ΕΦΗΜΕΡΙΣ ΤΗΣ ΚΥΒΕΡΝΗΣΕΩΣ
ΤΟΥ ΒΑΣΙΛΕΙΟΥ ΤΗΣ ΕΛΛΑΔΟΣ

Ἐν Ἀθήναις τῇ 26 Μαΐου **1937** | ΤΕΥΧΟΣ ΠΡΩΤΟΝ | *Ἀριθμὸς φύλλου* **202**

ΑΝΑΓΚΑΣΤΙΚΟΙ ΝΟΜΟΙ

Αναγκαστ. Νόμος ὑπ' ἀριθ. 705. 1937

Ἱερὶ κυρώσεως συμβάσεως μεταξὺ τῆς ἐν Λονδίνῳ Ἑταιρείας «Κέϊμπλ ἄντ Γουάϊρλεσς Λίμιτεδ».

ΓΕΩΡΓΙΟΣ Β΄
ΒΑΣΙΛΕΥΣ ΤΩΝ ΕΛΛΗΝΩΝ

Προτάσει τοῦ Ἡμετέρου Ὑπουργικοῦ Συμβουλίου ἀπεφασίσαμεν καὶ διατάσσομεν.

Ἄρθρον 1.

Κυροῦται καθ' ὅλα αὐτῆς τὰ μέρη ἡ μεταξὺ τοῦ κ. Κωνσταντίνου Νικολοπούλου, Ὑφυπουργοῦ ἐπὶ τῆς Συγκοινωνίας, ἐκπροσωποῦντος ὑπὸ τὴν ἰδιότητά του ταύτην τὸ Ἑλληνικὸν Δημόσιον ἀφ' ἑνὸς καὶ ἀφ' ἑτέρου τῶν κ. κ. Ἐρρίκου Οὐίλλιαμ Γκράντ, Ναυάρχου ἐν ἀποστρατείᾳ τοῦ Ναυτικοῦ τῆς Αὐτοῦ Βρεττανικῆς Μεγαλειότητος, ἀντιπροσωπεύοντος τὴν ἐν Λονδίνῳ ἐδρεύουσαν Ἑταιρείαν «Κέϊμπλ ἄντ Γουάϊρλεσς Λίμιτεδ» (Cable and Wireless Limited) καὶ τοῦ Νόελ Ἰωάννου Σέσιλ Λόωσον, ἀντιπροσωπεύοντος τὴν «Ἀνατολικὴν Τηλεγραφικὴν Ἑταιρείαν Λίμιτεδ» (Eastern Telegraph Company, Limited) συνοφθεῖσα τὴν 29ην Ἀπριλίου 1937 σύμβασις, ἐξ ἄρθρων τριάκοντα τεσσάρων (34) καὶ τῶν προσηρτημένων αὐτῇ παραρτημάτων ἐχόντων ὡς κατωτέρω.

Ἄρθρον 2.

Κυροῦνται διὰ τοῦ παρόντος αἱ καταγγελίαι τῆς Συμβάσεως ἐργασίας, αἱ γενόμεναι παρὰ τῶν Ἑταιρειῶν «Ἀνατολικῆς Τηλεγραφικῆς Ἑταιρείας Λίμιτεδ» καὶ τῆς Ἑταιρείας «Κέϊμπλ ἄντ Γουάϊρλεσς Λίμιτεδ» ἀπὸ τῆς 5ης Ὀκτωβρίου 1932 μέχρι τοῦ Σεπτεμβρίου 1934 πρὸς τὸ ὑπαλληλικὸν αὐτῶν προσωπικόν, μὴ ἐφαρμοζομένου ἐπὶ τούτων τοῦ μόνου ἄρθρου τοῦ Ν. 6299.

Ἐπίσης κυροῦνται αἱ συμβάσεις εἰς ἃς προῆλθον αἱ αὐταὶ Ἑταιρεῖαι μεθ' ἑνὸς ἑκάστου τῶν ὑπαλλήλων των, εἴτε ἐπαναδιορισθέντων καὶ τελούντων ἤδη ἐν τῇ ὑπηρεσίᾳ τῆς Ἀνατολικῆς Τηλεγραφικῆς Ἑταιρείας, εἴτε ὁριστικῶς ἀπολυθέντων ἀναφορικῶς μὲ τὴν λύσιν τῆς συμβάσεως ἐργασίας καὶ τὴν ἐξόφλησιν τῶν ἐκ ταύτης δικαιωμάτων τῶν ὑπαλλήλων, ὡς πρὸς τὰς αὐτὰς συμβάσεις ὡς καὶ πρὸς ἐκείνας εἰς ἃς θέλουσι προέλθει αἱ αὐταὶ Ἑταιρεῖαι μετὰ τῶν ὁριστικῶς ἀπολυθέντων ἐκ τῆς ὑπηρεσίας των ὑπαλλήλων καὶ μισθωτῶν, συμφώνως μὲ τὸ ἄρθρ. 19 ἐδαφ. 5 τῆς διὰ τοῦ παρόντος κυρουμένης συμβάσεως, μὴ ἐφαρμοζομένου τοῦ ἄρθρ. 8 τοῦ Νόμου 2112 ὡς καὶ τοῦ ἄρθρ. 11 τοῦ ἀναγκαστικοῦ Νόμου ὑπ' ἀριθμ. 547 τοῦ 1937.

Ἄρθρον 3.

Ἡ ὑπὸ τοῦ ἐδαφίου 2 τοῦ ἄρθρου 9 τῆς διὰ τοῦ παρόντος Νόμου κυρουμένης Συμβάσεως προβλεπομένη ἀνάληψις ὑπὸ τοῦ Κράτους εἰς τὴν ἰδίαν αὐτοῦ Ὑπηρεσίαν τοῦ προσωπικοῦ τῆς Ἑταιρείας περὶ οὗ τὸ ὡς ἄνω ἐδάφιον, ὡς καὶ ἡ ὑπὸ τοῦ ἐδαφίου 4 τοῦ ἰδίου ὡς ἄνω ἄρθρου προβλεπομένη ἔνταξις τοῦ ἐξ Ἑλλήνων προσωπικοῦ τῆς Ἑταιρείας εἰς τὸ μόνιμον προσωπικὸν τοῦ Κράτους οὐδεμίαν γεννᾷ ἀξίωσιν πρὸς ἀποζημίωσιν αὐτῶν ὑπὸ τῆς Ἑταιρείας «Cable & Wireless Ltd» ἢ τοῦ Κράτους προβλεπομένην ὑπὸ τῶν Νόμων 2112 καὶ 4558 καὶ ἄλλου οἱουδήποτε Νόμου προβλέποντος οἱανδήποτε ἀποζημίωσιν διὰ καταγγελίαν συμβάσεως ἐργασίας.

Ἄρθρον 4.

Ἡ ἰσχὺς τοῦ παρόντος ἄρχεται ἀπὸ τῆς δημοσιεύσεως αὐτοῦ εἰς τὴν Ἐφημερίδα τῆς Κυβερνήσεως.

Ἐν Ἀθήναις τῇ 24 Μαΐου 1937.

ΓΕΩΡΓΙΟΣ Β΄

Τὸ Ὑπουργικὸν Συμβούλιον

Ὁ Πρόεδρος
Ι. ΜΕΤΑΞΑΣ

Τὰ Μέλη

Γ. ΛΟΓΟΘΕΤΗΣ, Κ. ΓΕΩΡΓΑΚΟΠΟΥΛΟΣ, Π. ΡΕΔΙΑΔΗΣ, Α. ΧΑΤΖΗΚΥΡΙΑΚΟΣ, ΑΓΓ. ΟΙΚΟΝΟΜΟΥ, Γ. ΚΥΡΙΑΚΟΣ, Γ. ΚΟΡΙΖΗΣ, Γ. ΣΠΥΡΙΔΩΝΟΣ, Α. ΔΗΜΗΤΡΑΤΟΣ, Θ. ΝΙΚΟΛΟΥΔΗΣ, Α. ΑΠΟΣΤΟΛΙΔΗΣ, Κ. ΝΙΚΟΛΟΠΟΥΛΟΣ, Γ. ΑΛΙΒΙΖΑΤΟΣ, ΙΠ. ΠΑΠΑΒΑΣΙΛΕΙΟΥ, ΛΕΥΚΑΔΙΩΝ ΡΕΔΙΑΔΗΣ.

Ἐθεωρήθη καὶ ἐτέθη ἡ μεγάλη τοῦ Κράτους Σφραγίς.

Ἐν Ἀθήναις τῇ 26 Μαΐου 1937.

Ὁ ἐπὶ τῆς Δικαιοσύνης Ὑπουργὸς
Γ. ΛΟΓΟΘΕΤΗΣ

ΣΥΜΒΑΣΙΣ

Οἱ κάτωθι ὑπογεγραμμένοι, ἀφ' ἑνὸς ὁ Ὑπουργὸς τῆς Συγκοινωνίας τῆς Ἑλλάδος Κωνσταντῖνος Νικολόπουλος, ὡς ἀντιπρόσωπος ἐν προκειμένῳ τοῦ Ἑλληνικοῦ Δημοσίου, ἀφ' ἑτέρου ὁ Ἔρρῖκος Οὐΐλλιαμ Γκράντ, Ναύαρχος ἐν ἀποστρατείᾳ τοῦ Ναυτικοῦ τῆς Αὐτοῦ Βρεττανικῆς Μεγαλειότητος, ἀντιπροσωπεύων ἐν προκειμένῳ τὴν «Κέϊμπλ ἄντ Γουάϊρλεςς Λίμιτεδ» (Cable and Wireless Limited), Ἀγγλικὴν Ἑταιρείαν Ἀνώνυμον, ἐδρεύουσαν ἐν Λονδίνῳ δυνάμει τοῦ πληρεξουσίου ἐγγράφου τῆς 5ης Μαρτίου 1937, καὶ ἐκ τρίτου ὁ Νόελ Ἰωάννου Σέσιλ Λόωσον, ἐκπροσωπῶν ἐν προκειμένῳ τὴν «Ἀνατολικὴν Τηλεγραφικὴν Ἑταιρείαν Λίμιτεδ», δυνάμει τοῦ πληρεξουσίου ἐγγράφου τῆς 26ης Ἰουλίου 1936, ἐν συνδυασμῷ πρὸς τὴν τηλεγραφικὴν ἐξουσιοδότησιν τῆς αὐτῆς Ἑταιρείας τῆς 27ης Ἀπριλίου 1937, ἀμφοτέρων τῶν Πληρεξουσίων μετὰ πιστῆς μεταφράσεως ἐπισυναπτομένων τῇ παρούσῃ, συνεφώνησαν τὰ ἑξῆς:

Ἄρθρον 1.

Ὁ Ὑπουργὸς τῆς Συγκοινωνίας ἐμφαινόμενος ἐν τοῖς ἑπομένοις ἄρθροις διὰ τοῦ ὅρου «τὸ Κράτος» παραχωρεῖ εἰς τὴν ἐν Λονδίνῳ Ἑταιρείαν «Cable and Wireless Limited» ὁριζομένην ἐφεξῆς διὰ τοῦ ὅρου «ἡ Ἑταιρεία», καὶ τοὺς διαδόχους αὐτῆς, τῆς τοιαύτης διαδοχῆς γιγνομένης τῇ προηγουμένῃ εἰδικῇ ἐγκρίσει τοῦ Κράτους, τὸ ἀποκλειστικὸν προνόμιον τῆς ὑπὸ τοὺς ἑπομένους ὅρους ἐκμεταλλεύσεως τῆς μεταξὺ τῆς Ἑλλάδος καὶ Ξένων Κρατῶν, ἐξαιρέσει τῶν ὁμόρων τοιούτων, τηλεγραφικῆς συγκοινωνίας δι' ἀσυρμάτου τηλεγράφου, τῆς ἐπιβοηθητικῆς τοιαύτης δι' ὑποβρυχίων καλωδίων καὶ τῆς ἐν τῇ παρούσῃ συμβάσει προβλεπομένης μερικῆς ἀσυρμάτου τηλεφωνικῆς συγκοινωνίας. Τοῦ ἀνωτέρῳ προνομίου ἐξαιρεῖται ἡ μετὰ πάσης φύσεως κινητῶν Σταθμῶν ἢ Σταθμῶν τμημάτων στρατοῦ ἐκτὸς τοῦ Κράτους εὑρισκομένων ἀσύρματος τηλεγραφικὴ ἢ τηλεφωνικὴ ἀνταπόκρισις ὡς καὶ ἡ ἐν τῷ ἄρθρῳ 3ῳ τῆς παρούσης εἰδικῶς ἐξαιρουμένη ἀσύρματος τηλεφωνικὴ ἀνταπόκρισις ὡς καὶ ἡ ραδιοφωνία.

Ἄρθρον 2.

Ὡς μέσα δι' ὧν ἡ Ἑταιρεία θὰ διαμείβῃ τὰς ἐν ἄρθρῳ 1 τῆς παρούσης ἀνταποκρίσεις ὁρίζονται:

α) Δύο Σταθμοὶ Ἀσυρμάτου Τηλεγράφου, περὶ ὧν εἰδικώτερον τὸ ἄρθρον 3 τῆς παρούσης.

β) Εἷς Σταθμὸς Ἀσυρμάτου Τηλεφώνου, περὶ οὗ εἰδικώτερον τὸ ἄρθρον 3 τῆς παρούσης.

γ) Ἓν ὑποβρύχιον καλώδιον ἀπ' Ἀθηνῶν εἰς Μάλταν μέσῳ Ζακύνθου καὶ ἕτερον τοιοῦτον καλώδιον ἀπ' Ἀθηνῶν εἰς Ἀλεξάνδρειαν μέσῳ Σητείας, ὡς εἰδικώτερον περιγράφονται ἐν Παραρτήματι Ι τῆς παρούσης.

Οἱ ὡς ἄνω Σταθμοὶ ἀσυρμάτου τηλεγράφου καὶ τὰ καλώδια θὰ συντηρῶνται καὶ θὰ ἐκμεταλλεύωνται ὑπὸ τῆς Ἑταιρείας, ὁ δὲ σταθμὸς τοῦ ἀσυρμάτου τηλεφώνου θὰ συντηρῆται μὲν ὑπὸ τῆς Ἑταιρείας, θὰ χειρίζεται ὅμως ἀπὸ τοῦ Ὑπεραστικοῦ Κέντρου Ἀθηνῶν ὑπὸ τοῦ Κράτους.

Ἄρθρον 3.

Ἡ Ἑταιρεία ὑποχρεοῦται ὅπως ἐντὸς 18 μηνῶν ἀπὸ τῆς ἡμέρας καθ' ἣν θέλουσι περιέλθῃ εἰς τὴν κατοχήν της τὰ γήπεδα τὰ παραχωρηθησόμενα αὐτῇ ὑπὸ τοῦ Κράτους, συμφώνως τῷ ἄρθρῳ 4ῳ τῆς παρούσης νὰ ἐγκαταστήσῃ ἰδίᾳ αὐτῆς μερίμνῃ καὶ ἰδίαις αὐτῆς δαπάναις Σταθμοὺς Ἀσυρμάτου τηλεγράφου καὶ τηλεφώνου ἱκανοὺς νὰ διαβιβάζωσι καὶ νὰ δέχωνται ἀνταποκρίσεις δι' ἀσυρμάτου τηλεγράφου καὶ τηλεφώνου συμφώνως πρὸς τὰς προσαρτωμένας τῇ παρούσῃ συμβάσει ἀναλυτικὰς καὶ λεπτομερεῖς προδιαγραφάς.

CONVENTION

The undersigned Constantine Nicolopoulos, Minister of Communications of Greece, acting in the present instance as Representative of the Greek State as party of the first part, Henry William Grant C. B., Admiral (Retired) in His Brittanic Majesty's Navy representing in the present instance «Cable and Wireless Limited» a Company incorporated in England whose registered Office is in London, as party of the second part, by virtue of Power of Attorney dated March 5th 1937, and Mr. Noel John Cecil Lawson, M. B. E. representing in the present instance «The Eastern Telegraph Company Ltd.». by virtue of power of attorney dated July 26th, 1936 in conjunction with telegraphic authorisation of the said Company dated April 27th, 1937, as party of the third part correct translation of both of which Powers of Attorney being attached herewith, have agreed upon the following :

Article 1.

The Minister of Communications hereinafter termed »the State» grants to «Cable and Wireless Limited» of London, hereinafter termed» the Company» and its successors and assigns, such succession being effected with the previous specific approval of the State, the exclusive privilege of the working of the wireless telegraphic communications, the auxiliary sub-marine cable communication and the partial wireless telephone communication provided for in this Convention between Greece and foreign countries with the exception of limitrophic countries subject to the following terms and conditions. Of the above privilege are exempted any wireless telegraphic or telephonic communication with movable Stations of any nature whatsoever or with stations of army units outside the Greek State as also wireless telephone communication and broadcasting specifically excepted in article 3 of the present Convention.

Article 2.

As means by which the Company will transmit the communications mentioned in the preceding article I are defined :

a) Two Wireless Telegraph Stations specifically referred to in Article 3 of the present.

b) One Wireless telephone Station specifically mentioned in Article 3 of the present.

c) A sub-marine cable from Athens to Malta through Zante as well as another such cable from Athens to Alexandria through Sitia (as more particularly described in Appendix I of the present).

The above wireless telegraph Stations and the cable will be maintained and exploited by the Company and the wireless telephone Station while it will be maintained by the Company yet it will be operated from the inter-urban center of Athens by the State.

Article 3.

The Company binds itself within 18 months from the date of its entering into possession of the sites ceded to it by the State pursuant to article 4 of the present to install wireless Telegraph and Telephone Stations by its own care and at its own expense. capable of transmitting and receiving communications by wireless telegraph and telephone in accordance with the analytic and detailed specifications attached to the present contract.

Ἡ ἐγκατάστασις θὰ περιλαμβάνῃ:

α) Τρεῖς πομποὺς τηλεγράφου βραχέων κυμάτων καὶ μίαν συσκευὴν διαμορφώσεως, ὥστε οἱοσδήποτε ἐκ τῶν τριῶν τούτων Σταθμῶν νὰ δύναται νὰ χρησιμοποιηθῇ διὰ τηλεφωνικὴν ἀνταπόκρισιν, τρεῖς δέκτας τηλεγράφου καὶ δύο δέκτας τηλεφώνου βραχέων κυμάτων.

β) Τὰς ἐγκαταστάσεις παροχῆς ἠλεκτρικῆς ἐνεργείας καὶ λοιπὰς βοηθητικὰς τοιαύτας, ἀπαραιτήτους διὰ τὴν ὁμαλὴν λειτουργίαν τοῦ Κέντρου ἐκπομπῆς ὡς ἐπίσης καὶ τοῦ κέντρου λήψεως.

γ) Τὰς ἐγκαταστάσεις κεραιῶν ἐκπομπῆς καὶ λήψεως.

Διὰ τῆς ἄνω ἐγκαταστάσεως θὰ καθίσταται ἐφικτὴ ἡ ταυτόχρονος τηλεγραφικὴ μεταβίβασις ἢ λῆψις ἢ ἀμφίπλευρος τηλεγραφικὴ ἀνταπόκρισις μὲ τὰ ἑξῆς κατ' ἀρχὴν κέντρα:

Λονδῖνον.
Κάϊρον.
Παρισίους.
Βερολῖνον
Ρώμην καὶ πρὸς οἱονδήποτε ἄλλο κέντρον κατόπιν ἀμοιβαίας συμφωνίας μεταξὺ τοῦ Κράτους καὶ Ἑταιρείας.

Ἡ αὐτὴ ὡς ἄνω ἐγκατάστασις δέον νὰ παρέχῃ τὴν δυνατότητα τῆς τηλεφωνικῆς ἀσυρμάτου ἐπικοινωνίας ἀπ' εὐθείας μετὰ τοῦ Καΐρου καὶ διαβατικῶς μετὰ πάσης ἄλλης χώρας ἐπικοινωνούσης τηλεφωνικῶς μετὰ τοῦ Καΐρου, ἐπιβοηθητικῶς δὲ μετ' ἀνάλογον συμπλήρωσιν τῶν ὑπαρχουσῶν τεχνικῶν ἐγκαταστάσεων καὶ μετὰ Ἰταλίας, Ἱσπανίας, Πορτογαλλίας καὶ Ἀγγλίας.

Ἀσύρματος τηλεφωνικὴ ἐπικοινωνία μεθ' οἱουδήποτε ἄλλου Εὐρωπαϊκοῦ Κέντρου δὲν θὰ εἶναι ἐπιτρεπτή, εἰμὴ εἴτε τῇ ἀξιώσει τοῦ Κράτους, εἴτε τῇ προηγουμένῃ εἰδικῇ συγκαταθέσει τοῦ Κράτους καὶ τῇ προηγουμένῃ εἰδικῇ μετὰ τῆς Ἑταιρείας συμφωνίᾳ.

Αἱ ὡς ἄνω ἐγκαταστάσεις θὰ διατηρῶνται καθ' ὅλην τὴν διάρκειαν τῆς συμβάσεως εἰς καλὴν καὶ κανονικὴν κατάστασιν λειτουργίας καὶ θὰ προσαρμόζωνται πρὸς τὰς ἑκάστοτε διατάξεις τῶν Διεθνῶν Κανονισμῶν.

Ἄρθρον 4.

Τὰ ἐκτὸς τῆς πόλεως τῶν Ἀθηνῶν γήπεδα ἐπὶ τῶν ὁποίων θὰ ἐγκατασταθῶσιν οἱ Σταθμοὶ Ἀσυρμάτου θὰ ἐκλεγῶσιν ὑπὸ τῶν μηχανικῶν τῆς Ἑταιρείας ἐν συνεργασίᾳ μετ' ἀντιπροσώπου τοῦ Κράτους. Τὰ γήπεδα ταῦτα θέλουσιν ἀπαλλοτριωθῇ ὑπὸ τοῦ Κράτους διὰ δημοσίαν ἀνάγκην ἢ ὠφέλειαν, μεθ' ὃ τὸ Κράτος θὰ συστήσῃ ἐπὶ τῶν γηπέδων τούτων δωρεὰν δικαίωμα ἐπιφανείας ὑπὲρ τῆς Ἑταιρείας, διαρκείας ἴσης πρὸς τὴν τῆς παρούσης συμβάσεως.

Ἡ τε ἀπαλλοτρίωσις ὑπὲρ τοῦ Κράτους καὶ ἡ σύστασις τοῦ δικαιώματος τῆς ἐπιφανείας ὑπὲρ τῆς Ἑταιρείας δέον νὰ συντελεσθοῦν ἐντὸς τριῶν μηνῶν ἀπὸ τῆς ἐπικυρώσεως τῆς παρούσης συμβάσεως, μετὰ δὲ τὴν λῆξιν τῆς παρούσης συμβάσεως τὸ δικαίωμα ἐπιφανείας θὰ ἐπανέρχεται εἰς τὸ Κράτος.

Καθ' ἣν περίπτωσιν ἤθελον ἀπαιτηθῇ δαπάναι διὰ τὴν ἐνέργειαν τῶν ἄνω, ἡ Ἑταιρεία ἀποδέχεται νὰ προκαταβάλῃ εἰς τὸ Κράτος ποσὸν μέχρι 1.000.000 δραχμῶν, τὸ ὁποῖον δικαιοῦται ν' ἀποσβέσῃ ἡ Ἑταιρεία ἐκ τῶν ὑπὸ τοὺς ἀριθμοὺς 2 καὶ 3 τοῦ ἄρθρου 19 τῆς παρούσης συμβάσεως προβλεπομένων ποσοστῶν.

Τὸ γήπεδον διὰ τὴν ἐγκατάστασιν τῶν πομπῶν θὰ περιλαμβάνῃ τετράπλευρον ἔκτασιν μὴ ὑπερβαίνουσαν τὰς 40 χιλιάδας τ. μ. καὶ τὸ γήπεδον διὰ τὴν ἐγκατάστασιν τῶν δεκτῶν θὰ περιλαμβάνῃ ἔκτασιν τετράπλευρον μὴ ὑπερβαίνουσαν τὰς 80.000 τ. μ., ἀμφότεραι δ' αἱ ἐκτάσεις αὗται θὰ ὦσι προσανατολισμέναι συμφώνως πρὸς τὰ ἐν συνεργασίᾳ μηχανικῶν τῆς Ἑταιρείας καὶ ἀντιπροσώπων τοῦ Κράτους καταρτισθησόμενα καὶ ἐγκριθησόμενα σχεδιαγράμματα.

The plant will consist of:

(a) 3 short-wave telegraph transmitters and 1 telephone unit so that any one of these three stations may be used for telephonic communication, three telegraph and two telephone short-wave receivers.

(b) The plant for electric power supply and all additional ones indispensable for the smooth operation of the Center of transmission as well as of the center of reception.

(c) The installation of aerials of transmission and reception.

By the above installation shall be effected the simultaneous transmission or reception of telegraphic messages or concurrent telegraphic communication with the following centers in principal:

London.
Cairo.
Paris
Berlin
Rome as also with any other center after mutual agreement between the State and the Company.

The same installation as above shall also afford the possibility of direct wireless telephone communication with Cairo and transitorily with any other country communicating by telephone with Cairo and also auxiliarily upon adequate completion of the existing technical installations with Italy, Spain, Portugal, and England.

Wireless telephone communication with any other European center is not permissible unless either upon demand of the State or previous special consent of the State and previous specific agreement with the Company.

The above installations will be maintained throughout the entire duration of the Convention in good and regular working condition and will be made to conform with the International Regulations existing at each time.

Article 4.

Sites situated outside the city of Athens on which the wireless stations will be erected shall be selected by the Company's engineers in co-operation with a Representative of the State. These sites shall be expropriated by the State for public requirements and utility when a right of leasehold will be granted by the State on these sites to the Company for a duration equal to the period of the present Convention free of any consideration.

The expropriation by the State and the creation of the Company's right for the said lease-hold of the sites shall have to be effected within 3 months of the ratification of the present Convention and after the expiration of the present Convention the right of lease-holding the sites will come back to the State.

In the event that expenses would be required for the carrying out of the above the Company undertakes to afford same up to the amount of Drs. 1.000.000 having the right to write off same from the percentage provided for by Nos 2 and 3 of Article 19 of the present.

The site for the installation of the transmitters shall be on a quadrilateral area not exceeding 40.000 square metres and that for the installation of the receivers on a quadrilateral area not exceeding 80.000 square metres both areas will be oriented in conformity with the plans to be drawn up and approved in co-operation of the engineers of the Company and the representatives of the State.

Ἄρθρον 5.

Ἀπὸ τῆς κυρώσεως τῆς παρούσης συμβάσεως καὶ μέχρις ἐνάρξεως τῆς λειτουργίας τῶν Σταθμῶν ἀσυρμάτου τηλεγράφου ἡ Ἑταιρεία ὑποχρεοῦται νὰ διατηρῇ ἐν ἀρίστῃ καταστάσει ἰδίαις αὐτῆς δαπάναις τὰ ὑποβρύχια καλώδια Ἀθηνῶν—Ζακύνθου—Μάλτας καὶ Ἀθηνῶν—Σητείας—Ἀλεξανδρείας, δι' ὧν καλωδίων θὰ ὀφείλῃ νὰ διεκπεραιοῖ αὕτη ὁλοσχερῶς ἅπασαν τὴν παραδιδομένην αὐτῇ διὰ τὸ ἐξωτερικὸν τηλεγραφικὴν ἀνταπόκρισιν καὶ τ' ἀνάπαλιν, ὁσηδήποτε καὶ ἂν εἶναι.

