Licence, 1925, without also acquiring at the same time the undertaking the subject of this Licence.

41. The Governor in Executive Council shall have power from time to time, after having communicated with the Licensees and taken into consideration any representations made by them, to make, alter and repeal regulations for the more effective carrying out of the terms of this Licence, and the Licensees shall have power from time to time to make, alter and repeal by-laws for the better conduct and protection of the telephone system and their rights hereunder and such by-laws, alterations and repeal shall become effective if and when approved by the Governor in Executive Council.

42. Nothing in this Licence shall be construed as prejudicing any rights of the Jamaica Public Service Company, Limited under section 50 of the Tramways Law.

43. As from the date upon which the Agreement for the sale of the All Island Telephone System takes effect the Licensees shall pay to the Postmaster General the sum of one pound in consideration of the transfer to the Licensees of all wires, posts, instruments and other things the property of the Government of Jamaica and used solely in connection with any private wires supplied by the Postmaster General under the provisions of the Telephone Law and thereupon the provisions of section 18 of the said Law shall apply.

44. This Licence shall take effect as from the twentieth day of August, 1945.

SCHEDULE "A"

SUBSCRIBERS' SERVICE CONTRACT

To the Jamaica Telephone Company, Limited (or other the Licensees under the Kingston and St. Andrew Telephone Licence, 1925 or The Jamaica Island Telephone Licence 1945).

I HEREBY REQUEST you to rent me at my premises a telephone (and associated apparatus) and connect it with your exchange, and I deposit herewith the sum of £ to cover the first month's rental and the charges (or estimated charges) for the installation and connection.

AND I AGREE that upon such connections being made I will be bound by the following terms and conditions:—

1. I will pay to you in advance on the first day of each calendar month succeeding the date of connection the sum of £ or other the rate which may from time to time hereafter be prescribed for this service together with all sums which shall have accrued during previous months in respect of trunk or international calls, and also on demand the sum, if any, in excess of my deposit for which I may be liable in respect of such connection.

2. My liability for payment of the rental or rate aforesaid shall continue for the period of one year from the date of connection.

3. After the termination of such year, in the absence of any notice to the contrary, this agreement shall continue from month to month at the rental above fixed, payable monthly in advance. On the termination of this agreement I will surrender to you all telephones and associated apparatus supplied in good order and condition or pay compensation to you in respect of any damage thereto for which I shall be liable under the next clause.

4. Every telephone (and associated apparatus) and line on my premises shall be used carefully and strictly as herein stated. I am to reimburse to you a fair sum for each telephone or item of apparatus or line damaged or destroyed otherwise than by accident satisfactorily proved by me to have been unavoidable or due to the act of God or the King's enemies, but such payment shall not confer any title to the telephone apparatus or line. All ordinary expense of maintenance or repair is to be borne by you.

5. I shall be liable at any time and without notice, to have my telephone connection severed and my telephone removed in any one or more of the following events:—

- (i) If there shall be any default in the payment of any moneys due hereunder;
- (ii) If there shall be any interference or attempt to tamper on my premises with the telephone or associated apparatus or any of the connecting wires or any attempt to attach any additional wires or wiring or apparatus to those as laid or installed by you;
- (iii) If any party using my telephone shall use foul or profane language or personate any other individual with any fraudulent or for any improper purpose over the wires connected with my telephone;
- (iv) If my telephone shall be put to any use improper or contrary hereto.

PROVIDED NEVERTHELESS that, notwithstanding such severance and removal, I shall remain liable to pay and shall pay the full rental up to the termination of the year herein agreed for, or in case such year be ended, up to the end of the month of such severance of connection.

6. If you find it necessary to disconnect my telephone under the provisions of clause 5, I hereby agree to pay the sum of as a reconnection fee plus all outstanding charges before the service is reconnected.

