

THE SCHEDULE—*continued.*

(4.) Should additional aircraft become subsequently available for purchase or hire, the Chairman shall grant a certificate as to the first aircraft so available to whichever of the Commission or the Company was last previously granted a certificate for a lesser number and that one of them shall be the next recipient of a certificate for the greater number when an odd number of aircraft is again available for purchase or hire.

10.—(1.) The Commonwealth will not exercise any of its powers under or by virtue of an Act, including a power to make regulations, so as to discriminate against the Company. Exercise of Commonwealth powers.

(2.) The Commonwealth will during the continuance of this agreement accord to the Company substantially equal treatment with the Commission in relation to the grant of import licences and the allocation of airport facilities.

11.—(1.) The Company undertakes that, during the continuance of this agreement— Undertakings by Company.

(a) unless otherwise agreed by the Commonwealth, it will retain for use in its air services within Australia all aircraft, spare engines, spare parts and accessories purchased with monies borrowed by the Company in accordance with clause 3 of this agreement and all aircraft purchased or hired by the Company in accordance with the provisions of clauses 8 and 9 of this agreement;

(b) it will not sell, mortgage or otherwise charge those aircraft without the consent of the Commonwealth; and

(c) it will maintain and operate efficient air services for the transport of passengers and goods within Australia and will conduct its operations in a businesslike and economical manner.

(2.) In the event of—

(a) the Company failing to comply with or observe any of its obligations under sub-clause (1.) of this clause;

(b) an order being made for the winding-up of the Company other than voluntarily for the purposes of reconstruction;

(c) the Company assigning this agreement without the prior consent in writing of the Commonwealth,

the Commonwealth may, at its option, by notice in writing to the Company, determine this agreement and, subject to sub-clause (3.) of this clause, the Commonwealth and the Commission shall thereupon be released from each and every of their respective obligations under or pursuant to this agreement.

(3.) The determination of the agreement under sub-clause (2.) of this clause—

(a) shall not prejudice any rights of the Commonwealth under the agreement which have accrued up to the date of determination; and

(b) shall not affect any guarantee given by the Commonwealth before the date of determination, but the Company shall immediately repay to the Commonwealth the amount of any loan advanced by the Commonwealth in accordance with clause 3 of this agreement.

12.—(1.) If at any time during the continuance of this agreement the Commonwealth is involved in war or the Minister informs the Company that there is an immediate danger of the Commonwealth being so involved, the Company will, if requested so to do by the Minister, make available for use by the Commonwealth in such manner and for such time as the Commonwealth requires the whole or such part as may be required of its aircraft, spares, accessories, equipment, hangars, workshops, buildings and facilities. State of emergency.

(2.) Subject to the next succeeding sub-clause, the Company shall be entitled to be paid such reasonable compensation for the use of its property under the preceding sub-clause as is determined by mutual agreement or in the absence of agreement by arbitration in accordance with the laws relating to arbitration in force in the State of Victoria.

(3.) Nothing contained in this clause shall be deemed to affect the operation of any Act of the Commonwealth, or any regulation, rule, order or other instrument made under or by virtue of an Act, or any other law, relating to the acquisition or requisition of property in time of war or national emergency.