Κατὰ τὸ αὐτὸ χρονικὸν διάστημα ἡ Ἑταιρεία ὑποχρεοῦται νὰ διατηρῇ ἐν καταστάσει καλῆς λειτουργίας ἰδίαις αὐτῆς δαπάναις καὶ ἅπαντα τὰ καλώδια τοῦ ἐσωτερικοῦ, ἅτινα μέχρι τῆς κυρώσεως τῆς παρούσης συμβατικῶς ἐκμεταλλεύεται.

Ἀπὸ τῆς ἐνάρξεως τῆς λειτουργίας τῶν Σταθμῶν Ἀσυρμάτου δι' ὧν ἡ Ἑταιρεία θὰ ὑποχρεοῦται νὰ διαμείβῃ ἐφεξῆς ἅπασαν τὴν εἰς αὐτὴν παραδιδομένην ἐξωτερικὴν ἀνταπόκρισιν ὅση δήποτε καὶ ἂν εἶναι, ἡ Ἑταιρεία θὰ ὑποχρεοῦται νὰ διατηρῇ καθ' ὅλην τὴν διάρκειαν τῆς παρούσης συμβάσεως ἐν ἀρίστῃ καταστάσει λειτουργίας καὶ πρὸς ἄμεσον ἐκμετάλλευσιν, ὁποτεδήποτε παραστῇ ἀνάγκη, τὰ καλώδια Ἀθηνῶν—Ζακύνθου—Μάλτας καὶ Ἀθηνῶν—Σητείας—Ἀλεξανδρείας. Χρῆσις τῶν καλωδίων τούτων ὑποχρεωτικὴ θὰ γίνεται μόνον διὰ τὰ Ἐξωτερικὰ κρατικὰ τηλεγραφήματα ὁσάκις ἐπ' αὐτῶν ἀναγράφεται εἰδικῶς ἡ ἔνδειξις τῆς διὰ τοῦ καλωδίου μεταβιβάσεως, ἐπιβοηθητικῶς δὲ εἰς πᾶσαν ἄλλην περίπτωσιν ἀνάγκης ἢ προσωρινῆς βλάβης τῆς ἀσυρμάτου συγκοινωνίας.

Article 5.

From the ratification of the present Convention up to the installation and commencement of operati of the wireless telegraph stations the Company is liged to maintain in perfect condition at its own expe ses the sub-marine cables Athens-Zante-Malta a Athens-Sitia-Alexandria, through which cables it obliged to transmit totally no matter how great t amount of the same may be all the telegraph comm nications delivered to it for abroad and vice versa.

During the same period as above the Company obliged to maintain in good operating condition at own expense all the cables for interior traffic which to the ratification of the present Convention the Co pany exploits by contractual right.

From date of starting of operation of the wirel stations through which the Company is obliged to tr mit all the exterior traffic delivered to it, no mat how great the amount of the same may be, the Compa will be obliged to maintain throughout the entire d ration of the present Convention the Athens-Zan Malta and Athens-Sitia-Alexandria cables in first cl condition of operation and ready for exploitation wh ever required. Use of these cables will obligatorily made, only for Government exterior telegrams whene it is specifically indicated on such telegrams t they are to be transmitted by cables and auxiliar in any other case of necessity or in case of temp rary damage of the wireless communications.

Ἄρθρον 6.

Ἀπὸ τῆς ἐνάρξεως τῆς λειτουργίας τῶν Σταθμῶν Ἀσυρμάτου ἡ Ἑταιρεία ὑποχρεοῦται νὰ ἐνοικιάσῃ εἰς τὸ Κράτος δι' ἴσον χρόνον πρὸς τὴν διάρκειαν τῆς παρούσης συμβάσεως τὰ καλώδια αὐτῆς τοῦ Ἐσωτερικοῦ δικτύου μετὰ τῶν συνεχομένων τούτοις συστημάτων ἐκπομπῆς καὶ λήψεως ὧν καλωδίων κατάστασις περιέχεται ἐν Παραρτήματι 1 τῆς παρούσης, ἀντὶ τοῦ συνολικοῦ ἐτησίου μισθώματος δραχ. 100. Τὰ μὴ περιλαμβανόμενα ἐν τῷ προρρηθέντι σχεδιαγράμματι καλώδια ἡ Ἑταιρεία θὰ εἶναι ἐλευθέρα νὰ ἐγκαταλείψῃ, ἀποσύρῃ ἢ διαθέσῃ καθ' οἱονδήποτε ἄλλον τρόπον. Μεταξὺ τῶν ὡς ἄνω πρὸς τὸ Κράτος ἐκμισθωθησομένων καλωδίων περιλαμβάνεται καὶ ἓν ἐκ τῶν καλωδίων τῶν συνδεόντων τὴν Ἑλλάδα μετὰ τῆς Ἰταλίας κατ' ἐκλογὴν τοῦ Κράτους.

Ἡ Ἑταιρεία ὑποχρεοῦται ἅμα τῇ κυρώσει τῆς παρούσης συμβάσεως νὰ παραχωρήσῃ εἰς τὸ Κράτος κατ' ἀπόλυτον αὐτοῦ κυριότητα καὶ κατοχὴν καὶ ἄνευ ἀποζημιώσεως τινος τὸ ἤδη ὑπάρχον καλώδιον Χίου—Τσεσμὲ εἰς ἣν κατάστασιν εὑρίσκεται.

Ἐκ τῶν ἀνωτέρω καλωδίων τῶν ὑπὸ τοῦ Κράτους ἀναληφθησομένων, τὰ μὲν καλώδια τοῦ ἐσωτερικοῦ δικτύου θ' ἀναληφθῶσι τὸ βραδύτερον ἐντὸς μηνὸς ἀπὸ τῆς ὁριστικῆς ἐνάρξεως τῆς λειτουργίας τῶν Σταθμῶν Ἀσυρμάτου Τηλεγράφου, τὸ πρὸς τὴν Τουρκίαν καλώδιον θὰ ἀναληφθῇ ἐντὸς μηνὸς ἀπὸ τῆς κυρώσεως τῆς παρούσης συμβάσεως, τὸ δὲ καλώδιον τὸ συνδέον τὴν Ἑλλάδα μετὰ τῆς Ἰταλίας θ' ἀναληφθῇ μετὰ τὴν ἐξ Ἰταλίας ἀποχώρησιν τῆς Ἑταιρείας καὶ ἐντὸς μηνὸς ἀφ' ἧς ἤθελε συναφθῇ εἰδικὴ περὶ αὐτοῦ συμφωνία ἀνταποκρίσεως μεταξὺ Ἑλλάδος καὶ Ἰταλίας.

Ἡ πρὸς τὸ Κράτος ἐκμίσθωσις τοῦ καλωδίου τοῦ συνδέοντος τὴν Ἑλλάδα μετὰ τῆς Ἰταλίας, ὡς καὶ ἡ παραχώρησις ὑπὸ τοὺς μνησθέντας ὅρους τοῦ καλωδίου Χίου—Τσεσμὲ ὡς πράξεις ἀποτελοῦσαι περιορισμὸν τοῦ διὰ τοῦ 1ου ἄρθρου τῆς παρούσης παρεχομένου εἰς τὴν Ἑταιρείαν ἀποκλειστικοῦ προνομίου τῆς μεταξὺ Ἑλλάδος καὶ Ξένων Χωρῶν τηλεγραφικῆς δι' ὑποβρυχίων καλωδίων ἀνταποκρίσεως συμφωνεῖται ὑπὸ τὸν

Article 6.

From the commencement of the operation of wireless Stations the Company is obliged to lease to State for a period equal to the duration of this C vention the cables of its interior system together w transmitting and receiving systems connected w them, list of which is contained in Appendix I of present, against a total annual rental of Drs. 100. Th cables which are not contained in the aforementio plan the company is at liberty to abandon, pick up otherwise dispose. Amongst the cables leased to State as above is also included one of the cables con cting Greece with Italy at the choice of the State.

The Company is obliged immediately upon rat cation of this Convention to hand over to the State its absolute ownership and possession and without indemnification whatsoever the existing cable of Ch Tschesme in its present condition.

Out of the above cables to be taken over by State the cables of the interior sytem will be taken ov at the latest within one month from the definite comm cement and operation of the wireless telegraph Stati the cable to Turkey will be taken over within one mo from ratification of the present Convention and the ble connecting Greece with Italy will be taken o after the Company's leaving Italy and within one mo of special agreement to be signed for communicati between Greece and Italy.

The lease by the Company to the State of the cab connecting Greece with Italy as well as the handing ov to the State of the cable connecting Chios-Tschesme restricting the exclusive privilege granted to the Co pany by Article I of the present in respect to the co respondence exchanged between Greece and foreign co ntries through submarinecables is agreed upon under express condition and restriction that the State will be

ρητὸν ὅρον καὶ περιορισμόν, ὅτι τὸ Κράτος θὰ εἶναι μὲν ἐλεύθερον νὰ προβῇ εἰς ἀμοιβαίαν συμφωνίαν μεθ' ἑνὸς ἑκάστου τῶν Κρατῶν τούτων διὰ τὴν ἀνταλλαγὴν τοπικῆς ἀνταποκρίσεως μεταξὺ ἀφ' ἑνὸς μὲν Ἑλλάδος καὶ Ἰταλίας καὶ ἀφ' ἑτέρου Ἑλλάδος καὶ Τουρκίας διὰ τῶν καλωδίων τούτων, πλὴν δὲν θὰ ἔχῃ τὸ δικαίωμα νὰ παραχωρήσῃ καθ' ὅλον τὸν χρόνον τῆς ἰσχύος τῆς παρούσης πρὸς τὰ αὐτὰ Κράτη παράλληλον προνόμιον εἴτε πρὸς χρησιμοποίησιν τῶν καλωδίων τούτων διὰ διαβατικὴν τηλεγραφικὴν ἀνταπόκρισιν μεταξὺ Ἑλλάδος καὶ ἄλλης οἱασδήποτε ξένης Χώρας, συνδεομένης μετὰ τῶν μνησθέντων Κρατῶν, εἴτε καὶ πρὸς κατάδυσιν νέων καλωδίων ἐπὶ τῷ αὐτῷ τέλει καὶ σκοπῷ.

Ἡ συντήρησις τῶν καλωδίων τῶν ἐκμισθωθησομένων πρὸς τὸ Κράτος θὰ βαρύνῃ τοῦτο, ὑποχρεούμενον νὰ διατηρῇ ταῦτα ἐν καλῇ καταστάσει λειτουργίας, δικαιούμενον ὅπως ὁποτεδήποτε θελήσῃ νὰ παραιτηθῇ μερικῶς τῆς μισθώσεως ἑνὸς ἢ πλειόνων καλωδίων ἅτινα ἐν τοιαύτῃ περιπτώσει θὰ περιέρχωνται καὶ πάλιν εἰς τὴν Ἑταιρείαν ληγούσης πάσης ὡς πρὸς αὐτὰ ὑποχρεώσεως τοῦ Κράτους.

Μετὰ τὴν λῆξιν τῆς συμβάσεως τὰ ἐκμισθούμενα καλώδια ἐσωτερικοῦ δικτύου θὰ περιέρχωνται εἰς τὴν ἀποκλειστικὴν κυριότητα τοῦ Κράτους ἄνευ καταβολῆς ἀποζημιώσεως τινος πρὸς τὴν Ἑταιρείαν.

Ἄρθρον 7.

Ἐὰν κατὰ τὴν διάρκειαν τῆς παρούσης Συμβάσεως τὸ Κράτος ἐπιθυμῇ νὰ καταδύσῃ ἄλλα ὑποβρύχια καλώδια εἴτε ἐντὸς τῶν ὁρίων τοῦ ἐσωτερικοῦ δικτύου, εἴτε πρὸς ἀπ' εὐθείας σύνδεσίν του μετὰ τῆς Τουρκίας καὶ ἐπὶ τῷ τέλει διαμεσῆς τοπικῆς μετ' αὐτῆς ἀνταποκρίσεως, ἡ Ἑταιρεία ἀπολαύει ἐπὶ ἴσοις ὅροις προτιμήσεως πρὸς κατάδυσιν τῶν καλωδίων τούτων, ἐκτὸς ἐὰν καλουμένη ὑπὸ τοῦ Κράτους πρὸς τοῦτο δι' ἐγγράφου περιέχοντος καὶ τοὺς ὅρους ὑφ' οὓς προτείνεται ἡ κατάδυσις τῶν νέων τούτων καλωδίων δὲν ἤθελεν ἀπαντήσει εἰς τὴν πρόσκλησιν ταύτην ἐντὸς δύο μηνῶν.

Διὰ τὴν καταβολὴν τῶν διὰ τοιαύτας ἐργασίας ἀπαιτηθησομένων δαπανῶν θὰ παρέχηται ἐκ μέρους τῆς Ἑταιρείας εἰς τὸ Κράτος πᾶσα δυνατὴ εὐκολία.

Ἄρθρον 8.

Ἡ Ἑταιρεία εἶναι ὑπεύθυνος διὰ τὴν συντήρησιν ἐν καλῇ καταστάσει λειτουργίας τῶν δύο καλωδίων, τῶν ἀναφερομένων εἰς τὸ ἄρθρον 2 τῆς παρούσης, καὶ ἀναλαμβάνει τὴν ὑποχρέωσιν τῆς ἐπισκευῆς πάσης βλάβης αὐτῶν ἄνευ ἀδικαιολογήτου ἀργοπορίας. Τὸ Κράτος ἀναλαμβάνει τὴν ὑποχρέωσιν νὰ διατηρῇ ἐν καλῇ καταστάσει τὰς συναφεῖς ἐναερίους συνδέσεις τὰς ἀναγκαιούσας εἰς τὰ καλώδια ταῦτα. Εἰς περίπτωσιν διακοπῆς τῆς συγκοινωνίας συνεπείᾳ βλάβης τοῦ ἑτέρου τῶν καλωδίων διὰ χρονικὴν περίοδον μείζονα τῶν ἓξ (6) συνεχῶν μηνῶν ἀπὸ τῆς ἡμερομηνίας καθ' ἣν τοῦτο διεκόπη, χωρὶς νὰ γίνῃ οὐδεμία ἐνέργεια ἀποκαταστάσεως—ἐξαιρουμένων τῶν περιπτώσεων ἀνωτέρας βίας—, ἡ Ἑταιρεία θὰ ὑποχρεοῦται νὰ καταβάλῃ εἰς τὸ Κράτος τὸ ποσὸν τῶν λιρῶν Ἀγγλίας πέντε ἡμερησίως, λόγῳ ποινικῆς ρήτρας, ἀπὸ τῆς ἡμέρας τῆς λήξεως τῆς ἄνω χρονικῆς περιόδου καὶ μέχρι τῆς ἡμέρας τῆς ἀποκαταστάσεως τοῦ βλαβέντος καλωδίου. Ἡ Ἑταιρεία ὑποχρεοῦται προσέτι ὅπως καθ' ὅλην τὴν διάρκειαν τῆς παρούσης Συμβάσεως προβαίνῃ ἐπὶ τῇ ἑκάστοτε προσκλήσει τοῦ Κράτους εἰς οἱανδήποτε ἐπισκευὴν τῶν καλωδίων τοῦ ἐσωτερικοῦ τῶν ἀνηκόντων εἰς τὸ Κράτος ὡς καὶ τῶν παρὰ τῆς Ἑταιρείας ἐκμισθωθησομένων αὐτῷ καλωδίων, προσέτι δὲ καὶ τῶν καλωδίων τῶν ἐκμισθωθησομένων παρὰ τῆς Ἑταιρείας εἰς τὸ Κράτος διὰ τὴν τηλεγραφικὴν ἐπικοινωνίαν μεταξὺ Ἑλλάδος καὶ Ἰταλίας καὶ Ἑλλάδος καὶ Τουρκίας, ἐπὶ τῇ παρὰ τοῦ Κράτους καταβολῇ λιρῶν Ἀγγλίας 150 δι' ἑκάστην ἡμέραν χρήσεως τοῦ ἀτμοπλοίου πρὸς

liberty to proceed to mutual agreements with each one of these countries for the exchange of the local correspondence between Greece and Italy as also between Greece and Turkey through these cables. The State, however, will not have the right throughout the duration of the present to grant to the said countries a similar privilege either for using these cables for transitory telegraphic correspondence between Greece and any other foreign country connected with the said Countries or for laying new sub-marine cables to the same end and purpose.

The maintenance of the cables to be leased to the State will be at the expense of the State who will be obliged to keep same in good working condition having the right whenever it so chooses, to resign partially from the lease of one or more cables which cables, in such case, will come back to the Company all obligations of the State in respect to same being ended.

After the expiration of the Convention the leased interior cables shall come into the absolute ownership of the State without any indemnification to the Company.

Article 7.

Should the State wish during the duration of the present Convention to lay other sub-marine cables within the confines of the interior system either for its direct connection with Turkey for the exchange of local traffic with it the Company will enjoy the preference on equal terms for the laying of such cables, unless the Company being invited for this by the State by a letter containing the conditions under which the laying of the said new cables is proposed, would not reply to this invitation within two months.

For payment of the expenses required for such works all possible facility will be given by the Company to the State.

Article 8.

The Company is responsible for the maintenance in good working condition of the two cables referred to in Art. 2 of the present and undertakes to repair any damage to the cables without unjustified delay. The State undertakes the obligation to maintain in good condition adequate landline connections necessary thereto. In case of interruption of the communication due to damage of one of the cables for a period of over six consecutive months from the date when the interruption took place without any action being taken for restoration-cases of force majeure being excepted-the Company will be under the obligation of paying to the State the sum of £5 per diem as a penalty from the date the above period elapses until the date of restoration of the damaged cable.

The Company is also obliged throughout the whole duration of the present Convention to make any repairs of the interior cables belonging to the State upon invitation of the State as also of the cables to be leased to it by the Company as well as of the cables to be leased by the Company to the State for telegraphic communications between Greece and Italy and Greece and Turkey against payment by the State of £150 for each day of use of the vessel for repairing the damage from date of her departure from her base at Malta until her return plus the value of the cable used for the repair.

τὸν σκοπὸν τῆς ἐπισκευῆς ἀπὸ τῆς ἡμέρας τοῦ ἀπόπλου του ἐκ τῆς ἐν Μάλτᾳ βάσεώς του μέχρι τοῦ ἐπανάπλου του, πλέον τὴν ἀξίαν τοῦ χρησιμοποιηθησομένου διὰ τὴν ἐπισκευὴν καλωδίου.

Τὸ Κράτος ἐπιφυλάσσει ἑαυτῷ τὸ δικαίωμα τῆς κτήσεως ἰδίων μέσων διὰ τὴν ἐνέργειαν τῶν τοιούτων ἐπισκευῶν. Πρὸς ἐπίτευξιν δὲ τοῦ σκοποῦ τῆς παρὰ τοῦ Κράτους κτήσεως ἰδίου μέσου ἀποκαταστάσεως βλαβῶν καλωδίων, ἡ Ἑταιρεία ὑποχρεοῦται νὰ παράσχῃ πρὸς αὐτὸ πᾶσαν τεχνικὴν συμβολὴν ἐπὶ τῇ πρὸς αὐτὴν καταβολῇ τῆς πραγματικῆς διὰ τὴν αἰτίαν ταύτην δαπάνης.

Ἐπὶ τῷ σκοπῷ δὲ τῆς ἐκπαιδεύσεως εἰδικοῦ Κρατικοῦ προσωπικοῦ, ἡ Ἑταιρεία ὑποχρεοῦται νὰ ἐπιτρέπῃ εἰς ὑπαλλήλους τοῦ Κράτους νὰ ἐπιβαίνωσι τῶν ἐν ταῖς Ἑλληνικαῖς θαλάσσαις καλωδιακῶν αὐτῆς πλοίων πρὸς παρακολούθησιν τῶν ἐργασιῶν αὐτῶν. Πᾶσα πρὸς τοῦτο δαπάνη θὰ βαρύνῃ τὸ Κράτος.

Ἄρθρον 9.

Ἡ Ἑταιρεία ὑποχρεοῦται νὰ διατηρήσῃ ἐν λειτουργίᾳ μέχρι τῆς ἐνάρξεως τῆς ἐκμεταλλεύσεως τῶν Σταθμῶν Ἀσυρμάτου ἅπαντα τὰ ἤδη λειτουργοῦντα Γραφεῖα αὐτῆς καὶ ἁπάσας τὰς ἤδη λειτουργούσας καλωδιακὰς γραμμὰς ἐσωτερικοῦ, ἐξωτερικοῦ δὲ τὰς ἐν τῷ ἄρθρῳ 5 καθοριστθείσας γραμμὰς ὡς ἐπίσης ὑποχρεοῦται νὰ διατηρήσῃ ἐν ὑπηρεσίᾳ καὶ ἅπαν τὸ ἤδη παρ' αὐτῇ προσωπικόν.

Ἐντὸς ἑνὸς μηνὸς ἀπὸ τῆς ἐνάρξεως τῆς ὁριστικῆς λειτουργίας τῶν Σταθμῶν Ἀσυρμάτου τὸ Κράτος συμφωνεῖ ν' ἀναλάβῃ εἰς τὴν ἰδίαν αὐτοῦ ὑπηρεσίαν ἐκ τοῦ ἤδη προσωπικοῦ τῆς Ἑταιρείας 63 ὑπαλλήλους καὶ 16 κλητῆρας οὓς θέλει ἐντάξῃ εἰς τὸ μόνιμον αὐτοῦ προσωπικόν. Οἱ οὕτω προσληφθησόμενοι παρὰ τοῦ Κράτους δέον κατὰ προτίμησιν νὰ ἀνήκωσιν εἰς τὸ χειριστικὸν καὶ τεχνικὸν προσωπικόν.

Τὸ ὑπόλοιπον προσωπικὸν ἐκ τῶν ἤδη παρὰ τῇ Ἑταιρείᾳ ὑπηρετούντων θὰ διατηρηθῇ παρὰ ταύτης ὡς μόνιμον αὐτῆς προσωπικὸν καὶ θέλει περὶ τοῦ προσωπικοῦ τούτου ληφθῇ παρὰ τῆς Ἑταιρείας πᾶσα πρόνοια ἐπιβαλλομένη ὑπὸ τῶν ἐν Ἑλλάδι ἰσχυόντων Νόμων περὶ τῶν ὑπαλλήλων αὐτῆς λογιζομένης ὡς Ἑταιρείας δημοσίας ὠφελείας ἐξαρτωμένης καὶ ἐποπτευομένης ὑπὸ τοῦ Ὑπουργείου τῆς Συγκοινωνίας, ὑπαγομένης διὰ τοῦτο καὶ εἰς τὰς διατάξεις τοῦ Νόμου 3752 τοῦ 1929.

Τὸ ἐξ Ἑλλήνων προσωπικὸν τῆς Ἑταιρείας κατὰ τὴν λῆξιν τῆς παρούσης συμβάσεως θὰ ἐνταχθῇ καὶ τοῦτο εἰς τὸ μόνιμον προσωπικὸν τοῦ Κράτους ἐντὸς μηνὸς ἀπὸ τῆς λήξεως τῆς Συμβάσεως.

Ἀπὸ τῆς ἐνάρξεως τῆς ἐκμεταλλεύσεως τῶν σταθμῶν ἀσυρμάτου ἡ Ἑταιρεία ὑποχρεοῦται νὰ διατηρήσῃ τηλεγραφικὸν γραφεῖον μόνον ἐν Ἀθήναις καὶ εἶναι ἐλευθέρα νὰ καταργήσῃ ὅλα τ' ἄλλα γραφεῖα ἐκτὸς ἐὰν ἤθελε θεωρηθῇ ἐπιθυμητὸν νὰ διατηρήσῃ γραφεῖον ἐν Πειραιεῖ ἢ ἀλλαχοῦ πρὸς διευκόλυνσιν τῆς ἐπικοινωνίας καθ' ὃν τρόπον ἤθελε συμφωνηθῇ μεταξὺ τῆς Ἑταιρείας καὶ τοῦ Κράτους καὶ ἰδίᾳ διὰ τὸν ἔλεγχον τῆς ἐν καλῇ καταστάσει διατηρήσεως τῶν μετὰ τῆς ἀλλοδαπῆς ὑποθαλασσίων καλωδίων.

Ἡ στέγασις τῶν γραφείων τούτων θὰ γίνεται εἰς ἀνάλογα διαμερίσματα τῶν οἰκείων Κρατικῶν κτιρίων, εἰς ἃ στεγάζονται τὰ Κρατικὰ Τηλεγραφεῖα ἐπὶ πληρωμῇ ἐκ μέρους τῆς Ἑταιρείας πρὸς τὸ Κράτος ἀναλογικοῦ πρὸς τὸν παραχωρηθησόμενον χῶρον ἐνοικίου.

Τὸ Κράτος θὰ ἐξακολουθήσῃ νὰ παρέχῃ εἰς τὴν Ἑταιρείαν ἄνευ οὐδεμιᾶς δαπάνης καθ' ὅλην τὴν διάρκειαν τῆς παρούσης συμβάσεως τὴν ἐλευθέραν χρῆσιν τοῦ κτιρίου τοῦ χρησιμοποιουμένου πρότερον ὡς Νοσοκομείου ἐν Σύρῳ διὰ τὴν ἐναποθήκευσιν καλωδίων, μηχανημάτων καὶ ἐργαλείων καὶ οἱουδήποτε ἄλλου ὑλικοῦ ἀπαιτουμένου διὰ τὰς ὑπηρεσίας τῆς

The State reserves to itself the right to acquire its own means for effecting such repairs. For the obtaining of this purpose of acquisition by the State of its own means for the repair of damage to cables the Company is obliged to give to the State all technical assistance against payment of the actual expenses incurred by the Company in this respect.

For the purpose of training a special personnel of the State the Company is obliged to allow State employees to board its cable ships in Greek waters for following up the work. Any expenses in this connection will be borne by the State.

Article 9.

The Company is responsible for the maintenance in operation up to the commencement of exploitation of the Wireless Stations of all its Offices operating at present and all its interior cable lines operating at present, and out of the exterior cable lines those fixed in article 5 as also is obliged to keep in service all the personnel employed by it at the present moment.

Within one month from commencement of the definite working of the Wireless Stations the State agrees to take to its own service out of the present personnel of the Company 63 employees and 16 messengers whom it will enlist in its permanent list of employees. The employees thus to be employed by the State should by preference belong to the operating and technical staff.

The remaining personnel employed at present by the Company will be kept by the Company as permanent staff and all the care provided for by the Laws in force in Greece regarding its employees will be taken by the Company in respect to these employees, the Company being considered as a public utility Company coming under the control and supervision of the Ministry of Communications and because of this coming under the provisions of Law 3752 of 1929.

The Greek personnel of the Company at the time of expiration of this Convention will also be enlisted in the permanent personnel of the State within one month from expiration of the Convention.

From the time of commencement of exploitation of the Wireless Stations the Company is obliged to maintain a telegraph Station only in Athens and is at liberty to close down all its other telegraph Stations unless it should be considered desirable to maintain a Telegraph Station at Piraeus or elsewhere in order to facilitate communications, in a manner to be agreed upon between the Company and the State and particularly for the control of maintenance in good condition of the sub-marine cables connecting foreign Countries.

The housing of such telegraph Stations shall be done in appropriate sections of the relative State buildings in which are housed the State Telegraph Offices against payment by the Company of a corresponding amount of rental to the State for the space thus rented.

The State will continue to give to the Company without any expense whatsoever throughout the whole

Ἑταιρείας καὶ ἐφ' ὅσον ὑπάρχει τοιαύτη ἀνάγκη διὰ τὴν Ἑταιρείαν.