7. My right is to use the telephone (and associated apparatus) and connecting wires where you may place them but not elsewhere, or in connection with any other line (under such Bye-Laws as you may subject to the approval, of the Governor in Executive Council from time to time make) for the purpose of personal communication with the exchange and with parties whom the exchange may connect with me for that purpose.

8. In view of liability to errors in transmitting oral messages by telephone and the impossibility of fairly fixing the cause thereof, I assume all risk of errors from misconnections or mistakes upon and by any telephone line.

9. Notice by me to terminate this agreement after the first year must be given at least one calendar month in advance and this agreement may be terminated by me only at the end of a calendar month.

10. This agreement shall not be assigned or transferred without your consent in writing.

11. I hereby request you to list the telephone covered by this contract in your Directory as follows:—

NAME

BUSINESS/RESIDENCE

ADDRESS

I agree also to pay your charges for making the listing in heavy type if so required by me.

12. Any notice by me to remove the telephone and/or any other apparatus from one address to another shall be given by me and the removal fee paid not less than eight days before the date of the desired removal, and the service as the new address shall be subject to the conditions of this agreement. In cases where the change involves an increase or decrease in the rental or other charges the same shall forthwith become applicable.

13. Any notice by me to change the position or type of telephone and/or apparatus used by me within the same premises shall be given by me not less than _____ days before the date upon which the change is required, and I agree to pay your regular charges for such alterations.

14. All notices given by me under this Contract shall be in writing and shall not be considered effective unless and until they are received at the registered office of your Company during office hours.

15. I hereby undertake to be responsible for the payment in respect of all trunk (and international) calls which shall be made from the telephones covered by this contract, and I undertake, if you so require, to make any reasonable deposit in advance required by you in respect of such calls or "report charges" connected therewith.

16. I hereby undertake that if the telephone service under this contract is granted at the residential rate, should the premises at any time not be used exclusively for residential purposes, the required adjustment in the contract rates shall be made.

17. Your accounts for trunk or international calls will show the daily debit against me without any details except the exchange areas to which the calls were made, and in the event of my requiring you to furnish any further details you may charge me a special accounting fee of five shillings for each monthly detailed account required.

SCHEDULE "B"

PRIVATE LINE CONTRACT

To the Jamaica Telephone Company, Limited (or other the Licensees under The Kingston and St. Andrew Telephone Licence, 1925 or The Jamaica Island Telephone Licence, 1945)

I HEREBY REQUEST you to supply a private wire (exclusive of telephone instruments) for the purpose of _____ and

_____ and I deposit herewith the sum of _____ to cover the first year's rental (or estimated rental) AND I AGREE that on your supplying such private wire, I will be bound by the following terms and conditions:—

1. I will pay to you in advance the sum of £ _____ for one year's rental of the said private wire.

2. This Contract shall be for a minimum period of _____ years* and after the termination of such period in the absence of any notice to the contrary this agreement shall be understood as continuing from month to month at a rental payable monthly in advance according to the above rate or subject to such other rate as may be prescribed from time to time for this service.

3. The said wire shall be carefully used and only as herein stated.

4. Upon non-payment of any sum due or any use of the said wire improperly or contrary hereto or any other breach or non-observance by me of any of the terms of this agreement you may terminate this agreement, immediately by written notice and remove the said wire, and in such case I shall remain liable to pay and shall pay the full rental from time to time accruing up to the termination of the contract period.

5. My right is to use the said wire where you may place it, but not elsewhere or in connection with any other line, and subject to such Bye-Laws as you may with the approval of the Governor in Executive Council from time to time make.

6. In view of the liability to errors in transmitting oral messages by telephone and the impossibility of fairly fixing the cause thereof, I assume all risks of errors or mistakes upon or by the wire however arising.

7. Notice by me to terminate this agreement upon or after the end of the contract period must be given at least one month in advance and this agreement may only be terminated by me at the end of a calendar month.