Τὸ ἐν Σύρῳ κτίριον τῆς Ἑταιρείας, περὶ οὗ ἡ διὰ τοῦ Νόμου ΓΣΛΗ' (3238) τοῦ 1907 κυρωθεῖσα σύμβασις, διαρκούσης τῆς ἰσχύος τῆς παρούσης συμβάσεως διατίθεται ὡς ἡ ὡς ἄνω σύμβασις τοῦ 1907 ὁρίζει, τοῦ ἐνοικίου τοῦ τμήματος τοῦ ἐν λόγῳ κτιρίου τοῦ κατεχομένου ὑπὸ τῆς ἐν Σύρῳ τηλεγραφικῆς ὑπηρεσίας τοῦ Κράτους ὁριζομένου εἰς δραχμὰς 2.000 μηνιαίως διὰ τὸν χρόνον τὸν ἀπὸ 10ης Ἰουλίου 1926 μέχρι τῆς λήξεως τῆς ἰσχύος τῆς παρούσης συμβάσεως, ἧς ληξάσης τὸ κτίριον περιέρχεται εἰς τὴν ἰδιοκτησίαν τοῦ Κράτους ἄνευ οὐδεμιᾶς ἀποζημιώσεως πρὸς τὴν Ἑταιρείαν.

"Αρθρον 10.

Ἡ Ἑταιρεία δικαιοῦται ἀπὸ τῆς ἐνάρξεως τῆς ἐκμεταλλεύσεως τῶν Σταθμῶν Ἀσυρμάτου νὰ διατηρῇ εἰς τὸ προσωπικὸν τῆς Διευθύνσεως αὐτῆς ἐν Ἑλλάδι τέσσαρας ὑπαλλήλους ξένης ὑπηκοότητος (Ἀγγλικῆς).

Ἐπίσης ἡ Ἑταιρεία δικαιοῦται νὰ μετακαλέσῃ ἐξ ἀλλοδαπῆς καὶ χρησιμοποιήσῃ ξένης ὑπηκοότητος (Ἀγγλικῆς) εἰδικὸν προσωπικὸν διὰ τὴν συντήρησιν τῶν σταθμῶν καὶ τὴν ἐκπαίδευσιν τοῦ ἐξ Ἑλλήνων ὑπηκόων προσωπικοῦ αὐτῆς. Ὁ ἀριθμὸς καὶ τὸ ἀνώτατον ὅριον τοῦ χρόνου τῆς ἐν Ἑλλάδι παραμονῆς τῶν μετακληθησομένων ἀλλοδαπῶν τούτων καθορίζεται εἰδικῶς ὡς ἑξῆς :

2 μηχανικοὶ διὰ πέντε ἔτη
10 βοηθοὶ μηχανικοὶ διὰ δύο ἔτη
6 τεχνικοὶ βοηθοὶ δι' ἓν ἔτος
2 μηχανολόγοι δι' ἓν ἔτος
2 ἐκπαιδευταὶ διὰ δύο ἔτη.

Ἡ Ἑταιρεία ὑποχρεοῦται καὶ πρὸ τῆς παρόδου τῶν ὡς ἄνω καθοριζομένων χρονικῶν ὁρίων καὶ ἅμα τῇ καταρτίσει καὶ ἐκπαιδεύσει εἰδικοῦ προσωπικοῦ ἐξ Ἑλλήνων νὰ παύσῃ χρησιμοποιοῦσα ἐν τῇ ὑπηρεσίᾳ αὐτῆς τὸ ὡς ἄνω ἐκ ξένων ὑπηκόων προσωπικὸν αὐτῆς (πλὴν τοῦ τῆς Διευθύνσεως).

Ἡ Ἑταιρεία δικαιοῦται διὰ τὴν ἐκτέλεσιν τῶν ἐγκαταστάσεων αὐτῆς νὰ μετακαλέσῃ κατὰ τὴν κρίσιν της τὸ ἀναγκαιοῦν ἀλλοδαπὸν εἰδικὸν τεχνικὸν προσωπικόν, περιορίζουσα ὅμως τοῦτο κατὰ τὸ ἐφικτὸν ἕνα ἢ κατὰ τὸ δυνατὸν οἰκονομικωτέρα ἡ δαπάνη τῆς ἐγκαταστάσεως.

"Αρθρον 11.

Ὁποτεδήποτε ἐκ λόγων ἀσφαλείας καὶ τάξεως τῆς χώρας ἤθελε κριθῇ ἀναγκαῖον παρὰ τοῦ Κράτους, δικαιοῦται τοῦτο νὰ λαμβάνῃ τὴν χρῆσιν (ἐπιτάσσῃ) οἱουδήποτε σταθμοῦ ἀσυρμάτου τηλεγράφου ἢ τηλεφώνου, ἀνήκοντος εἰς τὴν Ἑταιρείαν καὶ οἱουδήποτε καλωδίου καὶ τηλεγραφικοῦ σταθμοῦ ἐξυπηρετοῦντος τὴν ἐσωτερικὴν ἢ τὴν ἐξωτερικὴν ἀνταπόκρισιν, μεθ' ὅλων τῶν ἐγκαταστάσεων, ὀργάνων, μηχανημάτων καὶ ὑλικῶν αὐτῶν. Διαρκούσης τῆς ὡς ἄνω χρήσεως (ἐπιτάξεως) ἡ Ἑταιρεία ἀπαλλάσσεται πασῶν τῶν ἐκ τῆς παρούσης συμβάσεως πηγαζουσῶν ὑποχρεώσεων αὐτῆς, τῶν σχετικῶν πρὸς τὰς ἀνταποκρίσεις διὰ μέσου τοῦ ἐπιταχθέντος συγκοινωνιακοῦ μέσου, τὸ δὲ Κράτος ἀναλαμβάνει τὴν ὑποχρέωσιν ν' ἀποζημιώσῃ τὴν Ἑταιρείαν διὰ ποσοῦ ἴσου πρὸς 7 ο)ο ἐτησίως ἐπὶ τοῦ διατεθέντος καὶ μήπω ἀποσβεσθέντος κεφαλαίου ὑπὸ τῆς Ἑταιρείας, θὰ καταβάλῃ δὲ ἐπὶ πλέον τὰ κατὰ τὴν διάρκειαν τῆς ἐπιτάξεως ἔξοδα τῆς Ἑταιρείας τ' ἀναφερόμενα εἰς τὴν ἐκμετάλλευσιν, ἀποζημιῶνον ἐν ταὐτῷ αὐτὴν δι' οἱανδήποτε θετικὴν ζημίαν ἣν τυχὸν αὕτη ἤθελεν ὑποστῇ ἐκ βλάβης τῶν ἐπιταχθεισῶν ἐγκαταστάσεων.

duration of the present Convention free use of the building used previously as a Hospital in Syra for the storing of cables, machinery and tools and of any other material required for the service of the Company, as long as there is such a necessity for the Company.

The building of the Company at Syra referred to in the Convention ratified by Law ΓΣΛΗ' (3238) of 1907 will be disposed of during the effect of the present Convention in a manner specified in the Conven tion of 1907 the rental of that section of the said building which is occupied by the Telegraph Service of the State being fixed at Drs. 2.000 per month for the period from July 10th, 1926 up to the expiration of the effect of the present Convention upon expiration of which the building shall come into the ownership of the State without any indemnification of the Company.

Article 10.

The Company has the right from the commencement of exploitation of the Wireless Stations to maintain amongst the personnel of the D. M. O. four employees of foreign nationality (British). Also the Company has the right to transfer from abroad and use a special personnel of foreign nationality (British) for the maintenance of the Stations and for the training of its Greek personnel.

The number and the maximum period of stay in Greece of the foreign personnel to be transferred is specifically fixed as folows ;

2 engineers.....for 5 years.
10 assistant engineers ..... » 2 »
6 technical assistants ..... » 1 »
2 mechanicians ..... » 1 »
2 instructors ..... » 2 »

The Company is obliged even prior to the expiration of the said time limits and as soon as the Greek personnel would be taught and trained to cease employing in its service the said foreign personnel (except those working in D. M. O.).

The Company has the right to transfer from abroad at its own judgment for the execution of its installations the necessary spécial technical personnel, restricting however same as far as possibls so as to make the expenses of the installation as low as possible.

Article 11.

Whenever it should be considered necessary by the State for reasons of security and order in the country, it shall have the right to take over the use (requisition) of any Wireless telegraph or telephone Station whatsoever belonging to the Company and of any cable and telegraphic Station serving the local and foreign traffic together with all the plant, apparatus, instruments and materials appertaining thereto. During the period of the above requisition the Company will be exempted from all its obligations arising from the present Convention relating to communications through the requisitioned wireless Station, and the State undertakes the obligation to indemnify the Company by a sum equal to 7 o]o per annum on the capital disposed of by the Company and not yet written off and will also pay in addition the expenses of the Company during the period of requisition referring to exploitation indemnifying at the same time the Company for any positive loss which it should suffer on account of damage of the requisitioned installations.

Τὸ διάστημα τῆς ὑπὸ τοῦ Κράτους ἐπιτάξεως δὲν θὰ ὑπολογισθῇ ὡς μέρος τῆς διαρκείας τῆς εἰς τὴν Ἑταιρείαν παραχωρήσεως τῆς ἀναφερομένης ἐν κατωτέρῳ ἄρθρῳ 33ῳ καὶ ἡ διάρκεια τῆς παραχωρήσεως αὐτομάτως θὰ παρατείνηται διὰ περίοδον ἴσην μὲ τὴν διάρκειαν τῆς ἐπιτάξεως.

Τὰ κατὰ τὴν διάρκειαν τῆς ἐπιτάξεως ἔσοδα θὰ περιέρχωνται ἐξ ὁλοκλήρου εἰς τὸ Κράτος ἄνευ οὐδεμιᾶς ἑτέρας διὰ τὸν χρόνον τῆς ἐπιτάξεως πρὸς τὴν Ἑταιρείαν ὑποχρεώσεως.

Ἄρθρον 12.

Ἀπὸ τῆς ἐνάρξεως τῆς ἰσχύος τῆς παρούσης Συμβάσεως καὶ μέχρι τῆς ἐνάρξεως τῆς λειτουργίας τῶν Σταθμῶν ἀσυρμάτου ἡ Ἑταιρεία θὰ ἐπιδιώξῃ ὅπως κατὰ τὸ ἐφικτὸν ἐξομοιώσῃ τὰ καλωδιακὰ αὐτῆς τέλη πρὸς τὰ διαβατικὰ τέλη τῆς κανονικῆς (εὐθηνοτέρας) ὁδοῦ δι' ἅπαντα τὰ τηλεγραφήματα τοῦ ἐξωτερικοῦ, ἀπὸ δὲ τῆς ἐνάρξεως τῆς λειτουργίας τῶν Σταθμῶν ἀσυρμάτου τὰ ραδιοηλεκτρικὰ τέλη ἁπάντων τῶν τηλεγραφημάτων τοῦ ἐξωτερικοῦ θὰ καθορίζωνται ἀπὸ κοινοῦ μεταξὺ Ἑταιρείας καὶ Κράτους βάσει τῶν διατάξεων τοῦ ἑκάστοτε ἰσχύοντος Διεθνοῦς τηλεγραφικοῦ κανονισμοῦ, μὴ δυνάμενα νὰ ὦσιν ἀνώτερα τῶν τελῶν τῆς εὐθηνοτέρας ὁδοῦ.

Τὰ αὐτὰ τέλη θὰ ἐφαρμόζωνται καὶ καθ' ἃς περιπτώσεις κατὰ τὰς προβλέψεις τῆς παρούσης θὰ γίνεται χρῆσις βοηθητικῶς τοῦ καλωδίου Μάλτας καὶ Ἀλεξανδρείας.

Τὰ ἐφαρμοσθησόμενα τηλεφωνικὰ τιμολόγια διὰ τὰς εὐρωπαϊκὰς ἀνταποκρίσεις θὰ ταὐτίζωνται μὲ τὰ ἑκάστοτε διὰ τὰς ἐνσυρμάτους συγκοινωνίας ἰσχύοντα τιμολόγια. Εἰδικῶς, τὰ τηλεφωνικὰ τιμολόγια μεταξὺ Ἑλλάδης καὶ Αἰγύπτου θὰ συνίστανται εἰς τὸ ἄθροισμα τῶν τελικῶν τελῶν τῶν δύο χωρῶν σὺν τῷ ραδιοτέλει καθορισθησομένῳ ἑκάστοτε κατὰ τὸ δυνατὸν εὐθηνότερον ἀμοιβαίᾳ Κράτους καὶ Ἑταιρείας συμφωνίᾳ.

Τὰ διὰ τοῦ συστήματος τῆς Ἑταιρείας διαβιβαζόμενα τηλεγραφήματα τοῦ Ἑλληνικοῦ καὶ Βρεττανικοῦ Κράτους θὰ χρεοῦνται ὑπὸ τῆς Ἑταιρείας διὰ τοῦ ἡμίσεος τῶν ἰσχυόντων ἑκάστοτε διὰ ταῦτα ραδιοτελῶν ἢ τελῶν καλωδίου, παντὸς ἑτέρου τέλους πληρωνομένου ὑπὸ τοῦ Ἑλληνικοῦ ἢ Βρεττανικοῦ Κράτους.

Ἡ Ἑταιρεία ἀναλαμβάνει τὴν ὑποχρέωσιν νὰ διαβιβάζῃ δωρεὰν διὰ τοῦ Σταθμοῦ ἀσυρμάτου τὰς Κρατικὰς ἐγκυκλίους ραδιοανακοινώσεις.

Ἡ Ἑταιρεία ὑποχρεοῦται ὅπως ἐν συνεννοήσει μετὰ τοῦ Κράτους προέλθῃ τὸ ταχύτερον εἰς τὰς ἀναγκαίας συνεννοήσεις μετὰ τῶν ξένων Διευθύνσεων καὶ ἰδιωτικῶν ἐπιχειρήσεων ἐπὶ σκοπῷ συνάψεως μετ' αὐτῶν ἐγκαίρως πρὸ τῆς ἐνάρξεως τῆς λειτουργίας τῶν Σταθμῶν, συμφωνιῶν διαμοιβῆς ἀνταποκρίσεων μεταξὺ τῶν Σταθμῶν Ἀθηνῶν καὶ τῶν ἀσυρμάτων Σταθμῶν τῶν διευθύνσεων τούτων ἢ ἰδιωτικῶν ἐπιχειρήσεων.

Αἱ συμφωνίαι αὗται ὑπόκεινται εἰς τὴν ἔγκρισιν τοῦ Κράτους ὑποχρεουμένου νὰ συντρέξῃ τὴν Ἑταιρείαν ὅπως αὕτη ἐπιτύχῃ τὴν σύναψιν τῶν συμφωνιῶν τούτων.

Ἄρθρον 13.

Τὰ τελικὰ τέλη τῶν διὰ τοῦ καλωδίου διαμειβομένων ἐξωτερικῶν τηλεγραφημάτων ὡς καὶ τὰ τελικὰ τέλη τῆς δι' ἀσυρμάτου ὁδοῦ διαμειβομένης τηλεγραφικῆς καὶ τηλεφωνικῆς ἀνταποκρίσεως ἀνήκουσιν ἐξ ὁλοκλήρου εἰς τὸ Κράτος.

Τὰ διαβατικὰ τέλη, ὡς ταῦτα καθορίζονται ὑπὸ τῶν Διεθνῶν Κανονισμῶν τῶν μέσῳ καλωδίου ἢ ὁδοῦ ἀσυρμάτου τῆς Ἑταιρείας διαμειβομένων ἐξωτερικῶν καὶ ἐξ Ἑλλάδος διερχομένων τηλεγραφημάτων, ὡς καὶ τὰ διαβατικὰ τέλη τῆς δι' ἀσυρμάτου ὁδοῦ διαβατικῆς τηλεφωνικῆς ἀνταποκρίσεως ἀνήκουσιν ἐξ ὁλοκλήρου εἰς τὸ Κράτος.

The period of requisition by the State shall not be counted as part of the duration of the Company's concession referred to in Article 33 below and the duration of the concession will automatically be extended for a period equal to the duration of the requisition.

All revenues effected during the period of the requisition will come totally to the State without any other obligation towards the Company for the time of requisition.

Article 12

From commencement of the effect of the present Convention and up to the time of commencement of operation of the wireless Stations the Company shall try as far as possible to fix its telegraph rates at the same levels as the transit rates of the regular (cheapest) route for all foreign telegrams, and from the commencement of operation of the Wireless Stations the radio rates of all foreign telegrams will be fixed in common between the Company and the State on the basis of the provisions of the International Telegraphic Regulations in existence at each time, these rates not to exceed the rates over the cheapest route.

The same rates will apply also in cases where in accordance with the provisions of the present Convention auxiliary use will be made of the Malta and Alexandria cable.

The telephone tariffs to be applied for european communications will be made similar with the tariffs in effect for the wire communication. Especially the telephone tariffs between Greece and Egypt will consist of the sum of terminal rates of the two countries plus the Radio rates to be fixed at each time at cheapest possible rate by mutual agreement between the State and the Company.

Telegrams of the Greek and British States transmitted through the Company's system shall be charged by the Company at half the radio or cable rates effective at each time all other dues being paid by the Greek or the British States.

The Company undertakes the obligation to transmit free of charge through the Wireless Station all circular radio advices of the State.

The Company is obliged, after consultation with the State,to come as soon as possible to the necessary negotiations with the foreign Administrations and the private enterprises for the purpose of concluding with them in proper time, and prior to the commencement of operation of the Stations,agreements for the exchange of communications between the Athens Stations and the Wireless Station of such administrations or private enterprises.

These agreements shall be subject to the approval of the State, the State being obliged to assist the Company in the conclusion of such agreements.

Article 13.

The terminal rates of the foreign traffic transmitted through cables, also the terminal rates of the wireless telegraph and telephone traffic belong totally to the State.

The transit rates as same are fixed by the International Regulations of the foreign telegrams passing through Greece, via cable or wireless routes of the Company as well as the transit rates of the wireless transitory telephone traffic belong totally to the State. These transit rates, however, shall not exceed in maxi-

Τὰ τοιαῦτα διαβατικὰ τέλη ἐν τούτοις δὲν δύνανται νὰ ὑπερβαίνωσιν κατ' ἀνώτατον ὅριον τὸ 75 ο)ο τῶν διαβατικῶν τελῶν τῶν καθοριζομένων διὰ τὴν Ἑλλάδα συμφώνως μὲ τοὺς αὐτοὺς Κανονισμούς.

Τὸ Κράτος ἀναλαμβάνει νὰ ἐξετάσῃ εὐνοϊκῶς αἴτησιν τῆς Ἑταιρείας διὰ τὸν καθορισμὸν ἰδίου ἠλαττωμένου διαβατικοῦ τέλους ἐπὶ τῷ σκοπῷ τῆς προσελκύσεως μείζονος διαβατικῆς ἀνταποκρίσεως μέσῳ Ἑλλάδος.

Ἄρθρον 14.

Τὰ ἀνήκοντα εἰς τὸ Κράτος τέλη ὡς καὶ ὅλα ἐκεῖνα τὰ ἀνήκοντα εἰς τὴν Ἑταιρείαν θὰ καθορίζονται ἐπὶ τῇ βάσει χρυσοῦ φράγκου ὡς τοῦτο καθορίζεται ὑπὸ τῶν Διεθνῶν Συμβάσεων.

Αἱ ἰσχύουσαι ἑκάστοτε διατάξεις τῆς Διεθνοῦς Συμβάσεως Τηλεπικοινωνιῶν καὶ τῶν προσηρτημένων ταύτῃ Κανονισμῶν περὶ καταστρώσεως καὶ ἐκκαθαρίσεως τηλεγραφικῶν καὶ τηλεφωνικῶν λογαριασμῶν ἰσχύουσι καὶ ἐφαρμόζονται καὶ εἰς ὅ,τι ἀφορᾷ τὰς σχέσεις τοῦ Κράτους μετὰ τῆς Ἑταιρείας.

Ἐν τούτοις συμφωνεῖται ὅτι ὁ καθορισμός, ἡ μεταβίβασις καὶ ἐξόφλησις ἑκατέρωθεν τῶν πιστωτικῶν ὑπολοίπων γίνεται κατόπιν συνοπτικῆς καταστάσεως ὑποβαλλομένης καὶ ἐκκαθαριζομένης ἐντὸς ἑνὸς μηνὸς ἀπὸ τοῦ μηνὸς εἰς ὃν ἀνήκουσιν αἱ διαχειρισθεῖσαι ἀνταποκρίσεις, μὲ τὸν σκοπὸν τῆς ταχυτέρας δυνατῆς ἐφαρμογῆς τῶν περὶ κατανομῆς τῶν προσόδων διατάξεων τοῦ ἄρθρου 19. Ἀναλυτικοὶ λογαριασμοὶ ἐπακολουθοῦσι καὶ ἐλέγχονται, πᾶσα δὲ ἐπὶ πλέον ἢ ἐπὶ ἔλαττον προκύπτουσα ἐν αὐτοῖς διαφορὰ συμπεριλαμβάνεται εἰς τοὺς ἑξῆς ἐκκαθαριζομένους λογαριασμούς.

Ἐκ τῶν ὀφειλομένων κατὰ τὰς διατάξεις τῆς παρούσης Συμβάσεως τῇ Ἑταιρείᾳ ποσῶν, τὰ μὲν ἀποδιδόμενα παρ' αὐτῆς εἰς τὰς ξένας ὑπηρεσίας τέλη θὰ καταβάλλωνται ὑπὸ τοῦ Κράτους εἰς συνάλλαγμα συμφώνως ταῖς οἰκείαις διατάξεσι τοῦ Διεθνοῦς Κανονισμοῦ τὰ δὲ κατὰ τὰ ὑπ' ἀριθ. 2 καὶ 3 ἐδάφια τοῦ ἄρθρου 19 ποσὰ πρὸς ἐξυπηρέτησιν καὶ ἀπόσβεσιν τοῦ κεφαλαίου, ὡς καὶ ἡ ὑπὸ τοῦ ἄρθρου 8 τῆς παρούσης προβλεπομένη ἀποζημίωσις τῆς Ἑταιρείας ὑπὸ τοῦ Κράτους δι' ἐπισκευὴν τῶν καλωδίων, θὰ καταβάλλωνται εἰς Λίρας Ἀγγλίας, τῆς πραγματοποιήσεως τῆς καταβολῆς τῶν ποσῶν τούτων γενησομένης εἰς ἐλεύθερον συνάλλαγμα (free exchange). Πᾶσα ἄλλη ὀφειλὴ τοῦ Κράτους πρὸς τὴν Ἑταιρείαν καταβάλλεται εἰς δραχμάς.

Οἱ τηλεφωνικοὶ καὶ τηλεγραφικοὶ λογαριασμοὶ μετὰ τῶν ἀλλοδαπῶν ἐπιχειρήσεων θὰ διεξάγωνται ὑπὸ τῆς Ἑταιρείας.

Ἄρθρον 15.

Ἡ ἀνταλλαγὴ τῶν ὑπηρεσιακῶν τηλεγραφημάτων θὰ διέπηται ὑπὸ τῶν διατάξεων τῆς ἑκάστοτε ἐν ἰσχύϊ Διεθνοῦς Συμβάσεως καὶ τῶν προσηρτημένων αὐτῇ Κανονισμῶν.

Ἄρθρον 16.

Τὸ Κράτος ὑποχρεοῦται ὅπως πάντα τὰ τηλεγραφήματα, ἐφ' ὧν ἀναγράφεται ἡ ὁδὸς τῆς Ἑταιρείας μόνη ἢ ἐν συνδυασμῷ μετ' ἄλλης ὁδοῦ ἢ ἡ ὁδὸς Ράδιο-Ἀθῆναι, ὡς ἐπίσης καὶ τὰ ἄνευ ἐνδείξεως ὁδοῦ τηλεγραφήματα ἐξωτερικοῦ, παραδίδῃ εἰς τὴν Ἑταιρείαν πρὸς μεταβίβασιν.

Ἐπίσης ὑποχρεοῦται τὸ Κράτος, ἐφ' ὅσον τῷ ἐπιτρέπεται ἐκ τῶν Διεθνῶν Συμβάσεων καὶ Κανονισμῶν, νὰ παραδίδῃ πρὸς τὴν Ἑταιρείαν πρὸς μεταβίβασιν πᾶν τηλεγράφημα ἐφ' οὗ ἀναγράφεται ἡ ὁδὸς ἄλλης τηλεγραφικῆς ἐπιχειρήσεως, ἐδρευούσης εἰς τὸ Ἐξωτερικὸν ἐπὶ τῷ τέλει ὅπως διαβιβάσῃ τοῦτο ἡ Ἑταιρεία μέχρι τῆς ἐν τῷ Ἐξωτερικῷ ἕδρας τῆς ἐπιχειρήσεως ταύτης, ὡς καὶ πάντα τὰ τηλεγραφήματα ἐφ' ὧν καθορίζεται δι' οἱασδήποτε ἐκφράσεως ἡ διαβίβασις των διὰ τῶν κρατικῶν γραμμῶν, ἐφ' ὅσον ταῦτα προορίζονται δι' Εὐρώπην ἢ Ὑπερευρώπην.

mum the 75 o)o of the transit rates fixed for Greece according to the same Regulations.

The State undertakes to consider favourably any request by the Company for a special reduced transit rate in order to attract larger transit traffic through Greece.

Article 14.

The rates belonging to the State as well as those belonging to the Company will be fixed on the basis of the gold franc as same is fixed by the International Conventions.

The provisions in force at each time of the International Telecommunication Convention and Regulations annexed thereto regarding drawing up and liquidation of Telegraph and Telephone accounts, are also effective and applicable as regards the relations of the State with the Company.

It is, however, agreed that the fixing, transfer and settlement of credit balances on both sides shall be made on basis of a condensed statement to be submitted and liquidated within one month from the end of the month to which the correspondence exchanged belongs, with the purpose of the quickest possible application of the provisions of article 19 regarding distribution of revenues. Analytic accounts will follow and will be checked, and any diffe ence in excess or in less arising in same will be included in the accounts to be liquidated there after.

From the amounts due to the Company in accordance with the provisions o the present Convention, all dues paid by t to foreign services will be paid to the Company by the iState in foreign exchange, in accordance with the re'ative provisions of the International Regulations, and all amounts required for the service and amortisation of the capital, as per Artic e 19 para. 2 and 3 as a'so the indemnification of the Com pany by the State provided for in Art. 8 for repair of the cab es wil be paid in Pounds Sterling payment of hese amounts to be effected in free exchange. Any other indebtedness of the State to the Company will be paid in Drachmas.

Telegraph and Telephone accounts with foreign enterprises shall be carried out by the Company.

Article 15.

The exchange of the service telegrams shall be governed by the provisions of the International Convention in force for the time being and the Regulations attached thereto.

Article 16.

The State is obliged to hand over to the Company for transmission all telegrams marked Via the Company only or Via the Company together with another route or Via Radio-Athens as also all telegrams for abroad bearing no routing indication.

Also the State undertakes the obligation to hand over to the Company for transmission as far as this is permissible under the International Conventions and Regulations all telegrams marked Via another telegraphic undertaking having its Head Offices abroad to the end that the Company transmits same up to the seat of the said undertaking abroad, as also any telegrams marked with any expression whatsoever indicating the transmission through the lines of the State in so far as they are destined to Europe, or Extra-european countries.

Ἄρθρον 17

Ἡ παραλαβὴ καὶ ἡ ἐπίδοσις τῶν τηλεγραφημάτων ὡς καὶ ἡ εἴσπραξις τῶν τελῶν αὐτῶν θὰ ἐνεργῆται ὑπὸ τοῦ Κράτους ὑποχρεουμένου αὐτεπαγγέλτως ν' ἀναγράφῃ τὴν ὁδὸν Ραδιο—Ἀθῆναι ἐπὶ τῶν ἄνευ ἐνδείξεως ὁδοῦ τηλεγραφημάτων διὰ χώρας ἐξυπηρετουμένας διὰ τοῦ δικτύου τῆς Ἑταιρείας καὶ τῶν μετ' αὐτῆς συνεργαζομένων Ἑταιρειῶν.

Τὰ διὰ τὸ Ἐξωτερικὸν τηλεγραφήματα θὰ γίνωνται ἀποδεκτὰ παρὰ τῶν Γραφείων τοῦ Κράτους ἐφ' ὅσον εἶναι συντεταγμένα ἐπὶ ἐντύπων τῆς Κρατικῆς ὑπηρεσίας ἢ ἐντύπων τῆς Ἑταιρείας, ἀναγραφόντων τὴν ὁδὸν Ραδιο—Ἀθῆναι, ἢ ἐφ' ἁπλοῦ χάρτου, μὴ γιγνομένων δεκτῶν τηλεγραφημάτων γεγραμμένων ἐπὶ παντὸς ἑτέρου ἐντύπου ἄλλης τηλεγραφικῆς ἐπιχειρήσεως.

Ἄρθρον 18.

Τὰ τέλη, ἡ ὁδὸς καὶ αἱ ἐνδείξεις δι' ὅλας τὰς Χώρας τὰς ἐξυπηρετουμένας ὑπὸ ἢ μέσῳ τῆς Ἑταιρείας καὶ τῶν συνεργαζομένων μετ' αὐτῆς Ἑταιρειῶν θὰ δημοσιεύωνται εἰς τοὺς ὁδηγοὺς τοὺς ἐκδιδομένους ὑπὸ τῆς Κρατικῆς Τηλεγραφικῆς Ὑπηρεσίας.

Ἄρθρον 19.

Κατὰ τὸν ἐνδιάμεσον ἀπὸ τῆς ἰσχύος τῆς παρούσης Συμβάσεως καὶ μέχρι τῆς ἐνάρξεως τῆς λειτουργίας τῶν Σταθμῶν ἀσυρμάτου χρόνον τὰ διὰ λογαριασμὸν τῆς Ἑταιρείας εἰσπραττόμενα καλωδιακὰ τέλη θὰ περιέρχωνται ἐξ ὁλοκλήρου ταύτῃ ἐξοφλούμενα καθ' ὅμοιον σύστημα καθ' ὃ ἐξωφλήθη ἡ τελευταία πρὸ τῆς ὑπογραφῆς τῆς παρούσης ἐκ τοιούτων τελῶν ὀφειλὴ πρὸς τὴν Ἑταιρείαν.

Ἀπὸ τῆς ἐνάρξεως τῆς λειτουργίας τῶν ἐγκατασταθησομένων Σταθμῶν ἀσυρμάτου θὰ ὑποχρεοῦται ἡ Ἑταιρεία νὰ παραδίδῃ εἰς τὸ Κράτος ἐντὸς τεσσάρων μηνῶν ἀπὸ τῆς λήξεως ἑκάστου ἡμερολογιακοῦ ἔτους, ἀρχομένου ἀπὸ 1ης Ἰανουαρίου γραπτὴν κατάστασιν ἐμφαίνουσαν εἰς Λίρας Ἀγγλίας τὰς κατὰ τὸ αὐτὸ ἔτος εἰς τὸ συγκρότημα τοῦ Σταθμοῦ Ἀθηνῶν περιερχομένας εἰσπράξεις ἢ ἐν ἡ περιπτώσει οἱ Σταθμοὶ ἀσυρμάτου δὲν ἐξεμεταλλεύθησαν ὑπὸ τῆς Ἑταιρείας καθ' ὅλην τὴν διάρκειαν τοῦ ἔτους (εἴτε διότι ἡ Σύμβασις αὕτη ἤρξατο ἢ ἔπαυσεν ἰσχύουσα ἐντὸς τοῦ ἔτους, εἴτε διότι οἱ Σταθμοὶ ἀσυρμάτου ἤρξαντο λειτουργοῦντες ἐντὸς τοῦ ἔτους, εἴτε διότι οὗτοι περιῆλθον εἰς τὴν χρῆσιν τοῦ Κράτους συμφώνως τῷ ἀνωτέρῳ ἄρθρῳ 11), τὰς κατὰ τὸ διάστημα τοῦ ἔτους καθ' ὃ οἱ Σταθμοὶ ἐξεμεταλλεύθησαν ὑπὸ τῆς Ἑταιρείας εἰσπράξεις.

Τοῦ συνόλου τῶν ἐτησίων εἰσπράξεων ὡς καθορίζονται αὗται ἐν Παραρτήματι ΙΙ τῷ προσηρτημένῳ τῇ παρούσῃ τῶν ἀνηκουσῶν εἰς τὸ συγκρότημα τῶν Σταθμῶν Ἀθηνῶν (ἀσυρμάτου τηλεγράφου, ἀσυρμάτου τηλεφώνου, καλωδίων) τῶν πραγματοποιουμένων ἐκ τῶν ραδιοτελῶν καὶ τῶν καλωδιακῶν τελῶν, ὧν ἀνάλυσις περιέχεται εἰς προσηρτημένον τῇ παρούσῃ συμβάσει Παράρτημα 2, ἐφ' ὅσον δὲν ἐχώρησεν ἐφαρμογὴ τοῦ ἀνωτέρῳ ἄρθρου 11, θὰ γίνεται ἡ ἑξῆς κατὰ σειρὰν κατανομή.

1) Θὰ καταβάλλωνται εἰς τὴν Ἑταιρείαν τὰ ἔξοδα ἐκμεταλλεύσεως ἅτινα καθορίζονται σταθερῶς εἰς Λίρας Ἀγγλίας 32.500 τριάκοντα δύο χιλιάδας πεντακοσίας, ἐτησίως διὰ τὰ πρῶτα πέντε ἔτη τῆς συμβάσεως τὰ ἀρχόμενα ἀπὸ τῆς ἐνάρξεως τῆς λειτουργίας τῶν Σταθμῶν ἀσυρμάτου. Κατὰ τὰ ἑπόμενα ἔτη θὰ ἐξετάζηται ἀπὸ κοινοῦ παρὰ τοῦ Κράτους καὶ τῆς Ἑταιρείας τὸ δυνατὸν τῆς μειώσεως τοῦ ἀνωτέρω ποσοῦ ὅτε, πραγματοποιουμένης ταύτης, ὡς ἔξοδα ἐκμεταλλεύσεως θὰ ὑπολογίζηται τὸ οὕτω μειωμένον ποσόν.

2) Θὰ καταβάλληται εἰς τὴν Ἑταιρείαν ποσὸν ἱκανὸν ὅπως ἐξυπηρετῇ τὸ ἑκάστοτε μὴ ἀποσβεσθὲν κεφάλαιον ἐγκαταστάσεων τῆς Ἑταιρείας πρὸς 7 ο)ο ἐτησίως.

3) 10 ο)ο ἐκ τοῦ συνολικοῦ ποσοῦ τῶν ἐτησίων εἰσπράξεων ὅπερ θὰ περιέρχηται εἰς τὸ Κράτος καὶ ἐν ταὐτῷ θὰ καταβά-

Article 17.

The receipt and delivery of telegrams as also the collection of rates on same shall be effected by the State, who is obliged ex-officio to mark »Radio-Athens» on all telegrams without route indication destined to any places served by the Company's system and of its associated Companies.

The exterior telegrams will be accepted at the Offices of the State as long as they are written on the forms of the State service or on the Company's forms bearing Via Radio-Athens or on blank paper. Telegrams written on forms of any other telegraphic undertaking will not be accepted.

Article 18.

The rates, the route and the indication for all countries served by or through the medium of the company and its associated Companies will be published in the tariffs issued by the State Telegraph Service.

Article 19.

During the intervening period from the effect of the present Convention up to the commencement of operation of the Wireless Stations the cable receipts realised for account of the Company shall go totally to the Company being settled in the same manner as the last indebtedness from such rates to the company prior to the signing of the present Convention was settled.

From the commencement of the operation of the wireless Stations to be installed the Company shall be obliged to deliver to the State, within four months from the close of each calendar year, beginning from January Ist, a written statement showing in Pounds Sterling the receipts realised by the Athens Stations system during the same year,or in case the wireless Stations were not exploited by the company during the entire year(either because this Convention commenced ore ceased to be effective within the year,or because the wireless stations came into operation during the year or because they came into the use of the State in accordance with Art. 11 as above) the receipts for that part of the year during which the Stations were exploited by the Company.

Of the total annual receipts as same are fixed in Appendix II belonging to the Station system of Athens (wireless telegraph wireless telephone and cables) realised from radio rates and cable rates, an analysis of which is contained in Annex 2 attached to the present Convention as long as application of Art. 11 has not taken place, the following distribution shall be made in the order given:

1. Exploitation expenses shall be paid to the Company which are standardly fixed at Pounds Sterling 32.500 per annum for the first five years of the Convention beginning from the commencement of operation of the Wireless Stations. In the following years the possibility will be examined by the State and the Company in common of reduction of the said amount when if same is effected as exploitation expenses will be calculated the amount thus reduced.

2. Sufficient amount will be paid to the Company for the service of the not written off capital of installations of the Company at 7o)o per annum.

3. 10o)o out of the total amount of the annual

ληται εἰς τὴν Ἑταιρείαν πρὸς ἀπόσβεσιν τοῦ Κεφαλαίου.

4) 5 ο)ο ἐπὶ τοῦ συνόλου τῶν ἐτησίων εἰσπράξεων θὰ περιέρχηται εἰς τὸ Κράτος ἔναντι τῶν παρ' αὐτοῦ ἀναλαμβανομένων ὑποχρεώσεων βάσει τοῦ ἄρθρου 9 τῆς παρούσης συμβάσεως.

5) Θὰ καταβάλλωνται εἰς τὴν Ἑταιρείαν 5 ο)ο ἐπὶ τοῦ συνόλου τῶν ἐτησίων εἰσπράξεων πρὸς ἀπόσβεσιν καὶ μέχρις ἀποσβέσεως ποσοῦ δραχ. 13.104.000 δέκα τριῶν ἑκατομμυρίων ἑκατὸν τεσσάρων χιλιάδων, πλέον ἁπλοῦν τόκον 7 ο)ο, ποσὸν τὸ ὁποῖον θὰ καταβάλῃ ἡ Ἑταιρεία συμφώνως μὲ τὸν ἐπισυναπτόμενον πίνακα «VI» μετὰ τὴν τελικὴν διαμόρφωσιν αὐτοῦ δι' ἀποφάσεως τοῦ ὑφυπουργοῦ τῆς Συγκοινωνίας διὰ πρόσθετον ἀποζημίωσιν ἀπολυθέντων ὑπ' αὐτῆς ἀπὸ τῆς 29ης Σεπτεμβρίου 1934 καὶ ἐφεξῆς συνεπείᾳ καταγγελίας συμβάσεως ἐργασίας Ὑπαλλήλων, καὶ μὴ ἐπαναπροσληφθέντων ὑπὸ τῆς Ἑταιρείας μέχρι σήμερον.

6) 2 ο)ο ἐκ τοῦ συνόλου τῶν ἐτησίων εἰσπράξεων θὰ κατατίθεται εἰς ἔντοκον ἀναπαλλοτρίωτον λογαριασμὸν ὑπὲρ τοῦ Κράτους ὑπὸ τὸν τίτλον «Κεφάλαιον ἀνακαινίσεως τῶν ραδιοηλεκτρικῶν ἐγκαταστάσεων».

Τὸ δὲ ἐναπομένον ὑπόλοιπον θὰ διανέμηται ἐξ ἴσου μεταξὺ Κράτους καὶ Ἑταιρείας.

Ἑκάστη ἐτησία χρῆσις θεωρεῖται αὐτοτελὴς καὶ μόνον κατ' ἐξαίρεσιν εἰς περίπτωσιν καθ' ἣν αἱ πρόσοδοι ἐτησίας τινος χρονικῆς περιόδου τοῦ συγκροτήματος τῶν Σταθμῶν Ἀθηνῶν δὲν ἐπαρκοῦσι πρὸς ὁλοσχερῆ καταβολὴν τῶν ὑπὸ τοὺς ἀριθ. 1 καὶ 2 κονδυλίων (δαπάναι ἐκμεταλλεύσεως καὶ τόκοι κεφαλαίου) τῆς περιόδου ταύτης, ἡ καταβολὴ τοῦ ὑπολοίπου θὰ γίνηται ἐκ τῶν προσόδων τοῦ ἀμέσως ἑπομένου ἔτους καὶ κατὰ σειρὰν προτεραιότητος αὐτῶν.

Ἡ ἀνωτέρω κατανομὴ θὰ ἰσχύσῃ ἀπὸ τῆς ἐνάρξεως τῆς λειτουργίας τῶν Σταθμῶν Ἀσυρμάτου.

Ἄρθρον 20.

Αἱ χερσαῖαι γραμμαὶ αἱ συνδέουσαι τὰ καλώδια τῆς Ἑταιρείας μὲ τοὺς Σταθμούς αὐτῆς θὰ χρησιμοποιῶνται ἀποκλειστικῶς ὑπὸ τῆς Ἑταιρείας. Ἐν περιπτώσει διακοπῆς τμήματος τοῦ καλωδίου τῆς Μάλτας, μεταξὺ Πειραιῶς καὶ Ζακύνθου ἢ τοῦ τῆς Ἀλεξανδρείας, μεταξὺ Πειραιῶς καὶ Σύρου, τὸ Κράτος θὰ διαθέτῃ πρὸς τὴν Ἑταιρείαν τὴν χρῆσιν ἑνὸς τῶν μισθωθέντων αὐτῷ καλωδίων πρὸς ἀναπλήρωσιν τοῦ διακοπέντος τμήματος προσωρινῶς καὶ μέχρις ἄρσεως τῆς διακοπῆς.

Ἄρθρον 21.

Τὸ Κράτος θὰ παρέχῃ εἰς τὴν Ἑταιρείαν τὸ δικαίωμα νὰ λαμβάνῃ γνῶσιν ὅλων τῶν τηλεγραφικῶν διευθύνσεων τῶν ἀναγεγραμμένων εἰς τοὺς καταλόγους τοῦ Τηλεγραφείου Ἀθηνῶν, ὡς ἐπίσης καὶ πάσης ἐκάστοτε ἐπερχομένης εἰς αὐτὰς μεταβολῆς ἢ προσθήκης.

Ἄρθρον 22.

Τὸ τέλος χαρτοσήμου διὰ τὴν σύνταξιν τῆς παρούσης συμφωνίας ὁρίζεται εἰς δραχμὰς 1000. Διὰ πᾶσαν ἄλλην σύμβασιν ἢ πρᾶξιν, τὴν ὁποίαν δυνάμει ἢ ἐντὸς τῶν ὁρίων τῆς παρούσης συμφωνίας ἡ Ἑταιρεία ἤθελε συνάψῃ εἴτε μετὰ τοῦ Κράτους εἴτε μετὰ τρίτων, τὰ τέλη χαρτοσήμου δὲν δύνανται νὰ ὑπερβαίνωσι τὰς 1000 δραχμάς.

Τὰ ἀναγκαιοῦντα διὰ τὴν ἵδρυσιν τῶν ἐν ἄρθρῳ 3 τῆς παρούσης προβλεπομένων Σταθμῶν Ἀσυρμάτου μηχανήματα, ὑλικὰ ἐν γένει, ὡς ταῦτα ἐνδεικτικῶς προβλέπονται εἰς τὸ ἄρθρον 32, ὡς ἐπίσης καὶ ἐκεῖνα τὰ εἰς τὸ μέλλον ἀπαιτηθησόμενα μηχανήματα καὶ ὑλικὰ ἐν γένει τῶν αὐτῶν Σταθμῶν, εἶναι ἐλεύθερα παντὸς εἰσαγωγικοῦ δασμοῦ, ἢ τέλους οἱασδήποτε φύσεως, δημοσίου, λιμενικοῦ ἢ δημοτικοῦ φόρου, ὡς καὶ πάσης εἰσφορᾶς ἢ τέλους ὑπὲρ οἱουδήποτε φιλανθρωπικοῦ ἱδρύματος ἢ Ταμείου. Ἐπίσης ἡ Ἑταιρεία ἀπαλλάσσεται παντὸς

receipts which shall go to the State and shall at the same time be paid to the Company for the writing off of the capital.

4. 5o)o of the total annual receipts shall go to the State against the obligations undertaken by it in accordance with article 9 of the present Convention.

5. 5o)o of the total annual receipts shall be paid to the Company for the writing off of Drs. 13.104.000 plus flat interest at 7o)o which amount the Company will pay in accordance with the attached Statement «VI» after its final completion by act of the Under Secretary of Communications for additional indemnification of employees dismissed by it from September 29, 1934 and onwards because of cancellation of the working agreements and not re-engaged by the Company up to this date.

6. 2o)o of the total annual receipts shall be deposited in an interest bearing unexpropriable account in favour of the State under the title »Capital for renovation of the radioelectric installation»

The balance will be divided equally between the State and the Company.

Each operating year shall be considered independently and only exceptionally in case the receipts of any one year of the Athens Stations system will not be sufficient for the full payment of items No. 1 and 2 (exploitation expenses and capital interest) for the said year the balance shall be paid from the receipts of the next year by order of priority.

The above distribution shall be effective from the commencement of operation of the wireless Stations

Article 20.

The landlines connecting the Company 's cables with its Stations will be utilised exclusively by the Company. In case of interruption of a section of the Company's through cablé route to Malta, between Piraeus and Zante, or to Alexandria, between Piraeus and Syra the State will assist the Company by temporarily handing back one of the leased cables to replace the interrupted section until its restoration.

Article 21.

The State will grant the Company the right to take knowledge of all the telegraphic addresses registered in the directories of the Athens Telegraph Office as also of any alterations or additions made from time to time.

Article 22.

The fee stamp dues for the drawing up of the present Convention are fixed at Drs.1000. For any other contract or deed which the Company might sign by virtue or within the limits of the present Convention either with the State or with third parties the fee-stamp charges cannot exceed Drs. 1000.

The machinery, materials in general as specifically provided for in Article 32 required for the formation of the Company's Wireless Stations provided for in Art.3 of the present as also the machinery and material of the same Stations that shall be required in future, will be free of any import duty or dues of any nature whatsoever, state, port or municipal taxes as also of any contributions or dues in favour of benevolent institutions or Funds. The Company is also exempted from any dues

τέλους φόρου ἢ δασμοῦ διὰ τὰς κατὰ τὴν παροῦσαν σύμβασιν τεχνικὰς ἐγκαταστάσεις αὐτῆς ὡς καὶ τὴν χρῆσιν τῆς ἐπιφανείας τῶν παραχωρηθησομένων αὐτῇ γηπέδων ἐπίσης δὲ καὶ δι' ἁπάσας τὰς ἐκ τῶν ἐργασιῶν της εἰσπράξεις.

Τὰ χρησιμοποιούμενα ὑπὸ τῆς Ἑταιρείας πλοῖα διὰ τὴν ἐργασίαν τοποθετήσεως καὶ ἐπισκευῆς τῶν καλωδίων ἀπαλλάσσονται παντὸς φόρου, λιμενικοῦ τέλους ἢ οἱουδήποτε τέλους.

Διὰ τὰ ὑπὸ τοῦ Δημοσίου καταβαλλόμενα ποσὰ χρημάτων πρὸς ἐκτέλεσιν τῆς παρούσης συμφωνίας ἡ Ἑταιρεία ἀπαλλάσσονται παντὸς φόρου, λιμενικοῦ τέλους ἢ ἄλλου οἱουδήποτε τέλους.

Ἄρθρον 23.

Τὸ Κράτος δικαιοῦται νὰ παρακολουθῇ καὶ ἐλέγχῃ τὴν λειτουργίαν τῶν ἐγκαταστάσεων τῆς Ἑταιρείας καὶ τὴν ἐκμετάλλευσιν αὐτῶν δι' εἰδικῶν κρατικῶν ὑπαλλήλων καὶ νὰ λαμβάνῃ γνῶσιν πάντων τῶν στοιχείων ὡς καὶ τῶν ἀφορώντων τὴν διαβατικὴν ἀνταπόκρισιν.

Ἡ Ἑταιρεία ὑποχρεοῦται νὰ ἐπιτρέπῃ ἀκωλύτως εἰς τοὺς εἰδικῶς ἐντεταλμένους διὰ τὸν ἀνωτέρω σκοπὸν κρατικοὺς ὑπαλλήλους τὴν ἐλευθέραν εἴσοδον εἰς τοὺς σταθμοὺς καὶ τὰ Γραφεῖα αὐτῆς ὁποτεδήποτε τῆς ἡμέρας καὶ τῆς νυκτὸς καὶ νὰ παρέχῃ αὐτοῖς πᾶσαν συνδρομὴν καὶ πᾶν στοιχεῖον πρὸς διευκόλυνσιν τοῦ ἔργου των.

Ἄρθρον 24.

Αἱ ἑκάστοτε ἐν ἰσχύϊ Διεθνεῖς Συμβάσεις καὶ Κανονισμοὶ καὶ οἱ Νόμοι. τὰ Διατάγματα καὶ οἱ Κανονισμοὶ τοῦ Κράτους. ὡς ἐπίσης καὶ πᾶσαι αἱ τὴν τηλεγραφικὴν καὶ τηλεφωνικὴν Ὑπηρεσίαν διέπουσαι διατάξεις Νόμων καὶ Διαταγμάτων καὶ Ἀστυνομικῶν Κανονισμῶν, ἰσχύουσι καὶ διὰ τὴν Ἑταιρείαν καὶ ἅπαν τὸ προσωπικὸν αὐτῆς, ὡς ἐὰν αὕτη ἦ Ἑλληνικὴ Ἑταιρεία, ἐκτὸς τῶν εἰδικῶς διὰ τῆς παρούσης Συμβάσεως προβλεπομένων περιπτώσεων.

Ἄρθρον 25.

Οἱαδήποτε διαφορὰ προκύπτουσα ἐκ τῆς παρούσης Συμβάσεως μεταξὺ τοῦ Κράτους καὶ τῆς Ἑταιρείας, θὰ διακανονίζηται ὑπὸ τοῦ Δικαστηρίου τῶν ἐν Ἀθήναις Ἐφετῶν, τὸ ὁποῖον θὰ δικάζῃ τὴν ὑπόθεσιν συνεδριάζον ἐν ὁλομελείᾳ ὡς Διαιτητικὸν Δικαστήριον κατὰ τὴν κρίσιν του, συμφώνως πρὸς τὰς διατάξεις τῆς παρούσης Συμβάσεως. ἀλλὰ χωρὶς νὰ δεσμεύηται ὑπὸ οἱασδήποτε διατάξεως Νόμου, οὐσίας ἢ διαδικασίας. Ἡ ἀπόφασις τοῦ Δικαστηρίου τῶν ἐν Ἀθήναις Ἐφετῶν θὰ εἶναι τελεσίδικος καὶ ἀμετάκλητος δι' ἀμφότερα τὰ συμβαλλόμενα μέρη.

Αἱ δαπάναι τῆς τοιαύτης διαιτησίας θὰ βαρύνωσι ἐξ ἴσου ἀμφοτέρους τοὺς συμβαλλομένους.

Ἄρθρον 26.

Τὸ Κράτος ἀναγνωρίζει τὴν ὑποκατάστασιν τῆς Cable and Wireless Ltd εἰς τὰς ὑποθέσεις τῆς Ἀνατολικῆς Τηλεγραφικῆς Ἑταιρείας ἐν Ἑλλάδι τὰς λαβούσας χώραν πρὸ τῆς χρονολογίας τῆς ἐνάρξεως τῆς ἰσχύος τῆς παρούσης Συμβάσεως.

Ἄρθρον 27.

Ἡ Ἀνατολικὴ Τηλεγραφικὴ Ἑταιρεία παρίσταται ἐνταῦθα ὡς τρίτη καὶ δηλοῖ ὅτι, λαβοῦσα πλήρη γνῶσιν ὅλων τῶν ὅρων τῆς παρούσης Συμβάσεως συμφωνεῖ πρὸς τούτους καὶ ἀναγνωρίζει πλήρως τὴν ἐν αὐτῇ ἀναφερομένην μεταβίβασιν πάντων τῶν δικαιωμάτων της ἐκ τῆς Συμβάσεως τῆς κυρωθείσης διὰ τοῦ Ν. Δ. τῆς 10 Ἰουλίου 1926 μεταξὺ αὐτῆς καὶ τοῦ Κράτους, καθ' ἃ διὰ τῆς παρούσης Συμβάσεως διαρρυθμίζεται αὕτη. καὶ ἥτις Σύμβασις παύει ἔχουσα οἱανδήποτε ἰσχὺν ἀπὸ τῆς κυρώσεως τῆς παρούσης Συμβάσεως.

taxes or duties on its technical installations in accordance with the present Convention as also for the use of the surface of the sites to be ceded to it as also on all its collections from its operations.

Vessels used by the Company in connection with the work of laying and repairing of cables are free of any tax, port dues or any other dues whatsoever.

For the amounts of money paid by the State in execution of the present Convention the Company is exempted from any tax or fee-stamp charge or any kind of dues in general.

Article 23.

The State is entitled to follow and check up the operation of the installations of the Company and their exploitation through special State employees and take knowledge of all the facts, as also those concerning transit correspondence.

The Company is obliged to allow without hinderance to the State employees specifically delegated for the above purpose free entrance to its Stations and Offices at all hours of the day and the night and to give them every assistance and information to facilitate them in their work.

Article 24.

The International Conventions and Regulations in force at each time, and the Laws, Decrees and Regulations of the State as well as all the provisions of the laws, decrees and Police Regulations governing the Telegraph and Telephone service of the State, also apply to the Company and its entire personnel as if it were a native Company, except in the cases specially provided for in the present Convention.

Article 25.

Any difference arising between the State and the Company from the present Convention will be settled by the Court of Appeals of Athens which will decide in full session the case as an Arbitrative Court according to its judgment and in compliance with the provisions of the present Convention, but without being bound by any provision whatsoever of any law regarding substance or formalities. The decision of the Court of Appeals of Athens will be definite and irrevocable for both contracting parties.

The expenses of such arbitration will be borne equally by both contracting parties.

Article 26.

The State acknowledges the substitution of the Cable and Wireless Limited in the affairs of the Eastern Telegraph Company Ltd. in Greece effected prior to the date on which the present Convention enters into force.

Article 27.

The Eastern Telegraph Company Ltd. here present as a third party declares that having taken knowledge of all the terms and conditions of the present Convention it agrees with same and fully acknowledges the transfer mentioned therein of all its rights from the Convention ratified by the Legislative Decree of July 10th, 1926 between it and the State as modified by the present Convention which Convention ceases to have any effect whatsoever from date of ratification of the present Convention.

Ἡ ἐκκαθάρισις καὶ ἐξόφλησις τῶν μέχρι τῆς κυρώσεως τῆς παρούσης Συμβάσεως ὀφειλομένων ὑπὸ τοῦ Κράτους ποσῶν πρὸς τὴν «Ἀνατολικὴν Τηλεγραφικὴν Ἑταιρείαν Ἀτδ» καὶ ἀντιστρόφως, ἐκ τῆς ἐκτελέσεως τῆς μνησθείσης μετ' αὐτῆς Συμβάσεως τοῦ Κράτους ἐκ τελῶν διὰ τηλεγραφικὰς ἀνταποκρίσεις, ἐπισκευὰς καὶ συντήρησιν καλωδίων, ἐνοικίων, ὡς καὶ πάσης ἄλλης αἰτίας ρητῶς ἀναφερομένης ἐν τῇ Συμβάσει ταύτῃ, θέλει γίνῃ ἐντὸς δύο μηνῶν ἀπὸ τῆς ἐπικυρώσεως τῆς παρούσης, πᾶν δὲ τυχὸν ὀφειλόμενον ὑπὸ τοῦ Κράτους ποσὸν πρὸς τὴν Ἀνατολικὴν Τηλεγραφικὴν Ἑταιρείαν θέλει ἐξοφληθῇ ὡς προβλέπεται ἐν ἄρθρῳ 19 παράγραφος πρώτη.