8. I shall not allow any telephone communication along the said wire by any other person for reward.

9. Any officer appointed by you may at any reasonable times enter upon any premises wherein is the said wire in order to inspect and if necessary to repair the said wire and any fitting connected therewith or in order to remove the same on the termination of this agreement.

10. This agreement shall not be assigned or transferred without your consent in writing.

11. Any notice given by me under this Agreement shall be in writing and shall not be considered effective unless and until received at the registered office of your Company during office hours.

SCHEDULE "C"

1. For each telephone in an office or place of business or other place not used exclusively as a private residence:—
 - (i) within the minimum rate area _____ per month
 - (ii) outside the minimum rate area plus for each additional $\frac{1}{4}$ mile _____ per month
or fraction thereof beyond the limits of the minimum rate area

Maximum number of calls per month covered by the above rates _____

* The minimum period shall be—

(a) where the supply of the private wire necessitates the installation of a new circuit at the expense of the Licensees, ten years or such lesser period as the Licensees may determine:
(b) in all other cases, one year.

2. For each telephone in a private residence exclusively used as such:—
 (i) within the minimum rate area per month
 (ii) outside the minimum rate area plus for each additional $\frac{1}{4}$ mile or fraction thereof beyond the limits of the minimum rate area per month
 Maximum number of calls per month covered by the above rates
3. For each internal extension telephone in an office or place of business or other place not used exclusively as a private residence per month
4. For each internal extension telephone in a private residence exclusively used as such per month
5. For a private branch exchange in an office, place of business, hotel, boarding house or elsewhere—
 (a) For the Switch Board exclusive of connections with the Exchange or Extension Telephone Instruments, a monthly charge depending upon the number of lines and extensions capable of being accommodated
 (b) For each Exchange Line per month
 (c) For each Extension Telephone connected to the Private Branch Exchange per month
 (d) For any installation, alteration or removal of a private Branch Exchange, a charge equal to the cost of all labour and materials (excluding the cost of the Private Branch Exchange itself) employed plus 15% thereof
6. For each telephone installation or removal of a telephone already installed (in addition to any charges payable by the subscriber under the proviso to clause 22 of this Licence) a fixed charge of
7. For any private wire supplied under section 13 of the Telephone Law and clause 24 of this Licence:—
 For each mile and proportionately for each $\frac{1}{4}$ mile or fraction thereof of wire required—
 (a) where the subscriber elects to bear the cost of the line and equipment per month
 (b) in all other cases per month
8. For each local call at any Public Telephone Call Station:—
 For a 3 minutes call or less
 For each additional minute or fraction thereof
 For a call during night hours under specified conditions a supplementary charge of
9. For each re-connection of a disconnected telephone within the minimum rate area a fixed charge of
 plus an additional charge outside the minimum rate area
10. For trunk calls between Exchanges:
 For ordinary calls not exceeding 3 minutes in accordance with the following Schedule of distances:—
- | | Day Charges | Night Charges |
|------------|-------------|---------------|
| 5 miles | | |
| 10 " | | |
| 18 " | | |
| 26 " | | |
| 34 " | | |
| 42 " | | |
| 52 " | | |
| 62 " | | |
| 75 " | | |
| 90 " | | |
| 105 " | | |
| 125 " | | |
| 150 " | | |
| 175 " | | |
| 200 " | | |
| over 200 " | | |

- NOTES: (1) Mileage is computed on route distance measured along the shortest existing trunk route between the points concerned.
 (2) Excess periods over 3 minutes are charged in 1 minute units where the initial charge for 3 minutes is 1/- or more, otherwise the excess is chargeable in 3 minute units.
 (3) Urgent or priority calls will be subject to an excess on ordinary charges of
 (4) Person to person service including all calls to a Public Telephone Call Station will be subject to a supplementary charge of
 (5) For calls making use of a Public Telephone Call Station during night hours under specified conditions there will be a supplementary charge of

Dated at King's House the twentieth day of August, 1945

(Sgd.) J. HUGGINS,

Governor.