Ἄρθρον 28.

Πρὸς ἐνάσκησιν τῶν δικαιωμάτων τῶν ἐκ τῆς παρούσης συμβάσεως πηγαζόντων καὶ ἐκτέλεσιν τῶν ἐξ αὐτῆς ἀπορρεουσῶν ὑποχρεώσεων τῆς Ἑταιρείας αὕτη θεωρεῖται ἔχουσα τὴν ἕδραν αὐτῆς ἐν Ἀθήναις, ἔνθα ἡ Ἑταιρεία ὑποχρεοῦται νὰ διατηρῇ ἀντιπρόσωπον μὲ γενικὴν πληρεξουσιότητα πρὸς διακανονισμὸν οἱουδήποτε ζητήματος ὅπερ ἤθελε τυχὸν προκύψῃ κατὰ τὴν ἐφαρμογὴν τῆς παρούσης Συμβάσεως.

Ἄρθρον 29.

Τὸ Κράτος παραιτεῖται ὅλων τῶν δικαιωμάτων, ἀπαιτήσεων καὶ ἀξιώσεων μετὰ τῶν συναφῶν ἀγωγῶν του ἐκκρεμουσῶν ἐνώπιον οἱουδήποτε Δικαστηρίου ἢ διαιτησίας, τῶν ὑφισταμένων κατὰ τὴν χρονολογίαν τῆς ὑπογραφῆς τῆς παρούσης συμβάσεως, ἐξ οἱασδήποτε αἰτίας ἢ λόγου εἴτε κατὰ τῆς Ἀνατολικῆς Τηλεγραφικῆς Ἑταιρείας Λίμιτεδ, εἴτε κατὰ τῆς «Cable and Wireless Limited» ἢ οἱασδήποτε ἐξ αὐτῶν, ὡς ἐπίσης καὶ αἱ ρηθεῖσαι Ἑταιρεῖαι παραιτοῦνται πάντων τῶν τοιούτων δικαιωμάτων καὶ ἀπαιτήσεων αὐτῶν ἔναντι τοῦ Κράτους οἱασδήποτε φύσεως οἱουδήποτε τοιούτου δικαιώματος ἢ ἀπαιτήσεως τοῦ ἑνὸς συμβαλλομένου ἀπέναντι τοῦ ἑτέρου θεωρουμένου ὡς ἀποσβεσθέντος ἀπὸ τῆς ὑπογραφῆς τῆς παρούσης συμβάσεως, ἐξαιρέσει παντὸς ποσοῦ ὅπερ τυχὸν θὰ ὀφείλεται ὑπὸ τοῦ Κράτους πρὸς τὴν Ἀνατολικὴν Τηλεγραφικὴν Ἑταιρείαν Ἀτδ. ἢ ἀντιθέτως ἐν σχέσει πρὸς τὸν διακανονισμὸν τῶν τρεχόντων λογαριασμῶν, ὡς λεπτομερέστερον τοῦτο ὁρίζεται ἐν ἄρθρῳ 27ῳ παραγρ. 2 τῆς παρούσης. Συγκεκριμμένως τὸ Κράτος παραιτεῖται τῶν μέχρι τῆς ἡμέρας τῆς ἰσχύος τῆς παρούσης συμβάσεως ποσῶν ἐκ ποινικῆς ρήτρας ἐπιβληθείσης εἰς τὴν Ἀνατολικὴν Τηλεγραφικὴν Ἑταιρείαν διὰ τῶν ὑπ' ἀριθ. 286365 τῆς 9 Σεπτεμβρίου 1934, 286364 τῆς ἰδίας ἡμερομηνίας, 286369 τῆς 18ης Σεπτεμβρίου 1934 καὶ 255030 τῆς 3ης Αὐγούστου 1935 ἀποφάσεων ἐκδοθεισῶν μέχρι τοῦ μηνὸς Νοεμβρίου 1935 κατ' ἐφαρμογὴν τοῦ ἄρθρου 8 τῆς Συμβάσεως τοῦ 1926 ὡς καὶ παντὸς ἐν γένει ποσοῦ ὀφειλομένου εἰς τὸ Κράτος ὑπὸ τῆς Ἑταιρείας «Ἀνατολικὴ Τηλεγραφικὴ Ἑταιρεία Ἀτδ.» ἐκ ποινικῆς ρήτρας ἀπὸ τῆς 1ης Αὐγούστου 1935 μέχρι τῆς ἡμέρας τῆς ἰσχύος τῆς παρούσης Συμβάσεως διὰ τὴν αὐτὴν αἰτίαν. Ἐπίσης εἰδικώτερον τὸ Κράτος παραιτεῖται καὶ τῆς ἐκκρεμούσης ἀπὸ 30 Αὐγούστου 1929 καὶ ὑπ' ἀριθ. καταθέσεως 6400 τῆς 21ης Σεπτεμβρίου 1929 ἀγωγῆς του ἐνώπιον τοῦ Πρωτοδικείου Ἀθηνῶν καὶ καταργουμένης ὡς εἴρηται τῆς δίκης ὡς καὶ παντὸς ἐν αὐτῇ ἀναφερομένου δικαιώματος ἢ ἀξιώσεώς του.

Ἡ παρακράτησις ὑπὸ τοῦ Κράτους οἱουδήποτε ποσοῦ ὅπερ τοῦτο ὀφείλει ἢ ἐνδέχεται νὰ ὀφείλῃ εἰς τὴν Ἑταιρείαν ἐκ τῆς παρούσης συμβάσεως ἀπαγορεύεται, τῆς τοιαύτης παρακρατήσεως οὔσης ἀκύρου, ἐφ' ὅσον δὲν προηγήθη ταύτης ἡ διαδικασία τοῦ ἀνωτέρω ἄρθρου 25.

Ἄρθρον 30.

Τὸ Κράτος ἐπικυροῖ καὶ δέχεται ἐν πάσαις αὐτῆς ταῖς δια-

The liquidation and settlement of the amounts due by the State to the Eastern Telegraph Company Ltd. up to the ratification of the present Convention and vice versa of the State from execution of the said Convention for telegraph rates repair and maintenance of cables, rental as also from any other reason specifically mentioned in the said Convention shall be effected within two months from ratification of the present and any amount due by the State to the Eastern Telegraph Company shall be settled as provided for in Article 19, first paragraph.

Article 28.

For the exercising of the rights arising from the present Convention and for the discharge of the obligations of the Company emanating there from, the Company is considered as having its seat in Athens, where the Company is obliged to keep a Representative with full power of attorney for the settlement af any questions which might come up during the application of the present Convention.

Article 29.

The State waives all its rights claims, and demands of any nature whatsoever with its relative claims pending before any Court of Law or Arbitration existing at the time of signing of the present Convention from any cause or reason whatsoever either against the Eastern. Telegraph Company or against Cable and Wireless. Ltd. or against either of them as also the said Companies waive all such rights andclaims of theirs against the State of any nature whats oever any such rights or claims of one contracting party against the other being considered as having been written off from the date of signing of this Convention with the exception of any amounts that may be due by the State to the Eastern or vice–versa in connection with the settlement of the current accounts as more specifically defined in Art. 27 para. 2 of the present Convention. Specifically the State resigns from the amounts of penalty assessed on the Eastern Telegraph Company up to the date of effect of the present Convention by decisions Nos. 286365 of September 9th, 1934, 286364 of the same date, 286369 of September 18th, 1934 and 255030 of August 3rd, 1935, issued up to the month of Novembre 1935, by application of Art. 8 of the Convention of 1926 as also of any amount in general owed to the State by the Eastern Telegraph Co. Ltd. as penalty from August Ist, 1935 up to the date of effect of the present Convention for the same reason. Also more specifically the State resigns from its outstanding suit before the Court of First Instance of Athens of August 30th, 1929 lodged on September 21st, 1929 under No 6400 the suit being quashed as stated as also any rights or claims mentioned therein.

Detention by the State of any amounts whatsoever owed or to be owed by it to the Company under the present Convention is prohibited, any such detention being null and void as long as it has not been preceded by the procedure of Article 25 above.

Article 30.

The State ratifies and accepts in all its provisions the

τάξεσι τὴν συμφωνίαν τπερὶ ἀνταλλαγῆς ραδιοτηλεγραφικῶν καὶ ραδιοτηλεφωνικῶν ἀνταποκρίσεων» τὴν ἀναφερομένην ἐνταῦθα ὑπὸ τὸν τίτλον «Traffic Argeement» ἀντίγραφον τῆς ὁποίας προσαρτᾶται εἰς τὴν παροῦσαν Σύμβασιν ἀποτελοῦσαν μετ' αὐτῆς ἓν ἀναπόσπαστον ὅλον.

Ἄρθρον 31.

Πιστὴ μετάφρασις τῆς παρούσης Συμβάσεως παρατίθεται καὶ εἰς τὴν Ἀγγλικὴν γλῶσσαν, ἀμφότερα δὲ τὰ κείμενα Ἑλληνικὸν καὶ Ἀγγλικὸν δημοσιευθήσονται διὰ τῆς Ἐφημερίδος τῆς Κυβερνήσεως.

Ὡς αὐθεντικὸν ὅμως κείμενον εἰς περίπτωσιν ἀμφιβολίας ἢ ἀμφισβητήσεως περὶ τὴν ἀκριβῆ ἔννοιαν καὶ σημασίαν οἱουδήποτε τῶν ὅρων τῆς προκειμένης Συμβάσεως θεωρεῖται καὶ λαμβάνεται ὑπ' ὄψει μόνον τὸ Ἑλληνικὸν τοιοῦτον.

Ἄρθρον 32.

Τὰ κεφάλαια τῆς Ἑταιρείας τὰ ὁποῖα θὰ ἐξυπηρετηθῶσι καὶ ἀποσβεσθῶσι κατὰ τὰς διατάξεις τῆς παρούσης, ἀπαρτίζονται ἐκ τῶν κάτωθι στοιχείων:

1) Ἐκ τοῦ ποσοῦ τοῦ διατεθησομένου διὰ τὴν προμήθειαν καὶ ἐγκατάστασιν τῶν μηχανημάτων, κεραιῶν καὶ ὑλικῶν τῶν πομπῶν καὶ δεκτῶν τῶν σταθμῶν ἀσυρμάτου τηλεγράφου καὶ τηλεφώνου καὶ τῶν ἐν τῷ Τηλεγραφείῳ καὶ τῷ Ὑπεραστικῷ Κέντρῳ ἀναγκαιούντων μηχανημάτων διὰ τὴν λειτουργίαν τῆς ἀσυρμάτου τηλεγραφικῆς καὶ τηλεφωνικῆς ἀνταποκρίσεως συμφώνως πρὸς τὴν προσηρτημένην τῇ παρούσῃ συμβάσει περιγραφὴν καὶ συγγραφὴν ὑποχρεώσεων.

Τὸ ποσὸν τοῦτο ὁρίζεται εἰς λίρας Ἀγγλίας ἑξήκοντα ὀκτὼ χιλιάδας ἑκατὸν ὀκτώ (ἀριθ. 68.108).

2) Τῶν δαπανῶν εἰς ἃς θὰ ὑποβληθῇ ἡ Ἑταιρεία τὰς μὴ δυναμένας ἀμέσως νὰ προβλεφθῶσιν, ἀναφορικῶς:

α) Μὲ τὴν ἀξίαν τῆς ἀνεγέρσεως τῶν κτιρίων ἐν γένει ἀμφοτέρων τῶν σταθμῶν ἀσυρμάτου, ὡς καὶ τῶν ἐνδιαιτημάτων τοῦ προσωπικοῦ μετὰ τῶν ἐν αὐτοῖς σκευῶν καὶ ἐπίπλων καὶ τῆς ἀμοιβῆς τοῦ ἀρχιτέκτονος, τῆς θεμελιώσεως τῶν ἱστῶν τῶν κεραιῶν καὶ ἐν γένει μηχανῶν, τῆς δεξαμενῆς ὕδατος, συστήματος ἀντλήσεως, συναφῶν ἀγωγῶν κλπ. ἐξαρτημάτων.

β) Μὲ τὴν ἀξίαν τῆς προμηθείας τῆς ἐγκαταστάσεως τῶν γραμμῶν ζεύξεως μεταξὺ τῶν σταθμῶν ἀσυρμάτου καὶ τοῦ Τηλεγραφικοῦ Κέντρου ὡς καὶ τοῦ ὑπεραστικοῦ κέντρου ἐν Ἀθήναις, τῆς προμηθείας καὶ ἐγκαταστάσεως γραμμῶν παροχῆς ἠλεκτρικῆς ἐνεργείας μετὰ τοῦ ὑποσταθμοῦ μετατροπῆς (transformer), πινάκων διανομῆς κλπ. τῶν ἐκφορτωτικῶν ἐξόδων (ἐὰν ὑπάρχωσι τοιαῦτα) ὡς καὶ ἐκείνων μεταφορᾶς τοῦ ὑλικοῦ εἰς τὰ γήπεδα.

γ) Μὲ τὴν ἀξίαν πάσης περαιτέρω προσθήκης τυχὸν γενησομένης εἰς ἀμφοτέρους τοὺς σταθμοὺς ἀσυρμάτου ἀπὸ καιροῦ εἰς καιρὸν συνεπείᾳ ἀμοιβαίας συνεννοήσεως μεταξὺ Κράτους καὶ Ἑταιρείας. Ἐπίσης μὲ πᾶν ποσὸν τὸ ὁποῖον ἡ Ἑταιρεία ἤθελε προκαταβάλει εἰς τὸ Κράτος συναφῶς μὲ τὴν ἐγκατάστασιν τῶν ὑπηρεσιῶν τούτων ὡς καὶ μὲ πᾶν ποσόν, τὸ ὁποῖον παρὰ τὸ ἀνωτέρω ἄρθρον 22ον ἡ Ἑταιρεία ἤθελε πληρώσῃ λόγῳ εἰσαγωγικοῦ δασμοῦ, τέλους οἱασδήποτε φύσεως, δημοτικοῦ ἢ λιμενικοῦ φόρου συναφῶς μὲ τὴν εἰσαγωγὴν τῶν ἄνω ὑλικῶν ἢ τὴν ἐκμετάλλευσιν ὑπὸ τῆς Ἑταιρείας τῶν παραχωρηθησομένων εἰς αὐτὴν γηπέδων, κτιρίων καὶ σταθμῶν ἀσυρμάτου ὡς καὶ τὰς ὑπ' αὐτῆς διεξαγομένας ἐργασίας τῆς τηλεγρσφικῆς ἀνταποκρίσεως ἐν Ἑλλάδι δυνάμει καὶ εἰς ἐκτέλεσιν τῆς παρούσης συμβάσεως. Τὸ σύνολον τῶν ποσῶν τούτων θὰ ἐξακριβοῦται ἀπολογιστικῶς συνεπείᾳ ἀμοιβαίας συμφωνίας τοῦ Κράτους καὶ τῆς Ἑταιρείας καὶ θὰ προστίθεται εἰς τὸ ἄθροισμα τῆς προηγουμένης παραγράφου.

3) Μὲ τὸ ποσὸν τὸ ἀντιπροσωπεῦον τὸ μήπω ἀποσβεσθὲν κεφάλαιον τῶν καλωδίων Ἀθηνῶν—Πειραιῶς—Ζακύνθου—

agreement with regard to the exchange of radiotelegraphic and radiotelephonic communications mentioned herein under the title »Traffic Agreement» a copy of which is annexed to the present Convention and forms with it an inseparable whole.

Article 31.

An exact translation of the present Convention in English is annexed, and both texts, Greek and English, shall be published in the Government Gazette.

As authentic text, however, in case of doubt or dispute as to the correct meaning and sense of any one of the conditions of the present Convention shall be regarded and taken into consideration the Greek text only.

Article 32.

The capital of the Company which will be served and will be written off in accordance with the provisions of the present consists of the following items:

1. Of the amount to be disposed of for the supply and installation of the machinery, aerials and material of trasmitting and receiving sets of the wireless telegraph and telephone Stations, and the machinery required in the Telegraph Office and the inter-urban Center for the operation of the wireless telegraph and telephone communications, in accordance with the description and terms of obligation attached to the present Convention. This amount is fixed at Pounds Sterling 68,108.

2. Of the expenses to be incurred by the Company which cannot be immediately foreseen in connection with.

(a) Cost of erection of the buildings in general of both Wireless Stations as also of the quarters of the Staff with the furniture and fittings therein and the Architects fees, the foundation of the columns of the aerials and of the machines in general, also of the water receiving and pumping plant, pipe-lines etc.

(b) Of the value of supply of installation of landlines connecting the Stations and the CTO and inter urban Center in Athens, electric power supply line and transformer distribution tables etc. landing charges (if any) and transport of the materials to the sites.

(c) Of the value of any further addition which from time to time may be made to both Stations upon mutual agreement between the State and the Company Also any amount which the Company would advance to the State in connection with the installation of these services as well as of any amount which against he said Article 22 the Company would pay for import duty tax or other dues, municipal or port taxes in respect to the said articles or the exploitation by the Company of the sites, buildings and wireless stations and the exploitation conducted by the Company of the telegraph communication in Greece by virtue of the present Convention. The total of these amounts would be estimated by mutual agreement between the State and the Company and will be added to the figure given in the preceding paragraph.

3. Of the amount representing the non written off capital of the Athens-Piraeus-Zante-Malta and the Athens-Piraeus-Syra-Sitia-Alexandria cables which agreed to be fixed at Pounds Sterling 20.000 for both cables and which amount will be served with an interest of 7 o)o per annum. It is specifically agreed the amortization of the capital of the above two cables w

Μάλτας καὶ Ἀθηνῶν—Πειραιῶς—Σύρου—Σητείας—Ἀλεξανδρείας, ὅπερ συμφωνεῖται ὅπως ὁρισθῇ εἰς 20.000 λίρας Ἀγγλίας δι' ἀμφότερα τὰ καλώδια, καὶ ὅπερ ποσὸν θὰ ἐξυπηρετῆται μὲ τόκον πρὸς 7 ο)ο ἐτησίως. Εἰδικῶς συνομολογεῖται ὅτι ἀπόσβεσις τοῦ κεφαλαίου τῶν ἀνωτέρω δύο καλωδίων δὲν θὰ γίγνηται καὶ ὅτι ταῦτα κατὰ τὴν λῆξιν τῆς συμβάσεως θὰ παραμένωσιν εἰς τὴν ἀποκλειστικὴν κυριότητα τῆς Ἑταιρείας.

Ἄρθρον 33.

Διάρκεια τῆς Συμβάσεως.

Ἡ διάρκεια τῆς παρούσης συμβάσεως ὁρίζεται δεκαεξαετὴς ἀπὸ τῆς ἰσχύος αὐτῆς ὁπότε ἡ κατὰ τὰς διατάξεις ταύτης συσταθεῖσα σχέσις μεταξὺ Κράτους καὶ Ἑταιρείας τερματίεται, τῆς Ἑταιρείας ἀποχωρούσης ἐξ Ἑλλάδος, ἅπασαι δὲ αἱ ἐγκαταστάσεις περὶ ὧν τὸ ἄρθρον 3 μετὰ τῶν κτιρίων περιέρχονται ἐξ ὁλοκλήρου καὶ ἐν πλήρει καὶ κανονικῇ καταστάσει λειτουργίας εἰς τὴν κυριότητα τοῦ Κράτους.

Ἐὰν ἤθελεν ἀπομείνῃ ὑπόλοιπον μὴ ἀποσβεσθέντος κεφαλαίου καταβάλλεται τοῦτο εἰς τὴν Ἑταιρείαν τοῖς μετρητοῖς ὑπὸ τοῦ Κράτους ὅπερ ὑποχρεοῦται νὰ δηλώσῃ τοῦτο εἰς τὴν Ἑταιρείαν πρὸ ἑνὸς πλήρους ἡμερολογιακοῦ ἔτους.

Ἐφ' ὅσον δὲ τὸ Κράτος δὲν προβῇ εἰς τὴν τοιαύτην δήλωσιν ἢ δηλῶσαν δὲν καταβάλῃ εἰς τὴν Ἑταιρείαν τὸ μὴ ἀποσβεσθὲν ποσὸν μέχρι τῆς ἡμέρας τῆς λήξεως τῆς δεκαεξαετίας θὰ ἐπέρχηται πενταετὴς παράτασις τοῦ χρόνου τῆς συμβάσεως ὑπὸ τοὺς αὐτοὺς ὅρους τῆς παρούσης, τὸ αὐτὸ δὲ ἐνδεχομένως θὰ ἐπαναλαμβάνηται καὶ εἰς τὸ τέλος ἑκάστης πενταετίας.

Ἀπὸ τοῦδε συμφωνεῖται ὅτι ληγούσης κατὰ τ' ἀνωτέρω εἰς τὸ τέλος τοῦ 16ου ἔτους τῆς ἰσχύος τῆς παρούσης συμβάσεως ἢ εἰς τὸ τέλος τῆς παρατάσεως τῆς συμβάσεως, τὰ συμβαλλόμενα μέρη θὰ ἐξακολουθήσωσι συνεργαζόμενα ἐν τῇ διαχειρίσει τῶν διεθνῶν ἀνταποκρίσεων συμφώνως πρὸς τὰς διατάξεις τῆς προσηρτημένης τῇ παρούσῃ «Συμφωνίας ἀνταποκρίσεως» ἥτις κυρωθήσεται μετὰ τῆς κυρίας συμβάσεως καὶ θὰ τεθῇ αὐτοδικαίως ἐν ἐφαρμογῇ ἐπὶ διάρκειαν 15 ἐτῶν ἀπὸ τῆς λήξεως αὐτῆς, δυναμένην νὰ παρατείνηται ἀνὰ πᾶσαν ἐφεξῆς πενταετίαν.

Συμφωνεῖται ἐπίσης ὅτι τὸ Κράτος δὲν θὰ δικαιοῦται νὰ ἐπέμβῃ εἰς τὴν λειτουργίαν τῶν Σταθμῶν Ἀσυρμάτου ἢ νὰ ἀφαιρέσῃ ἐξ αὐτῶν οἱανδήποτε ἐγκατάστασιν ἢ συσκευὴν διαρκούσης τῆς ἰσχύος τῆς Συμβάσεως ταύτης, καίτοι θὰ εἶχε συμπληρώσῃ τὴν ἐξαγορὰν τῶν Σταθμῶν.

Ἄρθρον 34.

Ἡ παροῦσα Σύμβασις τίθεται ἐν ἰσχύϊ ἀπὸ τῆς ἡμέρας τῆς δημοσιεύσεως ἐν τῇ Ἐφημερίδι τῆς Κυβερνήσεως τοῦ κυρώσαντος αὐτὴν Νόμου, ὁπότε θέλει τερματισθῇ ἡ διάρκεια τῆς ἰσχύος τῆς Συμβάσεως τῆς κυρωθείσης διὰ τοῦ Νομοθετικοῦ Διατάγματος τῆς 10ης Ἰουλίου 1926 μεταξὺ Κράτους καὶ Ἀνατολικῆς Τηλεγραφικῆς Ἑταιρείας Λίμιτεδ.

Ἡ παροῦσα συνετάγη εἰς τριπλοῦν.

Ἐν Ἀθήναις τῇ 29 Ἀπριλίου 1937.

Ὁ Ὑφυπουργὸς τῆς Συγκοινωνίας
ΚΩΝΣΤ. ΝΙΚΟΛΟΠΟΥΛΟΣ

Ο ΑΝΤΙΠΡΟΣΩΠΟΣ ΤΗΣ ΕΤΑΙΡΕΙΑΣ
«ΚΕΪΜΠΛ ΚΑΙ ΓΟΥΑΪΡΛΕΣ ΛΙΜΙΤΕΔ»
CABLE AND WIRELESS LTD
ΕΡ. Ο. ΓΚΡΑΝΤ

Ο ΑΝΤΙΠΡΟΣΩΠΟΣ ΤΗΣ ΑΝΑΤΟΛΙΚΗΣ
ΤΗΛΕΓΡΑΦΙΚΗΣ ΕΤΑΙΡΕΙΑΣ ΛΙΜΙΤΕΔ
EASTERN TELEGRAPH Co LTD
ΝΟΕΛ Ι. Σ. ΛΟΩΣΟΝ

not be made and that upon expiration of the Convention these cables shall remain in the exclusive ownership of the Company.

Article 33.

Duration of the Convention.

The duration of the present Convention is fixed at 16 years from date of its effect, when the relationship between the State and the Company established in accordance with the provisions thereof is terminated the Company leaving Greece, and all the installations referred to in Article 3 with the buildings coming free of charge and in full and regular working condition into the ownership of the State.

Should there have remained any balance of capital not amortized this is paid to the Company by the State in cash, the State being obliged to declare this to the Company one full calendar year in advance.

If the State does not make such declaration, or having made such declaration does not pay to the Company the amount not amortized up to the date of expiration of the sixteen years' period an extension takes place of the time of the Convention for a further period of five years under the same conditions of the present, and the same thing will eventually be repeated at the end of each period of five years.

It is agreed from now that after the expiration of the effect of the present Convention as above at the end of the 16th year, or at the end of the extension of the Convention, the contracting parties shall continne cooperating in the exchange of international communications in accordance with the provisions of the «Traffic Agreement» annexed to the present Convention, which shall be ratified together with the main Convention and shall be put in application by its own right for a period of 15 years from the expiration of same, being, renewable every five years after that.

It is also agreed that the State will not be entitled to interfere with the operation of the Wireless Stations or take away from them any installation or apparatus during the effect of this Convention, although it may have completed the purchase of the Stations.

Article 34.

The present Convention is put into effect from the date of publication in the Governemnt Gazette of the Law ratifying it, when will cease to be in effect the Convention ratified by Legislative Decree of July, 10th, 1926 ; between the State and the Eastern Telegraph Company Limited.

The present Convention is drawn up in triplicate.

Athens April 29th, 1937.

The Under-Secretary of Communications
C. NICOLOPOULOS

The Representative of Cable and Wireless Limited.
H. W. GRANT

The Representative of the Eastern Telegraph Co Ltd
N. J. C. LAWSON

ΠΑΡΑΡΤΗΜΑ 'Αριθμ. 1.

('Αρθρα 2 καὶ 6.)

ΚΑΤΑΣΤΑΣΙΣ ΚΑΛΩΔΙΩΝ

1. Τὰ καλώδια τὰ ὁποῖα ἡ Ἑταιρεία θὰ διατηρῇ ὡς βοηθητικὰς γραμμὰς μετὰ τὴν ἔναρξιν τῆς λειτουργίας τῶν Σταθμῶν Ἀσυρμάτου, θὰ συνίστανται ἐκ:

α') Τῆς Γραμμῆς 'Αθηνῶν—Μάλτας.

1 καλώδιον Πειραιῶς—Καλαμάκι
1 καλώδιον Κορίνθου—Πατρῶν (τηλεγραφικὸς οἰκίσκος μόνον)
1 καλώδιον Πατρῶν—Ζακύνθου (τηλεγραφικὸς οἰκίσκος μόνον)
1 καλώδιον Ζακύνθου—Μάλτας

β'.) Τῆς Γραμμῆς 'Αθηνῶν—'Αλεξανδρείας.

1 καλώδιον Πειραιῶς—Ἡρακλείου (συνδεομένου παρὰ τὴν Σύρον)
1 καλώδιον Ἡρακλείου—'Αλεξανδρείας (τηλεγραφικὸς οἰκίσκος μόνον εἰς Ἡράκλειον).

2. Ἐὰν τὸ Κράτος ἐπιθυμῇ νὰ ἐνοικιάσῃ τὸ τμῆμα τοῦ καλωδίου μεταξὺ 'Αθηνῶν καὶ Ἡρακλείου διὰ τοπικὴν μεταξὺ αὐτῶν ἀνταπόκρισιν, τὸ Κράτος θὰ εἶναι ὑπεύθυνον διὰ τὴν διατήρησιν τοῦ καλωδίου καὶ τὴν συντήρησίν του εἰς καλὴν κατάστασιν, θὰ χορηγῇ δὲ τοῦτο εἰς τὴν Ἑταιρείαν δι' ἀπ' εὐθείας ἐργασίαν μεταξὺ 'Αθηνῶν—'Αλεξανδρείας ἐὰν ἤθελε παραστῇ ἀνάγκη καθιστῶσα ἀναγκαίαν τὴν χρῆσιν τῆς ὁδοῦ ταύτης.

3. Τὰ καλώδια τὰ ὁποῖα θὰ ἐνοικιάσῃ τὸ Κράτος παρὰ τῆς Ἑταιρείας εἶναι τὰ ἑξῆς:

2 καλώδια Πειραιῶς—Σύρου
2 » Σύρου—Χίου
1 καλώδιον Χίου—Θεσσαλονίκης
1 » Πειραιῶς—Ἡρακλείου (ὑπὸ τὸν ἐν τῇ παραγράφῳ 2 ὅρον).
2 καλώδια Κορίνθου—Πατρῶν
2 » Πειραιῶς—Καλαμάκι
2 » Πατρῶν—Ζακύνθου
1 καλώδιον Ζακύνθου—Κερκύρας
1 » Κερκύρας—'Οτράντο.

Εἰς ἀνταπόδοσιν διὰ τὴν ἐνοικίασιν τῶν καλωδίων τούτων ἔναντι ὀνομαστικοῦ ἐνοικίου τὸ Κράτος δέχεται νὰ ὁδηγήσῃ τοὺς ὑπαλλήλους του ἐν Ἡρακλείῳ, Πάτραις καὶ Ζακύνθῳ νὰ προστατεύωσι τὰς τελικὰς προσγειώσεις τῆς Ἑταιρείας διὰ τῆς ἐνδιαμέσου ὁδοῦ. Τὸ δίκτυον ἐνοικιάζεται μετὰ τῶν πυργίσκων, ὀργάνων μετρήσεως καὶ τῶν λοιπῶν συναφῶν χειριστικῶν καὶ ἄλλων ἐγκαταστάσεων αὐτῶν.

Ἐν 'Αθήναις τῇ 29ῃ 'Απριλίου 1937.

Οἱ Συμβαλλόμενοι

Ὁ Ὑφυπουργὸς τῆς Συγκοινωνίας
Κ. ΝΙΚΟΛΟΠΟΥΛΟΣ

Ο ΑΝΤΙΠΡΟΣΩΠΟΣ ΤΗΣ ΕΤΑΙΡΕΙΑΣ
«ΚΕΪΜΠΛ ΚΑΙ ΓΟΥΑΪΡΛΕΣ ΛΙΜΙΤΕΔ»
CABLE AND WIRELESS LTD
ΕΡΡΙΚΟΣ Ο. ΓΚΡΑΝΤ

ΠΑΡΑΡΤΗΜΑ 'Αριθ. ΙΙ.

(Συμβάσεως ἄρθρ. 19 ἐδάφιον τρίτον).

ΑΝΑΛΥΣΙΣ

προελεύσεως προσόδων τοῦ κατὰ τὴν Σύμβασιν συγκοινωνιακοῦ συστήματος.

Ι. Ὑπολογισμὸς προσόδων.

Αἱ πρόσοδοι αἱ προερχόμεναι ἐκ τοῦ κατὰ τὴν Σύμβασιν

APPENDIX I.

(Articles 2 and 6).

LIST OF CABLES.

1. The basis of communication by cables which the Company will maintain as emergency routes after the Wireless Stations are in operation will consist of:

(a) Athens—Malta line
I Cable Piraeus—Kalamaki
I Cable Corinth—Patras (cable house only).
I Cable Patras—Zante (cable house only).
I Cable Zante—Malta

(b) Athens—Alexandria line.
1 Cable Piraeus—Candia (joined through at Syra).
1 Cable Candia—Alexandria (cable house at Candia only).

2. If the State desires to lease the Athens-Candia section for local traffic betweenthese places theState shall be responsible for the upkeep of the cable and its maintenance in good condition but shall hand it back to Company for through working Athens - Alexandria should an emergency arise rendering the use of the through route necessary.

3. The cables which shall be leased by the State from the Company are as follows:

2 Cables Piraeus-Syra
2 Cables Syra—Chios
1 Cable Chios—Salonica
1 Cable Piraeus—Candia (on condition referred to in section 2).
2 Cables Corinth—Patras
2 Cables Piraeus—Kalamaki
2 Cables Patras—Zante
1 Cable Zante—Corfu
1 Cable Corfu—Otranto.

In return for the lease of these cables at a nominal rental the State agrees to instruct its employees at Candia, Patras and Zante to protect the Company's cable ends on the through route. The cables are leased with the cable houses, testing instruments and all other accessories in connection with the above installation.

Athens April 29 th, 1937.

The Contracting Parties.

The Under Secretary of Communications.
CONST. NICOLOPOULOS.

The Representative of the «Cable and Wireless Ltd.»
HENRY W. GRANT.

APPENDIX II.

(Article 19 section 3).

ANALYSIS

showing whence the revenue of the communication system emanates.

1. Calculation of revenues.

The revenues resulting from the communic

συγκοινωνιακοῦ συστήματος ὑπολογίζονται βάσει τῶν διαχειρισθεισῶν μονάδων ἀνταποκρίσεως καὶ τῶν κατὰ μονάδα ἀνηκουσῶν τῷ συστήματι τούτῳ δικαιωμάτων.

II. Καθορισμὸς δικαιωμάτων κατὰ μονάδα ἀνταποκρίσεως.

Ἀναλόγως τοῦ χρησιμοποιηθέντος συγκοινωνιακοῦ μέσου τὰ τέλη τὰ ἀνήκοντα εἰς τὸ ἐν Ἑλλάδι συγκοινωνιακὸν σύστημα καθορίζονται:

1) διὰ τηλεγραφήματα μεταβιβασθέντα ἢ ληφθέντα διὰ τῶν ραδιοσταθμῶν εἰς τὸ ἀνῆκον εἰς τὸν Σταθμὸν Ἀθηνῶν ραδιοτέλος, ὅπερ δὲν δύναται νὰ ἦ κατώτερον τοῦ ἡμίσεος τοῦ ἰσχύοντος μεταξὺ πομποῦ καὶ δέκτου συνολικοῦ τοιούτου, καθορισθησόμενον ἀπὸ κοινοῦ μεταξὺ Ἑταιρείας καὶ Κράτους δι' ἑκάστην περίπτωσιν. 2) Διὰ τηλεγραφήματα μεταβιβασθέντα ἢ ληφθέντα διὰ τοῦ καλωδίου εἰς τὸ εἰδικὸν καλωδιακὸν τέλος ὅπερ δὲν δύναται νὰ ἦ κατώτερον τοῦ ἡμίσεος ἐκείνου τοῦ ἰσχύοντος μεταξὺ τῶν Ἑλληνικῶν ἀκτῶν καὶ τῶν ἀκτῶν ξένης χώρας εἰς ἣν τὰ τηλεγραφήματα παραδίδονται εἰς ἄλλο συγκοινωνιακὸν σύστημα, ἢ ἐξ ὧν ἐλήφθη. 3) Διὰ τηλεφωνικὰς συνδιαλέξεις διαχειρισθείσας διὰ τοῦ ραδιοτηλεφωνικοῦ σταθμοῦ εἰς τὸ ἥμισυ τοῦ ραδιοτέλους τοῦ ἰσχύοντος μεταξὺ τοῦ πομποῦκαὶ τοῦ δέκτου. 4) Διὰ τηλεγραφήματα διαβατικῶς διαχειρισθέντα τὸ ραδιοτέλος ἢ τὸ καλωδιακὸν τέλος ὑπολογίζεται τόσον εἰς ἕκαστον λαμβανόμενον τοιοῦτον τηλεγράφημα, ὅσον καὶ εἰς τὸ ἐκ νέου ἀναμεταβιβαζόμενον τοιοῦτον, ἐὰν κατ' ἀμφοτέρας τὰς κατευθύνσεις διεχειρίσθη ὑπὸ τῶν ἐν Ἑλλάδι συγκοινωνιακῶν μέσων τῆς Ἑταιρείας, ἄλλως ἡ πρόσοδος ὑπολογίζεται ὡς ἐὰν τὸ τηλεγράφημα ἦτο ἢ μόνον λαμβανόμενον, ἢ μόνον μεταβιβαζόμενον.

III. Καθορισμὸς τελῶν.

Τὰ τέλη διὰ καλωδίων καὶ διὰ ραδιοσυγκοινωνιῶν καθορίζονται βάσει τῶν διατάξεων τῆς Συμβάσεως. Αἱ ἀπὸ τῆς ἀπόψεως ταύτης ἐμπεριεχόμεναι ἐν τῇ «Συμφωνίᾳ ἀνταποκρίσεως» διατάξεις ἐφαρμόζονται κατ' ἀναλογίαν καὶ κατὰ τὴν διάρκειαν τῆς ἰσχύος τῆς Συμβάσεως.

IV. Ἀνάλυσις ραδιοτελῶν.

Εἰδικώτερον τὸ ποσὸν τοῦ ραδιοτέλους καθορίζεται:

α') Διὰ τηλεγραφικὰς ἀνταποκρίσεις μεταξὺ Ἑλλάδος—Ἀγγλίας καὶ Ἰρλανδίας cent 27.

β') Διὰ τηλεγραφικὰς ἀνταποκρίσεις διὰ Βέλγιον μεταδιβαζομένας μέσῳ Ἀγγλίας cent 15.

γ') Δι' ὑπερευρωπαϊκὰς Τηλεγραφικὰς ἀνταποκρίσεις μεταδιβαζομένας μέσῳ Λονδίνου cent 42.

δ') Δι' ὑπερευρωπαϊκὰς ἀνταποκρίσεις μεταβιβαζομένας πρὸς Αἴγυπτον ἢ μέσῳ Αἰγύπτου cent 85.

ε') Τὰ τέλη διὰ τηλεφωνικὰς συνδιαλέξεις θὰ προσδιορίζωνται διὰ κοινῆς συμφωνίας μεταξὺ τοῦ Κράτους, τῆς Ἑταιρείας καὶ τῶν ἐνδιαφερομένων Διευθύνσεων ἢ Ἑταιρειῶν.

Αἱ διατάξεις τῆς «Συμφωνίας Ἀνταποκρίσεως» θὰ ἐφαρμόζωνται εἰς πᾶσαν περίπτωσιν δυναμένην ἢ ὀφείλουσαν νὰ τροποποιήσῃ τὰ συνολικὰ τέλη, συναρτήσει δὲ τούτων καὶ τὰ ραδιοτέλη.

Ἡ διαβατικὴ ἀνταπόκρισις ἥτις θὰ μεταβιβάζεται ὑπὸ τῶν Σταθμῶν Ἀθηνῶν εἰς ἕκαστον ξένον Σταθμὸν μεθ' οὗ οὗτος θέλει ἐπικοινωνεῖ ἀπ' εὐθείας, θὰ καθορίζηται ἀπὸ κοινοῦ μεταξὺ Κράτους καὶ Ἑταιρείας.

Ἐν Ἀθήναις τῇ 29ῃ Ἀπριλίου 1937.

Οἱ Συμβαλλόμενοι

Ὁ Ὑφυπουργὸς τῆς Συγκοινωνίας
Κ. ΝΙΚΟΛΟΠΟΥΛΟΣ

Ο ΑΝΤΙΠΡΟΣΩΠΟΣ ΤΗΣ ΕΤΑΙΡΕΙΑΣ
«ΚΕΪΜΠΛ ΚΑΙ ΓΟΥΑΪΛΕΣ ΛΙΜΙΤΕΔ»
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ΕΡ. Ο. ΓΚΡΑΝΤ

tions system according to the Convention are calculated on the basis of the units of correspondence dealt with and the rights accruing per unit in this system.

II. Fixing of rights per unit of correspondence.

According to the means of communications utilised the rates accruing to the Greek communications system are fixed. 1) For telegrams forwarded or received by the radiostations, to the rate belonging to the Athens Station radiorate, which cannot be lower than the half of such total rate in force for the sending and receiving stations and which will be fixed in common between the Company and the State in each case. 2) for telegrams forwarded or received by cable to the special cable rate which cannot be lower than the half the cable rate in force between the Greek coasts and the coasts of the foreign country to which the telegrams are handed over to another communications system or from which they were received, 3) for telephonic conversations dealt with by the radiotelephonic station to the half of the radiorate in force between sending and receiving station. 4) for telegrams dealt with in transit the radiorates or the cable rates are calculated for each received telegram as well as for each retransmitted telegram, if for both directions it was dealt with by the means of communications of the Company in Greece, otherwise the revenue is calculated as if the telegram was only received or only forwarded.

III. Fixing of rates.

The rates by cable and by wireless are fixed according to the prescriptions of the Convention. The prescriptions contained in the »Traffic Agreement« as regards this point of view are applied accordingly and for the period the convention is in force.

IV. Analysis of radiorates.

The value of the radiorate is fixed in particular:

a) for telegraphic correspondence between Greece and Great Britain and Ireland cent. 27.

b) for telegraphic correspondence for Belgium transmitted Via England cent. 15.

c) for extra-european telegraphic correspondence transmitted Via London cent. 42.

d) for extra-european telegraphic correspondence transmitted to or Via Egypt cent 85.

e) The rates for telephonic communications shall be fixed by mutual agreement between the State, the Company and the Administrations or Companies concerned.

The clauses of the »Traffic Agreement« will be applied in all cases which can or must modify the total rates, and in connection with these also the radiorates.

The transiting correspondence which will be transmitted by the Athens Station to each of the foreign Stations with which it will come into direct communication, will be fixed in common between the State and the Company.

Athens April 29th, 1937.

The Contracting Parties.

The Under-Secretary of Communications
CONST. NICOLOPOULOS

The Representative of the »Cable and Wireless Ltd«.
HENRY W. GRANT.

ΠΑΡΑΡΤΗΜΑ ΑΡΙΘ. ΙΙΙ.

(Συμβάσεως ἄρθρ. 3).

ΠΕΡΙΓΡΑΦΗ

τοῦ προτεινομένου Ραδιοηλεκτρικοῦ Κέντρου Ἀθηνῶν.

Τὸ ραδιοηλεκρτικὸν κέντρον Ἀθηνῶν διὰ τὴν μετὰ τοῦ Ἐξωτερικοῦ τηλεγραφικὴν καὶ τηλεφωνικὴν ἐπικοινωνίαν ἀπαρτίζεται ἐξ ἑνὸς κέντρου ἐκπομπῆς ἐν Σπάτᾳ ἀποτελουμένου ἐξ ὁμάδος πομπῶν καὶ ἐξ ἑνὸς κέντρου λήψεως ἐν Λούτσᾳ ἀποτελουμένου ἐξ ὁμάδος δεκτῶν, καὶ ἑνὸς Κεντρικοῦ Τηλεγραφικοῦ Γραφείου ἐν Ἀθήνας.

Τὰ κέντρα ἐκπομπῆς καὶ λήψεως θὰ συνδέωνται δι' ἐναερίων γραμμῶν αἵτινες θὰ ἀποτελοῦνται κυρίως ἐξ ἐναερίων τοιούτων, πλησίον ὅμως τῶν σταθμῶν Ἀσυρμάτου καὶ διὰ μέσου τῆς πόλεως δι' ὑπογείων καλωδίων. Πρὸς πρόληψιν ἀνασκαφῆς τῶν πεζοδρομίων θέλουσι χρησιμοποιηθεῖ οἱ ὑπόγειοι ἀγωγοὶ (conduits) τῆς Τηλεφωνικῆς Ἑταιρείας ἐὰν τοῦτο εἶναι δυνατόν.

Ἡ ὁμὰς τῶν πομπῶν περιλαμβάνει τρεῖς κεχωρισμένους πομποὺς ἡ ἰσχὺς ἑνὸς ἑκάστου τῶν ὁποίων θὰ δύναται ἐὰν χρειασθῇ νὰ φθάσῃ μέχρις εἴκοσι ἓξ ΧΒ ἐπὶ κεραίας διὰ τὸ μῆκος κύματος 40 μέτρων.

Ἕκαστος τῶν τριῶν τούτων πομπῶν θὰ δύναται νὰ λειτουργήσῃ ὡς τηλεφωνικὸς μέσῳ διαμορφωτοῦ (σύστημα διαμορφώσεως διὰ διαφράγματος (grid modulators) δυναμένου νὰ συνδέεται μὲ οἱονδήποτε ἐκ τῶν πομπῶν κατὰ βούλησιν. τοῦτο θὰ ἐπιτρέπῃ τὴν τηλεφωνικὴν συγκοινωνίαν ἐμπορικῆς φύσεως δι' ἰσχύος μέχρις ἑπτὰ καὶ ἡμίσεος ΧΒ ἐπὶ κεραίας διὰ τὸ μῆκος κύματος 40 μέτρων.

Δι' ἀσφάλειαν δὲ τῆς τηλεφωνικῆς ἀντἀποκρίσεως ὁ διαμορφωτὴς προβλέπεται εἰς διπλοῦν.

Οἱ ἀκόλουθοι συνδυασμοὶ τῶν πομπῶν θὰ εἶναι δυνατοί :

α) Τρεῖς τηλεγραφικαὶ ἐκπομπαί.

β) Δύο τηλεγραφικαὶ καὶ μία τηλεφωνικὴ ἐμπομπή.

γ) Μία τηλεγραφικὴ καὶ δύο τηλεφωνικαὶ ἐκπομπαί.

Οἱοσδήποτε δὲ τῶν τοιούτων συνδυασμῶν θὰ εἶναι δυνατὸν νὰ ἐπιτυγχάνεται ταὐτοχρόνως.

Ἡ παροχὴ ἠλεκτρικῆς ἐνεργείας διὰ τὴν κίνησιν τῶν πομπῶν θὰ γίνεται κανονικῶς μέσῳ τοῦ δικτύου πόλεως Ἀθηνῶν. Διὰ τὴν περίπτωσιν διακοπῆς τοῦ ρεύματος πόλεως προβλέπεται ἠλεκτρογόνον ζεῦγος ἀκαθάρτου πετρελαίου (generator) ὅπερ θὰ εἶναι εἰς θέσιν νὰ τροφοδοτῇ ἕνα πομπὸν ἐπὶ πλήρους τηλεγραφικῆς ἰσχύος (full power telegraphy 80XB) ἢ ἕνα πομπὸν διὰ τηλεφωνίαν καὶ ἕνα διὰ τηλεγραφίαν ἐπὶ ἠλαττωμένῃ ἰσχύϊ. Προβλέπεται ἡ κατασκευὴ καὶ δεξαμενῶν ἱκανῶν νὰ περιλάβουν ἐπάρκῃ ποσότητα καυσίμου ὕλης διὰ τὴν κίνησιν τοῦ Σταθμοῦ δι' ἓν τριακονθήμερον.

Ἕκαστος πομπὸς εἶναι ἐφωδιασμένος μὲ Franklin Master oscilator μεγάλης σταθερότητος τῆς συχνότητος ἐφ' ὅλοκλήρου τῆς ζώνης κύματος (waveband). Αἱ συσκευαὶ αὗται εἶναι ἀντισταθμισμέναι οὕτως ὥστε νὰ καθιστῶσι περιττὴν τὴν χρῆσιν κυματομέτρου ἀκριβείας.

Ἐπὶ πλέον ἕκαστος πομπὸς θὰ εἶναι ἐφωδιασμένος διὰ κρυσταλλικοῦ συστήματος σταθεροποιήσεως (quartz crystal drive) μὲ δύο διαφόρους συχνότητας.

Προβλέπεται πλῆρες συγκρότημα κεραιῶν διὰ τὰ διάφορα χρησιμοποιούμενα μήκη κύματος. Τινὲς τῶν ὡς ἄνω κεραιῶν θὰ εἶναι κατευθυνόμεναι (directional) καὶ τινὲς γενικῆς ἀκτινοβολίας (omni - directional). Διὰ καταλλήλων διακοπτῶν θὰ εἶναι ἐφικτὴ ἡ σύνδεσις οἱουδήποτε πομποῦ μεθ' οἱασδήποτε κεραίας.

Τὸ Κέντρον λήψεως περιλαμβάνει τρεῖς δέκτας διὰ τηλεγραφίαν καὶ δύο διὰ τηλεφωνίαν. Θὰ ἐφοδιασθῶσι δὲ διὰ κατευθυνομένων κεραιῶν καὶ λαμβάνεται πρόνοια ὅπως εἶναι δυνατὴ ἡ ἀντιδιαληπτικὴ λῆψις (diversity reception). Ἡ ἠλεκτρικὴ ἐνέργεια θὰ παρέχηται εἰς τοὺς δέκτας μέσῳ συσσωρευτῶν οἵτινες θὰ φορτίζωνται ὑπὸ πετρελαιομηχανῶν.

APPENDIX III.

Article 3.

SPECIFICATION

of the proposed Radioelectric Center of Athens.

The radioelectric Center of Athens for the telegraphic and telephonic communication with the Exterior shall comprise one transmitting center at Spata consisting of a group of transmitters and one receiving center at Loutsa consisting of a group of receivers as also of one Central Telegraph Office in Athens.

The transmitting and receiving centers will be connected by landlines which will chiefly consist of overhead, but in the vicinity of the Wireless Stations and through the town by underground cables. In order to avoid the excavation of the pavements the underground conduits of the Telephone Company will be utilised if possible.

The group of the transmitters shall comprise three separate transmitters, each of which will be able to reach, if required, a power up to twenty six kilowatt on the aerial for a wave length of 40 meters.

Each of these three transmitters will be able to operate for telephony by means of a modulator (grid modulators) which can be connected with any one of the transmitters, as may be required; this will allow of a telephonic communication of a commercial nature by a power of seven and a half kilowatts on the aerial for a wave length of 40 meters.

For the security of the telephonic correspondence double modulators will be provided.

The following combinations of the transmitters will be possible:

a) Three telegraphic transmissions.

b) Two telegraphic and one telephonic transmissions.

c) One telegraphic and two telephonic transmissions.

It will be possible to obtain any one of the said combinations simultaneously.

The supply of the electric energy for the working of the transmitters will be regularly taken from the network of Athens town. In the case of an interruption of the electric current of the town an oil generator will be provided which will be able to supply a transmitter on full power telegraphy 80 KW, or one transmitter for telephony and one for telegraphy at reduced power. The construction of tanks which will contain a quantity of fuel sufficient for the running of the station for a period of thirty days is also provided for.

Each transmitter will be supplied with a Franklin Master oscillator of great constancy of frequency on a full wave band. These sets will be balanced so that they may render the use of a precision wavemeter unnecessary.

In addition each transmitter will be supplied with a quartz crystal drive with two different frequencies.

A full system of aerials for the various wave lengths utilised is provided for. Some of the above aerials will be directional and others omni-directional. By means of suitable switchgears the linking of any transmitter with any aerial whatever will be possible'.

The receiving Center shall comprise three receivers for telegraphy and two for telephony. They will be supplied with directional aerials and provision being made so that diversity reception may be possible. The electrical energy will be supplied to the receivers from accumulators which will be charged by oil engines.

Τὰ κυκλώματα διὰ τὴν τηλεγραφικὴν καὶ τηλεφωνικὴν ἀνταπόκρισιν θὰ καταλήγωσιν ἐκεῖθεν εἰς τὰς τηλεγραφικὰς καὶ τηλεφωνικὰς συσκευὰς τῆς Ἑταιρείας.

Οἱ τηλεγραφηταὶ οἱ χειριζόμενοι τοὺς πομποὺς καὶ δέκτας θὰ ἐργάζωνται εἰς τὸ Κεντρικὸν Τηλεγραφεῖον καὶ θὰ μεταχειρίζωνται πομποὺς συστήματος «Wheatstone» διὰ τηλεγραφικὴν μεταβίβασιν μεγάλης ταχύτητος ὡς καὶ μηχανήματα «undulators» διὰ τὴν ἀποτύπωσιν τῶν σημείων λήψεως.

Ἡ τηλεφωνικὴ ἐγκατάστασις θὰ εἶναι ἐφωδιασμένη μὲ τὰς ἀκραίας συσκευὰς καὶ ἀναστροφεῖς (inverters) διὰ νὰ καθιστῶσι τὴν ὁμιλίαν ἀκατάληπτον διὰ λόγους ἐχεμυθείας. Αἱ ἀκραῖαι συσκευαὶ ἐγκαθιστάμεναι εἰς τὰ διαμερίσματα τοῦ Ὑπεραστικοῦ Κέντρου Ἀθηνῶν θὰ ἐπιτρέπουν ὅπως τὸ ραδιοτηλεφωνικὸν κύκλωμα τοῦ Σταθμοῦ Ἀθηνῶν συνδέηται μετὰ τοῦ Ὑπεραστικοῦ Κέντρου Ἀθηνῶν καὶ μέσῳ αὐτοῦ μετὰ τοῦ αὐτομάτου Κέντρου Ἀθηνῶν καὶ τοῦ ὑπεραστικοῦ δικτύου τῆς Χώρας κατὰ τρόπον ὥστε νὰ καθίσταται ἐφικτὴ ἡ κανονικὴ τηλεφωνικὴ ἀνταπόκρισις ἀπὸ τῆς τηλεφωνικῆς συσκευῆς οἱουδήποτε συνδρομητοῦ τοῦ αὐτομάτου Κέντρου Ἀθηνῶν ἢ ἄλλης πόλεως τῆς Χώρας μὲ οἱανδήποτε χώραν τοῦ ἐξωτερικοῦ μεθ' ἧς θὰ ἐπικοινωνῇ ὁ ραδιοτηλεφωνικὸς σταθμὸς Ἀθηνῶν.

Ἡ προμήθεια θὰ περιλαμβάνῃ ἅπαν τὸ ὑλικὸν τὸ ἀναγκαιοῦν διὰ τὴν ἀνέγερσιν καὶ τὰς δοκιμὰς τῶ Σταθμῶν καθὼς καὶ πλήρη σειρὰν ἀνταλλακτικῶν.

Μετὰ τὴν ἀποπεράτωσιν ἁπασῶν τῶν ἐγκαταστάσεων θέλει ἐνεργηθῇ ποσοτικὸς καὶ ποιοτικὸς ἔλεγχος παρ' Ἐπιτροπῆς ἀποτελουμένης ἐξ ἀντιπροσώπου τοῦ Κράτους καὶ τῆς Ἑταιρείας, τῶν ἐγκαταστάσεων αἵτινες θέλουσι ἀποτελεσθῇ ἐκ τῶν διαλαμβανομένων ἐν τῇ τεχνικῇ προδιαγραφῇ ὑλικῶν. Ὡς πρὸς τὸν ποιοτικὸν ἔλεγχον οὗτος θέλει περιλάβῃ δοκιμὰς τῶν ἠλεκτρικῶν καὶ μηχανικῶν ἰδιοτήτων ἃς δέον νὰ πληρῶσι αἱ ἐγκαταστάσεις ὡς ἐπίσης καὶ δοκιμὰς ἀντοχῆς αὐτῶν.

Ἐν Ἀθήναις τῇ 29 Ἀπριλίου 1937.

Οἱ Συμβαλλόμενοι

Ὁ Ὑφυπουργὸς τῆς Συγκοινωνίας
Κ. ΝΙΚΟΛΟΠΟΥΛΟΣ

Ο ΑΝΤΙΠΡΟΣΩΠΟΣ ΤΗΣ ΕΤΑΙΡΕΙΑΣ
«ΚΕΪΜΠΛ ΚΑΙ ΓΟΥΑΪΡΛΕΣ ΛΙΜΙΤΕΔ»
CABLE AND WIRELESS LTD
ΕΡ. Ο. ΓΚΡΑΝΤ

ΠΑΡΑΡΤΗΜΑ ΑΡΙΘΜ. IV.

(Συμβάσεως, ἄρθρον 3, καὶ 32ον ἐδάφ. 1):

Σταθμοὶ Ἀσυρμάτου.

	Λ.	Α.
Τρεῖς κηρώδεις ταλαντωταὶ μὲ σταθεροποίησιν διὰ κρυστάλλου (crystal drives) πρὸς 620 ἕκαστος.		1860
Τρεῖς πομποὶ μὲ μεγάλην ἰσχὺν (full power on 3 transmitters).		290
Τρεῖς φάροι ἱστῶν κεραίας (air craft lights masts)		430
Ἀντιδιαληπτικαὶ κεραῖαι (diversity aerials) . .		4880
Συσκευὴ μειώσεως σκληρότητος τοῦ ὕδατος (distilling plant).		200
Σωληνώσεις διϋλιστηρίων καὶ δεξαμενὴ 300 γαλλονίων ἐν Σπάτᾳ (water pump pipes purifier and tank).		580
Ἐφεδρικὸς διαμορφωτὴς (grid modulator) . . .		4300
		12540
Ἀρχικὴ τιμολόγησις Μαρκόνι.	Λ. Α. 60280	
Μεῖον 2 μηχαναὶ μὴ ἀπαιτούμεναι . . » »	4712	55568
		68108

The circuits for the telegraphic and telephonic correspondence will terminate from that point to the telegraphic and telephonic apparatus of the Company.

The telegraphists who will operate thé transmitters and receivers will work at the Central Telegraph Office and will employ transmitters of »wheatstone» system for telegraphic transmission of high speed as also undulators for the printing of the receiving signals.

The telephonic installation will be supplied with terminal equipment and inverters in order to render the conversation incomprehensible for purposes of secrecy. The terminal apparatus being installed in the compartments of the Inter-Urban centre of Athens will allow of the radiotelephonic circuit of the Athens Station being connected with the Inter-Urban Centre of Athens and through it with the automatic Centre of Athens as also with the Inter-Urban network of the country in such a manner as to render feasible the regular telephonic corespondence from the telephone apparatus of any subscriber whatever of the Athens automatic centre or of any other town of the Country with any country of the Exterior with which the Athens Radiotelephonic Station will communicate.

The supply will comprise all the material necesary for the erection and the trials of the Stations as also a full set of spares.

On completion of all the installations a control from a point of view of quantity and quality, will be made by a Committee composed of a representative of the State and of the Company, of the installations which will consist of the materials set forth in the technical specification. As regards the qualitative control it will include trials of the electrical and mechanical qualities which the installations should fulfil as also trials of their endurance.

Athens April 29th, 1937.

THE CONTRACTING PARTIES

The Under Secretary of Communications
Const. Nicolopoulos.

The Representative of the «Cable and Wireless Ltd»
Henry W. Grant.

APPENDIX IV.

(Article 3 and Sect. 1 of Art 32).

WIRELESS STATIONS.

		£	
3 Crystal drives at 620 each		£	1.860
Full power on 3 transmitters			290
Air Craft Lights 3 masts			430
Diversity Aerials			4.880
Distilling Plant			200
Water pump pipes purifier and 300 gallon tank (Spata)			580
Additional Grid modulator			4.300
			12.540
Marconi's Original Quotation L	60.280		
Less 3 engines not required »	4.712		55.568
		£	68.108

Τὰ ἀνωτέρω περιλαμβάνουσι ἐγκατάστασιν διὰ φωτισμὸν καὶ πίνακα διανομῆς διὰ τὸ δίκτυον. Ἐγκατάστασιν πλήρη περιλαμβάνουσαν τὴν θεμελίωσιν τῶν ἱστῶν τῶν κεραιῶν (mast foundations).

Σημ. Δὲν περιλαμβάνονται τὰ ἐν ἐδαφίῳ «2» τοῦ ἄρθρου 32ου καὶ ὑπὸ στοιχεῖα α' καὶ β' προβλεπόμενα.

Ἐν Ἀθήναις τῇ 29ῃ Ἀπριλίου 1937.

Οἱ Συμβαλλόμενοι

Ὁ Ὑφυπουργὸς τῆς Συγκοινωνίας
Κ. ΝΙΚΟΛΟΠΟΥΛΟΣ

Ο ΑΝΤΙΠΡΟΣΩΠΟΣ ΤΗΣ ΕΤΑΙΡΕΙΑΣ «ΚΕΪΜΠΛ ΚΑΙ ΓΟΥΑΪΡΛΕΣ ΛΙΜΙΤΕΔ»
CABLE AND WIRELESS LTD
ΕΡ. Ο. ΓΚΡΑΝΤ

ΠΑΡΑΡΤΗΜΑ ΑΡΙΘ. V.

(Συμβάσεως ἄρθρον 30).

ΣΥΜΦΩΝΙΑ

Περὶ διαμοιβῆς ραδιοτηλεγραφικῆς καὶ ραδιοτηλεφωνικῆς ἀνταποκρίσεως συναφθεῖσα μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου ἀφ' ἑνὸς καὶ τῆς «Cable and Wireless Ltd» ἀφ' ἑτέρου.

Ἐν Ἀθήναις τῇ εἰκοστῇ ἑνάτῃ (29ῃ) Ἀπριλίου τοῦ χιλιοστοῦ ἐννεακοσιοστοῦ τριακοστοῦ ἑβδόμου (1937) ἔτους, μεταξὺ ἀφ' ἑνὸς τοῦ κ. Κωνσταντίνου Νικολοπούλου, Ὑπουργοῦ τῆς Συγκοινωνίας, ὡς ἐκπροσωποῦντος τὸ Ἑλληνικὸν Δημόσιον, ἐφεξῆς ἐμφαινόμενον διὰ τοῦ ὅρου «τὸ Ὑπουργεῖον» καὶ ἀφ' ἑτέρου τοῦ κ. Ἑρρίκου Γουίλλιαμ Γκράντ (Henry William Grant) ὡς ἐκπροσωποῦντος τὴν ἐν Λονδίνῳ ἐδρεύουσαν ἀνώνυμον Ἑταιρείαν ὑπὸ τὴν ἐπωνυμίαν «Cable and Wireless Limited» ἐφεξῆς ἐμφαινομένην διὰ τοῦ ὅρου «ἡ Ἑταιρεία» ἐδηλώθησαν, συνεφωνήθησαν καὶ συνωμολογήθησαν τὰ ἀκόλουθα :

Ἄρθρον 1.

Σκοπὸς τῆς συμφωνίας

Σκοπὸς τῆς παρούσης Συμφωνίας εἶναι ἡ ὑπὸ τῶν συμβαλλομένων πρὸς χρῆσιν τοῦ κοινοῦ καὶ συμφώνως πρὸς τοὺς ἐν τῇ παρούσῃ Συμφωνίᾳ ὅρους :

α) Ἀπὸ κοινοῦ λειτουργία καὶ διεξαγωγὴ διὰ σταθμῶν ἀσυρμάτου οὓς θὰ παρέχωσι καὶ θὰ χειρίζωνται ἐν Ἑλλάδι μὲν τὸ Ὑπουργεῖον, ἐν Μεγάλῃ Βρεταννίᾳ δὲ ἡ Ἑταιρεία καὶ ἐν Αἰγύπτῳ ἡ Ἑταιρεία ἀπὸ κοινοῦ μετὰ τῆς Ραδιοτηλεγραφικῆς Ἑταιρείας Μαρκόνι τῆς Αἰγύπτου, διπλῆς ραδιοτηλεγραφικῆς ὑπηρεσίας ἀφ' ἑνὸς μὲν μεταξὺ Ἑλλάδος καὶ Μεγάλης Βρεταννίας ἀφ' ἑτέρου δὲ μεταξὺ Ἑλλάδος καὶ Αἰγύπτου διὰ πᾶσαν ἀνταπόκρισιν ἐξυπηρετουμένην διὰ τῶν σταθμῶν τῶν παρεχομένων ὡς εἴρηται ὑπ' ἀμφοτέρων τῶν συμβαλλομένων κατὰ τὰ ἐν ἄρθρῳ 3 τῆς παρούσης Συμφωνίας εἰδικώτερον ὁριζόμενα.

β) Ἀπὸ κοινοῦ λειτουργία καὶ διεξαγωγὴ ραδιοτηλεφωνικῶν ὑπηρεσιῶν μεταξὺ ἀφ' ἑνὸς τῆς Ἑλλάδος καὶ ἀφ' ἑτέρου τῆς Αἰγύπτου καὶ μέσῳ ταύτης καὶ πρὸς ἄλλας πέραν αὐτῆς ὑπερευρωπαϊκὰς Χώρας αἵτινες τυχὸν ἤθελον ἐπικοινωνεῖ ἀπ' εὐθείας μετ' Αἰγύπτου, ἐπιβοηθητικῶς δὲ καὶ πρὸς Ἀγγλίαν, Ἱσπανίαν, Πορτογαλλίαν καὶ Ἰταλίαν ἐν περιπτώσει ἀνεπαρκείας τῶν ἐνσυρμάτων τηλεφωνικῶν ὁδῶν.

Ἄρθρον 2.

Ὑποχρέωσις Συμβαλλομένων Διατηρήσεως Σταθμῶν διὰ τὰς Ραδιοτηλεγραφικὰς Ὑπηρεσίας.

1. Ἑκάτερος τῶν συμβαλλομένων ὑποχρεοῦται νὰ εἰσφέρῃ

Above includes engine set for lighting switchgear for mains. All plant installed including mast foundations.

NOTE. There is not included the material referred to in paragraph 2, (a) and (b), of Article 32, of the Convention.

Athens April 29th, 1937

THE CONTRACTING PARTIES

The Under Secretary of Communications
Const. Nicolopoulos.

The Representative of the «Cable and Wireless Ltd»
Henry W. Grant.

APPENDIX V

(Article 30)

AGREEMENT

re exchange of radio telegraph and radio telephone traffic concluded between the Greek State of the one part and Cable and Wireless Limited of the other part.

In Athens, the 29th April of the year one thousand nine hundred and thirty seven between Mr. Constantine Nicolopoulos, Under Secretary of Communications as representative of the Greek State, hereinafter referred to as »the Ministry» of the one part and Adm. Henry William Grant, as representative of Cable and Wireless Limited of London, hereinafter referred to as »the Company» of the other part, the following were declared, agreed and covenanted :

Article I.

Object of the agreement.

The object of the present Agreement is for the parties, for the use of the public and in accordance with the conditions set forth in the present Agréement :

a) To operate and conduct jointly by wireless stations which may be provided and operated in Greece by the Ministry, in Great Britain by the Company and in Egypt by the Company in conjunction with the Marconi Radiotelegraph Company of Egypt, a duplex radio telegraph service between Greece and Great Britain of the one part and between Greece and Egypt of the other part, for any traffic served by the stations provided by both parties as aforesaid, in accordance with the terms specifically determined in Article 3 of the present Agreement.

b) To operate and conduct jointly radio telephone services between, on the one part, Greece and, on the other part, Egypt, and via Egypt to other extra-European countries which would communicate direct with Egypt. Auxiliarily also with England, Spain Portugal and Italy, in case of insufficiency of the wire telephone lines.

Article 2.

Obligation of the parties to maintain stations for the radio telegraph services.

1. Each party shall contribute and provide at it

καὶ παρέχῃ καταλλήλως ραδιοτηλεγραφικοὺς σταθμοὺς πρὸς τὸν σκοπὸν τῆς διεξαγωγῆς τῶν ραδιοτηλεγραφικῶν ὑπηρεσιῶν ἀφ' ἑνὸς μεταξὺ Ἑλλάδος καὶ Μεγάλης Βρεταννίας καὶ ἀφ' ἑτέρου μεταξὺ Ἑλλάδος καὶ Αἰγύπτου, τῆς διεξαγωγῆς τῶν εἰρημένων ὑπηρεσιῶν μεταξὺ Ἑλλάδος καὶ Αἰγύπτου ἐνεργηθησομένης ὑπὸ τῆς Ἑταιρείας ἀπὸ κοινοῦ μετὰ τῆς Ραδιοτηλεγραφικῆς Ἑταιρείας Μαρκόνι τῆς Αἰγύπτου.

2. Ἑκάτερος τῶν συμβαλλομένων ὑποχρεοῦται νὰ διευθύνῃ συντηρῇ καὶ χειρίζηται τοὺς ἰδίους αὐτοῦ ραδιοτηλεγραφικοὺς σταθμοὺς προσηκόντως καὶ ἀποτελεσματικῶς καὶ νὰ τοὺς ἔχῃ κατὰ τὸ ἐφικτὸν ἐφωδιασμένους ἀφ' ἑνὸς μὲν δι' ὀργάνων, μηχανημάτων καὶ συσκευῶν τοῦ τελευταίου ἑκάστοτε συστήματος, ἀφ' ἑτέρου δὲ δι' ἐπαρκοῦς καὶ καλῶς ἠσκημένου προσωπικοῦ διὰ τὴν ἐπαρκῆ καὶ ταχεῖαν μεταβίβασιν καὶ λῆψιν τῆς ραδιοτηλεγραφικῆς ἀνταποκρίσεως.

Ἄρθρον 3.

Καθορισμὸς Διεξαγωγῆς Ἀνταποκρίσεως

1. Ἡ Ἑταιρεία ἀναλαμβάνει τὴν ὑποχρέωσιν νὰ μεταβιβάζῃ διὰ τῆς εἰρημένης ραδιοτηλεγραφικῆς Ὑπηρεσίας πρὸς τὴν Ἑλλάδα τηλεγραφήματα λαμβανόμενα ὑπ' αὐτῆς ὁπωσδήποτε καὶ ὁποθενδήποτε προοριζόμενα δὲ τελικῶς διὰ τὴν Ἑλλάδα. Ἡ Ἑταιρεία θὰ δέχηται ἐπίσης ἅπαντα τὰ τηλεγραφήματα τὰ ὑπὸ τοῦ Ὑπουργείου ἀποστελλόμενα πρὸς αὐτὴν πρὸς ἐπίδοσιν ἢ περαιτέρω μεταβίβασιν. Ἡ Ἑταιρεία ὑπόσχεται ἐφ' ὅσον τῇ εἶναι δυνατόν, ἐφικτὸν καὶ συμφέρον ἐπίσης νὰ μεταβιβάζῃ εἰς τὴν Ἑλλάδα διὰ τῆς εἰρημένης ραδιοτηλεγραφικῆς ὑπηρεσίας πρὸς περαιτέρω μεταβίβασιν ὑπὸ τοῦ Ὑπουργείου τηλεγραφήματα λαμβανόμενα ὑπὸ τῆς Ἑταιρείας ὁποτεδήποτε καὶ ὁπονθεδήποτε καὶ προοριζόμενα διὰ χώρας πέραν τῆς Ἑλλάδος.

2. α') Τὸ Ὑπουργεῖον ἀναλαμβάνει τὴν ὑποχρέωσιν νὰ μεταβιβάζῃ διὰ τῆς εἰρημένης ραδιοτηλεγραφικῆς ὑπηρεσίας ἅπαντα τὰ τηλεγραφήματα τὰ ἐπιδιδόμενα ἢ λαμβανόμενα ἐν Ἑλλάδι ὁπωσδήποτε καὶ ὁποθενδήποτε καὶ προοριζόμενα διὰ τὴν Μεγάλην Βρεττανίαν, Βόρειον Ἰρλανδίαν καὶ τὸ Ἐλεύθερον Ἰρλανδικὸν Κράτος, Γιβραλτὰρ, Μάλταν καὶ πάντα τὰ λοιπὰ ἐδάφη τῆς Βρεττανικῆς Αὐτοκρατορίας καὶ τὰ ὑπὸ ἐντολὴν αὐτῆς ἐδάφη, διὰ τὸ Βέλγιον, Δανίαν, Νορβηγίαν, Σουηδίαν, Ἱσπανίαν, Πορτογαλλίαν, Μαρόκον, Λιβύην καὶ τὰς Καναρίους Νήσους, διὰ τὴν Βόρειον, Κεντρικὴν καὶ Νότιον Ἀμερικὴν, τὰς Δυτικὰς Ἰνδίας, διὰ τὴν Κίναν, Μαντζουρίαν, Τσόζεν, Ἰαπωνίαν, Σιὰμ, Θιβὲτ, Γαλλικὴν Ἰνδοκίναν, Ὁλλανδικὰς Ἰνδίας καὶ Φιλιππίνας, Αἴγυπτον, Αἰθιοπίαν, Ἐρυθραίαν, Σαούδι, Ἀραβίαν, Ἰρὰκ, Παλαιστίνην, Συρίαν, Περσίαν, Δυτικὴν Ἀφρικήν, Ἀνατολικὴν Ἀφρικήν, Γαλλικὴν Σομαλίαν, Ἰταλικὴν Σομαλίαν καὶ Ὑπερϊορδανίαν, ἐν ἁρμονίᾳ πρὸς τὰς διατάξεις τοῦ ἑκάστοτε ἰσχύοντος Διεθνοῦς Κανονισμοῦ.

β') Ἅπαντα τὰ εἰρημένα τηλεγραφήματα θὰ μεταβιβάζωνται ὑπὸ τῆς Διευθύνσεως εἰς Μεγάλην Βρεττανίαν, πλὴν τῶν τηλεγραφημάτων δι' Αἴγυπτον, Αἰθιοπίαν, Ἐρυθραίαν, Σαούδι, Ἀραβίαν, Ἰρὰκ, Παλαιστίνην, Συρίαν, Ἰταλικὴν Σομαλίαν, Ὑπερϊορδανίαν, Κύπρον καὶ δι' ὅσας ἄλλας Χώρας ἤθελεν ἑκάστοτε ἀπὸ κοινοῦ συμφωνηθῇ, λαμβανομένου ὑπ' ὄψιν ὅτι, θὰ προτιμᾶται ἑκάστοτε ἡ συντομωτέρα ὁδὸς καὶ ἡ ἀποδίδουσα εἰς τοὺς ἑκατέρωθεν Σταθμοὺς τὰ μεγαλείτερα ραδιοτέλη, ἅτινα θὰ μεταβιβάζωνται ὑπὸ τοῦ Ὑπουργείου εἰς τὰς Χώρας ταύτας δι' ἀτῆς εἰρημένης ραδιοτηλεγραφικῆς ὑπηρεσίας μέσῳ Αἰγύπτου.

γ') Τὸ Κράτος ἀναλαμβάνει ἐπίσης τὴν ὑποχρέωσιν νὰ μεταβιβάζῃ εἰς Μεγάλην Βρεττανίαν ἢ Αἴγυπτον διὰ τῆς εἰσημένης ραδιοτηλεγραφικῆς ὑπηρεσίας ἅπαντα τὰ τηλεγραφήματα τὰ ἐπιδιδόμενα ἢ λαμβανόμενα ἐν Ἑλλάδι ὁπωσδήποτε καὶ ὁποθενδήποτε προοριζόμενα δι' ὅσας ἄλλας εὐρωπαϊκὰς ἢ ὑπερευρωπαϊκὰς Χώρας ἤθελεν ἀμφοτέρωθεν συμφωνηθῇ ἐν

own end of the circuit or circuits suitable radio telegraph stations for the purpose of conducting the radio telegraph services on the one part between Greece and Great Britain and on the other part between Greece and Egypt, the conduct of the said services between Greece and Egypt being effected by the Company in con junction with the Marconi Radiotelegraph Company of Egypt.

2. Each party shall control, maintain and operate its own radio telegraph and radio telephone stations in a proper and efficient manner and have them equipped if feasible on the one part with apparatus, instruments, and appliances of the latest system at the time and on the other part with a sufficient and well trained personnel for the efficient and rapid transmission and reception of the radio-electric traffic.

Article 3.

Determination of conduct of traffic.

1. The Company shall transmit by means of the said radio telegraph service to Greece telegrams received by it howsoever and whencesoever and destined terminally to Greece. The Company shall also receive all telegrams sent to it by means of the radio telegraph service by the Ministry for delivery or further transmission. The Company promises in so far as this is possible, feasible and profitable to transmit to Greece by means of the said radio telegraph service, for further transmission by the Ministry, telegrams received by the Company howsoever and whencesoever and destined to countries beyond Greece.

2. (a) The Ministry shall transmit by means of the said radio telegraph service, all telegrams handed in or received in Greece howsoever and whencesoever and destined to Great Britain and Northern Ireland, the Irish Free State, Gibraltar, Malta and all the other territories of the British Empire and to territories under its mandate, Belgium, Denmark, Norway, Sweden, Spain, Portugal, Morocco, Libia, Canary Isles, Northern, Central, and Southern America, West Indies, China, Manchouria, Chosen, Japan, Siam, Thibet, French Indochina, Dutch Indies and Philippine Islands, Egypt, Ethiopia, Erythrea, Saoudi Arabia, Irak, Palestine, Syria, Persia, West Africa, East Africa, French Somaliland, Italian Somaliland and Transjordania, in harmony with the provisions of the International regulations in effect at the time.

(b) All the said telegrams shall be transmitted by the Ministry to Great Britain with the exception of the telegrams for Egypt, Ethiopia, Erythrea, Saudi Arabia, Irak, Palestine, Syria, Italian Somaliland, Transjordania, Cyprus , and such other countries as may be mutually agreed upon from time to time it being understood that the shortest route will be preferred at all times and the one which gives to the Stations on both sides the largest radio rates, which shall be transmitted by the Administration to these countries by means of the said radio telegraph service through Egypt.

(c) The State shall also transmit to Great Britain or Egypt by means of the said radio telegraph service, all telegrams handed in or received in Greece howsoever and whencesoever and destined to such other European or extra-European countries as may be agreed upon on both sides in harmony with the stipulations from

ἁρμονία πρὸς τὰς ἑκάστοτε ἰσχυούσας διατάξεις τοῦ Διεθνοῦς Τηλεγραφικοῦ Κανονισμοῦ καὶ ἐφόσον ἐξασφαλίζονται συνολικὰ τέλη ἴσα πρὸς τὰ τῆς κανονικῆς ὁδοῦ. Ἀφ' ἧς συμφωνηθῇ ἡ μέσῳ τῆς εἰρημένης ραδιοτηλεγραφικῆς ὑπηρεσίας ἐξυπηρέτησις τῆς ἀνταποκρίσεως Χώρας τινός, ἡ δι' αὐτῆς διαβίβασις τῆς τοιαύτης ἀνταποκρίσεως εἶναι ὑποχρεωτικὴ διὰ τὸ Κράτος μέχρι μεταγενεστέρας κοινῆς συμφωνίας, ἐφ' ὅσον τὰ συνολικὰ τέλη διατηροῦνται ἴσα πρὸς τὰ τῆς κανονικῆς ὁδοῦ, τὰ δὲ ραδιοτέλη ἴσα πρὸς τὰ συμφωνηθέντα.

δ') Ὁμοίως τὸ Κράτος ἀναλαμβάνει τὴν ὑποχρέωσιν νὰ μεταβιβάζῃ εἰς Μεγάλην Βρεττανίαν ἢ Αἴγυπτον διὰ τῆς εἰρημένης ραδιοτηλεγραφικῆς ὑπηρεσίας καὶ τὰ τηλεγραφήματα τὰ προοριζόμενα δι' ὅσας ἄλλας ὑπερευρωπαϊκὰς Χώρας ἤθελεν ἀπὸ κοινοῦ συμφωνηθῇ.

ε') Τὸ Κράτος ὑποχρεοῦται ἐπίσης νὰ λαμβάνῃ καὶ ἐπιδίδῃ ἢ διαβιβάζῃ περαιτέρω ὅλα τὰ τηλεγραφήματα τὰ ὑπὸ τῆς Ἑταιρείας ἀποστελλόμενα εἰ ςαὐτὴν πρὸς ἐπίδοσιν ἢ περαιτέρω διαβίβασιν.

στ') Τὸ Κράτος ἐπιφυλάσσει ἐν τούτοις εἰς ἑαυτὸ τὸ δικαίωμα νὰ διενεργῇ ραδιοτηλεγραφικὰς ὑπηρεσίας καὶ μετ' ἄλλων Εὐρωπαϊκῶν Χωρῶν μὴ προβλεπομένων ἐν τῷ παρόντι ἐδαφίῳ.

3. Τὸ Κράτος ἀναλαμβάνει τὴν ὑποχρέωσιν ὅπως, πᾶσαν ἐξωτερικὴν ραδιοτηλεφωνικὴν ἀνταπόκρισιν διενεργῇ μετὰ τῶν Σταθμῶν οὓς ἡ Ἑταιρεία εἴτε νῦν, εἴτε ἐν τῷ μέλλοντι θὰ χειρίζηται ἢ θὰ διαθέτῃ εἰς Εὐρωπαϊκὰς ἢ Ὑπερευρωπαϊκὰς Χώρας ἐντὸς τῶν ὁρίων τοῦ ἄρθρου 1 παράγραφος β'. Εἰς ὅσας Χώρας ἡ Ἑταιρεία εἴτε νῦν, εἴτε ἐν τῷ μέλλοντι δὲ νθὰ χειρίζηται ἢ δὲν θὰ διαθέτῃ τοιούτους Σταθμούς, τὸ Κράτος ἀναλαμβάνει νὰ προτιμᾷ ἐπὶ ἴσοις ὅροις τοὺς Σταθμοὺς μεθ' ὧν ἡ Ἑταιρεία θὰ ἔχῃ προβῇ εἰς συμφωνίαν διὰ τὴν διεξαγωγὴν τῆς ραδιοτηλεφωνικῆς ὑπηρεσίας, τοῦ Κράτους ἐπιφυλασσομένου εἰς ἑαυτὸ τοῦ δικαιώματος νὰ διενεργῇ ραδιοτηλεφωνικὰς ὑπηρεσίας μετ' ἄλλων ἐπίσης Χωρῶν εἰς τὰς ὁποίας ἡ Ἑταιρεία εἴτε δὲν θὰ ἔχῃ ἢ δὲν θὰ διαθέτῃ ραδιοτηλεφωνικοὺς Σταθμούς, εἴτε δὲν θὰ ἔχῃ προβῇ εἰς συμφωνία νμετ' ἄλλων Σταθμῶν διὰ τὴν διεξαγωγὴν τῆς ραδιοτηλεφωνικῆς ἀνταποκρίσεως. Διὰ τὰς λεπτομερείας τῆς διεξαγωγῆς τῆς τοιαύτης ραδιοτηλεφωνικῆς ἀνταποκρίσεως οἱ Συμβαλλόμενοι θέλουσι συνομολογήσῃ συμπληρωματικὴν συμφωνίαν.

4. Καθ' ὅλην τὴν διάρκειαν τῆς παρούσης Συμφωνίας ἅπασα ἡ τηλεγραφικὴ ἀνταπόκρισις τῆς Ἑλλάδος μεθ' οἱασδήποτε ξένης Χώρας θὰ διενεργῆται ἀποκλειστικῶς διὰ τῆς Κρατικῆς ὑπηρεσίας. Κατὰ τὸ αὐτὸ διάστημα τὸ Κράτος ἀναλαμβάνει :

α) Ὅπως μὴ μεταβιβάζηται δι' οἱωνδήποτε ἐνσυρμάτων (ἐναερίων, ὑπογείων ἢ ὑποθρυχίων) ὁδῶν ἐξωτερικὴ τηλεγραφικὴ ἀνταπόκρισις εἰμὴ ἐὰν προορίζεται πρὸς χώραν μὴ περιλαμβανομένην εἰς τὰς πρώτας τέσσαρας παραγράφους (α, β. γ, καὶ δ) τοῦ προηγουμένου ἐδαφίου 2 ἐπίσης δὲ ὅπως μὴ ἀνταλλάσσηται διὰ καλωδίων ἐξωτερικὴ ἀνταπόκρισις εἰμὴ ἀποκλειστικῶς μόνον ἐὰν ἀπευθύνηται ἐκ τῆς Ἑλλάδος πρὸς χώρας ἢ προέρχεται ἐκ χωρῶν μεθ' ὧν ἡ Ἑλλὰς εἶναι συνδεδεμένη διὰ καλωδίων ἀπ' εὐθείας, ἄνευ τοὐτέστιν τῆς μεσολαβήσεως τῆς ὑπηρεσίας ἢ τοῦ ἐδάφους οἱασδήποτε τρίτης χώρας ἀπαγορευομένης πάσης ἄλλης ἐξωτερικῆς ἀνταποκρίσεως διὰ καλωδίων ἐξαιρέσει 1) εἰς περίπτωσιν διακοπῆς λειτουργίας προσωρινῶς ἢ ἄλλως τῆς Κρατικῆς ὑπηρεσίας ἀσυρμάτου καὶ 2) εἰς περίπτωσιν κρατικῆς ἀνάγκης, τοῦ Κράτους δυναμένου νὰ διαθέσῃ τὴν ἀνταπόκρισιν ὡς ἤθελε κρίνῃ συμφερώτερον.

β) Ὅπως τὰ τέλη τῶν ὑποθρυχίων ὁδῶν ὦσι τοὐλάχιστον ἴσα πρὸς τὰ ἑκάστοτε ἐν ἰσχύϊ τέλη μεταξὺ τῶν αὐτῶν σημείων

time to time in force of the International Telegraph Regulations and as long as total rates equal to those of the normal route are secured. From such time as it may be agreed upon to deal with the traffic of a country by means of the said radio telegraph service, the transmission of such traffic by means of that radiotelegraph service is compulsory for the State pending a subsequent mutual agreement, as long as the total rates are maintained equal to those of the normal route and the radio rates are equal to those agreed.

(d) The State shall also transmit to Great Britain or Egypt through the said radiotelegraphic service also all telegrams destined for whatsoever other extra-European countries as may be jointly agreed.

(e) The State shall also receive and deliver or transmit further on all telegrams sent to it by the Company for delivery or further transmission.

(f) The State reserves, however, to itself the right to conduct direct radio telegraph services also with other European countries not provided for in the present Section.

3. The State shall conduct all international radio telephone traffic with the stations which the Company whether at present or in the future may operate or dispose of in European or extra-European countries within the confines of Art I. a. b. In all the countries where the Company either at present or in the future does not operate or dispose of such stations, the State undertakes to give preference on equal conditions to the stations with which the Company may from time to time have an arrangement for the conduct of the radio telephone service, the State reserving to itself the right of conducting radio telephone services also with other countries in which the Company may not have or dispose of radio telephone stations, or may not have arrangements with other stations for the conduct of the radio telephone traffic. As regards the details for the conduct of such radio telephone traffic the parties will conclude a supplementary agreement.

4. Throughout the duration of the present Agreement the whole telegraph traffic of Greece with any foreign country whatever shall be conducted exclusively through the State Service. The State undertakes during the same period: (a) That no international telegraph traffic is transmitted by any wire (aerial, underground or submarine) routes, unless destined to a country not included in the first four paragraphs (a, b, c and d) of the previous Section 2 also that no international traffic is exchanged by cables except exclusively if addressed from Greece to countries or originating in countries with which Greece is connected by cable direct that is to say, without the intervention of the service or the territory of any third country, any other international traffic by cables being prohibited with the further exception that in the case of:

(I) breakdown, whether temporary or otherwise of the State Wireles service.

(II) national emergency the State will dispose of the traffic as it deems advisable.

(b) That the rates of submarine routes be at least equal to the rates in effect from time to time between

διὰ τὰ μέσα ἀσυρμάτου συγκοινωνίας τὰ προβλεπόμενα ὑπὸ τῆς παρούσης Συμφωνίας.

Ἄρθρον 4.

Διεξαγωγὴ καὶ λογιστικὸς διακανονισμὸς Ραδιοτηλεγραφικῶν καὶ Ραδιοτηλεφωνικῶν ὑπηρεσιῶν συμφώνως πρὸς τοὺς Διεθνεῖς Κανονισμούς.

Ἡ διεξαγωγὴ καὶ ὁ λογιστικὸς διακανονισμὸς τῶν ραδιοτηλεγραφικῶν καὶ ραδιοτηλεφωνικῶν ὑπηρεσιῶν καὶ ἡ ἐξόφλησις τῶν ὀφειλομένων θὰ ἐνεργῆται συμφώνως πρὸς τὴν Διεθνῆ Σύμβασιν Τηλεπικοινωνίας τῆς Μαδρίτης τοῦ ἔτους 1932 ἢ πρὸς οἱανδήποτε, πρὸς ἀντικατάστασιν ἢ τροποποίησιν τῆς Διεθνοῦς ταύτης Συμβάσεως, τεθησομένην τυχὸν ἑκάστοτε ἐν τῷ μέλλοντι ἐν ἰσχύϊ Σύμβασιν καὶ συμφώνως πρὸς τοὺς προσηρτημένους εἰς τὰς Συμβάσεις ταύτας Τηλεγραφικούς, Τηλεφωνικοὺς Κανονισμοὺς ὡς καὶ Κανονισμοὺς Τηλεπικοινωνίας ἢ πρὸς οἱουσδήποτε πρὸς ἀντικατάστασιν ἢ τροποποίησιν τῶν τοιούτων Κανονισμῶν, τεθησομένους τυχὸν ἑκάστοτε ἐν τῷ μέλλοντι ἐν ἰσχύϊ ὑπηρεσιακοὺς Κανονισμούς.

Ἄρθρον 5.

Ἀνεπάρκεια Σταθμῶν ἐν περιπτώσει αὐξήσεως ἀνταποκρίσεως.

1. Ἐν ᾗ περιπτώσει τὰ ἑκατέρωθεν ὑπὸ τῶν δύο συμβαλλομένων διατιθέμενα μέσα ραδιοτηλεγραφικῆς ὑπηρεσίας ἢ τοῦ ἑτέρου ἐξ αὐτῶν, καθ' οἱανδήποτε χρονικὴν περίοδον δὲν θὰ ἦσαν ἐπαρκῆ ν' ἀντιμετωπίσωσι μετὰ ἱκανοποιητικῆς ταχύτητος πᾶσαν ἐνδεχομένην αὔξησιν τῆς δι' αὐτῶν ἀνταλλασσομένης ἀνταποκρίσεως, τὸ πλεόνασμα τῆς ἀνταποκρίσεως τὸ μὴ δυνάμενον ἱκανοποιητικῶς νὰ ἐξυπηρετηθῇ διὰ τῶν ὑφισταμένων μέσων, δύναται νὰ κατευθύνηται δι' ἄλλων ὁδῶν ἐπικοινωνίας μέχρις ὅτου τ' ἀναγκαιοῦντα συμπληρωματικὰ μέσα ἠθελον ἀμφοτέρωθεν παρασχεθῇ πρὸς ἀντιμετώπισιν τῆς οὕτω αὐξηθείσης ἀνταποκρίσεως.

2. Ὁσάκις αἱ ὑφιστάμεναι ἐγκαταστάσεις ἠθελον ἀποδειχθῇ συμφώνως πρὸς τὸ προηγούμενον ἐδάφιον ἀνεπαρκεῖς, ἑκάτερος τῶν συμβαλλομένων ὑποχρεοῦται νὰ καταβάλῃ πᾶσαν προσπάθειαν ὅπως παράσχῃ μετὰ πάσης δυνατῆς ταχύτητος τὰ τοιαῦτα ἀναγκαιοῦντα συμπληρωματικὰ μέσα.

3. Ἀμφότεροι οἱ συμβαλλόμενοι ἐπιφυλλάσσουσιν εἰς ἑαυτοὺς τὸ δικαίωμα νὰ κατευθύνωσι πρὸς τοὺς ραδιοσταθμοὺς ἄλλων ὑπηρεσιῶν οἱονδήποτε τμῆμα τῆς ἐξωτερικῆς ραδιοτηλεφωνικῆς ἀνταποκρίσεως διὰ τὸ ὁποῖον καὶ ἐφ' ὅσον χρόνον τὸ ἕτερον μέρος δὲν ἤθελε δυνηθῇ νὰ παράσχῃ τὰ διὰ τὴν ἱκανοποιητικὴν ἐξυπηρέτησιν αὐτοῦ ἀπαιτούμενα μέσα.

Ἄρθρον 6.

Μεταβίβασις δι' ἄλλων τηλεγραφικῶν ὁδῶν.

1. Ἡ μεταβίβασις δι' ἄλλων τηλεγραφικῶν ὁδῶν τῶν τηλεγραφημάτων, περὶ ὧν προβλέπει ἡ παροῦσα συμφωνία, ἐπιτρέπεται μόνον ἐν περιπτώσει προσκαίρου ὑπερφορτίσεως τῶν ραδιοτηλεγραφικῶν συγκοινωνιῶν ἢ διὰ λόγους Κρατικῆς ἀνάγκης ἢ δι' ἄλλην πρόσκαιρον αἰτίαν συνεπαγομένην ὑπερβολικὴν καθυστέρησιν κατὰ τὴν μεταβίβασιν ἢ λῆψιν τηλεγραφημάτων καὶ μόνον ἐὰν καὶ ἐφ' ὅσον ἤθελε κριθῇ ἀναγκαῖον πρὸς τὸ συμφέρον τῆς ἐξυπηρετήσεως τοῦ κοινοῦ.

2. Εἰς τὰς ἐν τῷ προηγουμένῳ ἐδαφίῳ περιπτώσεις, ἐφ' ὅσον δὲν θὰ ἔχωσιν ἐφαρμογὴν αἱ περὶ τηλεγραφημάτων «devié» διατάξεις τοῦ Διεθνοῦς Τηλεγραφικοῦ Κανονισμοῦ, ἡ ἐπὶ πλέον δαπάνη, εἰς ἣν περίπτωσιν ἡ χρησιμοποιουμένη ὁδὸς εἶναι δαπανηροτέρα, θὰ βαρύνῃ ἐξ ἡμισείας ἑκάτερον τῶν συμβαλλομένων καὶ τὸ ἀπομένον διαθέσιμον ποσὸν τελῶν, εἰς ἣν περίπτωσιν εἶναι ὀλιγώτερον δαπανηρά, θὰ κατανέμεται ἐξ ἴσου μεταξὺ τῶν δύο μερῶν.

the same points for the means of wireless communication provided for by the present convention.

Article 4.

Radio telegraph and radio telephone services to be conducted and accounted for in accordance with the international regulations.

1. The radio Telegraph and Radio Telephone services shall be conducted, accounted for and settled in accordance with the International Telecommunication Convention of Madrid 1932, or any Convention which may for the time being be in force in substitution therefor or amendment thereof and with the Telegraph Regulations, Radiocommunication Regulations and Telephone Regulations annexed thereto or any Service Regulations which may for the time being be in force in substitution therefor or amendment thereof.

Article 5.

Insufficiency of stations in the event of increase of traffic.

1. Should the means of radio telegraph service supplied at either end by the two parties or either of same, at any time not be sufficient to meet with satisfactory speed any eventual increase of the traffic exchanged by such means the excess of traffic which cannot satisfactorily be dealt with by the existing means, shall be disposed of by any other routes available until the necessary supplementary means be afforded by both parties for meeting the traffic thus increased.

2. Whenever the existing installations should in accordance with the previous section, be proved insufficient, each of the parties shall use everyen deavour to afford with all possible speed the said supplementary means required.

3. Both parties reserve to themselves the right to forward to the radio stations of other Services any part of the international radio-telephone traffic for which, and for such times as, the other party would not be able to afford the means required for the satisfactory service thereof.

Article 6.

Transmission by other telegraph routes.

1. The transmission by other telegraph routes of the telegrams, provided for by the present Agreement, shall be allowed only in the event of temporary congestion of the wireless routes, or for reasons of national emergency, or for other temporary reasons entailing excessive delay in the transmission and receipt of telegrams, and only if and as long as this would be considered necessary for the serving of the public.

2. In the cases referred to in the previous section, should the provisions of the International Telegraph Regulations regarding »devié» telegrams not apply, if the route employed is more costly, the additional cost shall be at the charge by half of each of the parties and, if it is less costly, the remaining available amount of rates shall be divided equally between the two parties.

"Αρθρον 7.

Καταστροφὴ ἢ διακοπὴ τῆς λειτουργίας τῶν Ραδιοσταθμῶν.

1. Ἐν περιπτώσει καταστροφῆς ἢ βλάβης οἱουδήποτε τῶν ραδιοσταθμῶν ἐκπομπῆς ἢ λήψεως ἢ τῶν συνδεουσῶν τοὺς σταθμοὺς τούτους μεταξύ των καὶ μετὰ τοῦ Κεντρικοῦ Γραφείου γραμμῶν ὁ συμβαλλόμενος εἰς τὸν ὁποῖον οἱ Σταθμοὶ οὗτοι ἀνήκουσιν, ὑποχρεοῦται ὅπως μετὰ πάσης δυνατῆς σπουδῆς εἴτε ἐπανιδρύσῃ τούτους ἐν περιπτώσει καταστροφῆς εἴτε ἀποκαταστήσῃ τὴν κανονικὴν λειτουργίαν αὐτῶν ἐν περιπτώσει βλάβης.

2. Ὁ χρόνος τῆς ἐκ τῆς τοιαύτης καταστροφῆς ἢ βλάβης ἐπελθούσης διακοπῆς τῆς λειτουργίας τῆς ραδιοτηλεγραφικῆς ὑπηρεσίας δὲν θὰ συνυπολογίζηται εἰς τὴν κατὰ τὸ ἄρθρον 16 ὁριζομένην διάρκειαν τῆς παρούσης Συμφωνίας, τῆς διαρκείας ταύτης παρατεινομένης ἐπὶ χρόνον ἴσον πρὸς τὸν χρόνον ἑκάστης τοιαύτης διακοπῆς.

"Αρθρον 8.

Καθορισμὸς Τελῶν.

1. Τὸ ὁλικὸν τέλος κατὰ λέξιν δι' ἓν σύνηθες τηλεγράφημα διαβιβαζόμενον διὰ τῆς ραδιοτηλεγραφικῆς ὑπηρεσίας τῆς προβλεπομένης ὑπὸ τῆς παρούσης Συμφωνίας καθορίζεται ὡς ἑξῆς :

α) Ἐὰν μὲν ἡ μεταβίβασις γίνεται τῇ συμπράξει τοῦ ἐν Μεγάλῃ Βρεττανίᾳ ραδιοτηλεγραφικοῦ σταθμοῦ τῆς Ἑταιρείας, τὸ ὁλικὸν τέλος θὰ ἀποτελῆται ἐκ τοῦ ἀθροίσματος τοῦ διαβατικοῦ ἢ τελικοῦ τέλους τῆς Μεγάλης Βρεττανίας, τοῦ ἐν τῷ ἐδαφίῳ 3 καθοριζομένου βασικοῦ ραδιοτέλους, τοῦ τελικοῦ ἢ διαβατικοῦ τέλους τῆς Ἑλλάδος καὶ τῶν καταβληθέντων διὰ τὴν μεταβίβασιν τοῦ τηλεγραφήματος περαιτέρω τελῶν ἢτυχὸν δικαιωμάτων.

β) Ἐὰν δὲ ἡ μεταβίβασις γίνεται τῇ συμπράξει τοῦ ἐν Αἰγύπτῳ ραδιοτηλεγραφικοῦ σταθμοῦ τῆς Ραδιοτηλεγραφικῆς Ἑταιρείας Μαρκόνι τῆς Αἰγύπτου, τὸ ὁλικὸν τέλος θὰ ἀποτελῆται ἐκ τοῦ ἀθροίσματος τοῦ διαβατικοῦ ἢ τελικοῦ τέλους τῶν σχετικῶν ζωνῶν τῆς Αγύπτου, τοῦ ἐν τῷ ἐδαφίῳ 3 καθοριζομένου βασικοῦ ραδιοτέλους, τοῦ τελικοῦ ἢ διαβατικοῦ τέλους τῆς Ἑλλάδος καὶ τῶν καταβληθέντων διὰ τὴν μεταβίβασιν τοῦ τηλεγραφήματος περαιτέρω τελῶν ἢ τυχὸν δικαιωμάτων.

2. Εἰδικῶς τὸ ὁλικὸν τέλος κατὰ λέξιν, δι' ἓν σύνηθες τηλεγράφημα ἀνταλλασσόμενον μὲν μεταξὺ Ἑλλάδος ἀφ' ἑνὸς καὶ Μεγάλης Βρεττανίας ἢ Βορείου Ἰρλανδίας ἀφ' ἑτέρου καθορίζεται εἰς τεσσαράκοντα ἓξ (46) ἑκατοστὰ τοῦ χρυσοῦ φράγκου ἀνταλλασσόμενον δὲ μεταξὺ Ἑλλάδος ἀφ' ἑνὸς καὶ Αἰγύπτου (πρώτης ζώνης) ἀφ' ἑτέρου εἰς ἑκατὸν δέκα πέντε (115) ἑκατοστὰ τοῦ χρυσοῦ φράγκου, τέλος δὲ ἀνταλλασσόμενον μεταξὺ Ἑλλάδος ἀφ' ἑνὸς καὶ Κύπρου ἀφ' ἑτέρου εἰς ἑκατὸν τεσσαράκοντα (140) ἑκατοστὰ τοῦ χρυσοῦ φράγκου.

Οἱ συμβαλλόμενοι συνομολογοῦσιν ἀπὸ κοινοῦ τὰ ἑξῆς βασικὰ ραδιοτέλη ὡς πρὸς τὰς κάτωθι ἀναφερομένας χώρας :

Μεγάλη Βρεττανία εἴκοσι ἑπτὰ (27) ἑκατοστὰ τοῦ χρ. φράγκου

Βέλγιον	δέκα πέντε	(15)	»	»	»	»
Δανία	δέκα τέσσαρα	(14)	»	»	»	»
Νορβηγία	δέκα τέσσαρα	(14)	»	»	»	»
Σουηδία	δέκα τέσσαρα	(14)	»	»	»	»
Ἱσπανία	δέκα τέσσαρα	(14)	»	»	»	»
Πορταγαλλία	δέκα τέσσαρα	(14)	»	»	»	»
Μάλτα	δέκα τέσσαρα	(14)	»	»	»	»
Μαρόκον, Λιβύη) Κανάριοι νῆσοι)	δέκα τέσσαρα	(14)	»	»	»	»
Γιβραλτὰρ	δέκα τέσσαρα	(14)	»	»	»	»
Αἴγυπτος	ὀγδοήκοντα πέντε	(85)	»	»	»	»

Article 7.

Destruction or interruption of the operation of the radio stations.

1. In case of destruction or breakdown of any of the radio transmitting or receiving stations or of the lines connecting such stations with each other and with the relative Central Office, the party to whom such stations belong shall, with every possible speed, either reinstate same in case of destruction or restore their normal working order in case of breakdown.

2. The time of the interruption of the operation of the radio telegraph service caused by such destruction or breakdown shall not be computed in the duration of the present Agreement, as provided for in Article 16 such duration being extended for a time equal to the time of each such interruption.

Article 8.

Determination of rates.

1. The total rate per word for an ordinary telegram transmitted by the radio telegraph service provided for by the present Agreement is fixed as follows:

(a) If the transmission is effected with the co-operation of the radio telegraph station of the Company in Great Britain, the total rate shall be made up of the sum of the transit or terminal rate of Great Britain; of the basic radio rate specified in Section 3, of the terminal or transit rate of Greece and of the further rates or charges (if any) paid for the transmission of the telegram.

(b) If the transmission is effected with the co-operation of the radio telegraph station in Egypt of the Marconi Radiotelegraph Company of Egypt, the total rate shall be made up of the sum of the transit or terminal rate of the relative zones of Egypt, of the basic radio rate specified in Section 3, of the terminal or transit rate of Greece and of the further rates or chrages (if any) paid for the transmission of the telegram.

2. The total rate per word for an ordinary telegram, if exchanged between Greece on the one part and Great Britain or Northern Ireland on the other part is specifically fixed at fortysix (46) centimes of the gold franc and, if exchanged between Greece on the one part and Egypt (first zone) on the other part at hundred and fifteen (115) centimes of the gold franc and, lastly, if exchanged between Greece on the one part and Cyprus on the other part at hundred and forty (140) centimes of the gold franc.

3. The parties agree mutually to the following basic radio rates in respect of the undermentioned countries :

Great Britain twentyseven 27 centimes of the gold franc.

Belgium	fifteen	15	»	»	»	»
Denmark	fourteen	14	»	»	»	»
Norway	fourteen	14	»	»	»	»
Sweden	fourteen	14	»	»	»	»
Spain	fourteen	14	»	»	»	»
Portugal	fourteen	14	»	»	»	»
Malta	fourteen	14	»	»	»	»
Morocco, Libia, Canary Isles	fourteen	14	»	»	»	»
Gibraltar	fourteen	14	»	»	»	»
Egypt	eighty five	85	»	»	»	»

Δι' Ὑπερευρωπαϊκὰ τηλεγραφήματα τὸ βασικὸν ραδιοτέλος μεταξὺ Ἑλλάδος καὶ Μεγάλης Βρεττανίας συφωνεῖται πρὸς τεσσαράκοντα δύο ἑκατοστὰ τοῦ χρυσοῦ φράγκου, ὁσάκις δὲ τοιαῦτα τηλεγραφήματα μεταβιβάζονται μέσῳ Αἰγύπτου τὸ βασικὸν ραδιοτέλος μεταξὺ Ἑλλάδος καὶ Αἰγύπτου συμφωνεῖται πρὸς ὀγδοήκοντα πέντε (85) ἑκατοστὰ τοῦ χρυσοῦ φράγκου. Πλὴν τῶν ἀνωτέρω βασικῶν ραδιοτελῶν δύνανται νὰ καθορισθῶσι καὶ ἄλλα βασικὰ ραδιοτέλη διὰ κοινῆς συμφωνίας τῶν συμβαλλομένων.

4. Τὰ βασικὰ ραδιοτέλη θὰ διανέμωνται ἐξ ἡμισείας μεταξὺ τοῦ Κράτους καὶ τῆς Ἑταιρείας. Οἱαδήποτε ἄλλα τέλη καταβαλλόμενα διὰ τὴν διαβίβασιν τῶν τηλεγραφημάτων πέραν τῶν χωρῶν διὰ τὰς ὁποίας ἰσχύουσι τὰ ραδιοτέλη θὰ ὀνομάζωνται ἐφεξῆς πρὸς διάκρισιν «περαιτέρω τέλη».

5. Ἐὰν τὰ τέλη τῆς κανονικῆς ὁδοῦ διὰ τὴν Εὐρωπαϊκὴν ἀνταπόκρισιν τὰ ἰσχύοντα κατὰ τὴν ὑπογραφὴν τῆς παρούσης συμφωνίας καὶ ἐπὶ τῇ βάσει τῶν ὁποίων καθωρίσθησαν τὰ ὁλικὰ τέλη τῆς ραδιοσυγκοινωνίας μεταξὺ τῶν δύο συμβαλλομένων, μειωθῶσι μεταγενεστέρως, συμφωνεῖται ὅτι τὰ βασικὰ ραδιοτέλη θὰ ἀναθεωρῶνται κοινῇ συμφωνίᾳ.

6. Ἑκάτερος τῶν συμβαλλομένων θὰ ἐπιδιώκῃ νὰ ἐξασφαλίζῃ διὰ τὴν ἐν τῇ παρούσῃ συμφωνίᾳ προβλεπομένην ραδιοτηλεγραφικὴν ὑπηρεσίαν τὰ εὐνοϊκώτερα τελικὰ καὶ διαβατικὰ τέλη καὶ τὰς εὐνοϊκωτέρας διευκολύνσεις ἐξαιρέσει τῶν ἀφορωσῶν τὰ ὅμορα καὶ δὴ διαβαλκανικὰ τέλη συμφωνιῶν ὅσαι ἔχουσι παραχωρηθῇ ἢ ἤθελον παραχωρηθῇ εἰς οἱανδήποτε ἄλλην Ὑπηρεσίαν ἢ Ἑταιρείαν καὶ ἰδὰ ἐπιδιώκῃ ἐπίσης νὰ ἐξασφαλίσῃ τὴν καταβολὴν ὅσον τὸ δυνατὸν μικροτέρων περαιτέρω τελῶν καὶ δικαιωμάτων πρὸς τὰς Τηλεγραφικὰς ὑπηρεσίας ἢ ἑταιρείας, αἵτινες ἐχρησιμοποιήθησαν διὰ τὴν περαιτέρω διαβίβασιν τῶν τηλεγραφημάτων. Τὰ τοιαῦτα περαιτέρω τέλη καὶ δικαιώματα θὰ καθορίζωνται ἑκάστοτε ὑπὸ τῶν οἰκείων Ὑπηρεσιῶν ἢ θὰ συμφωνῶνται ἀπὸ κοινοῦ μεταξὺ τούτων καὶ ἐκείνου τῶν συμβαλλομένων διὰ τοῦ σταθμοῦ τοῦ ὁποίου πρόκειται νὰ γίνῃ ἡ περαιτέρω μεταβίβασις.

7. Τὰ ὁλικὰ τέλη θὰ καθορίζωνται ἐπὶ τῇ βάσει τοῦ χρυσοῦ φράγκου καὶ θὰ δημοσιεύωνται προσηκόντως.

8) Εἰδικὰ ἠλαττωμένα τέλη δύνανται νὰ εἰσπράττωνται ἐπὶ τηλεγραφημάτων ἐπιβραδυνομένων (differé), δημοσιογραφικῶν τηλεγραφημάτων ὡς καὶ δι' ἄλλας εἰδικὰς ὑπηρεσίας, καθορισθησομένας κοινῇ συμφωνίᾳ.

Ἄρθρον 9.

Κυβερνητικὰ τηλεγραφήματα.

Διὰ τὰ τηλεγραφήματα τῶν Κυβερνήσεων Ἑλλάδος καὶ Μεγάλης Βρεττανίας θὰ καταβάλληται τὸ ἥμισυ τῶν ἑκάστοτε ἰσχυόντων δι' αὐτὰ ραδιοτελῶν, παντὸς ποσοῦ περαιτέρω τελῶν καὶ τυχὸν δικαιωμάτων καταβαλλομένου ὑπὸ τῶν Κυβερνήσεων τούτων ἐξ ὁλοκλήρου.

Ἄρθρον 10.

Σύνδεσις Ραδιοτηλεγραφικῶν Ὑπηρεσιῶν μετὰ τῶν Τηλεγραφικῶν καὶ Τηλεφωνικῶν Ὑπηρεσιῶν καὶ παροχὴ εὐκολιῶν.

1. Ἑκάτερος τῶν συμβαλλομένων ὑποχρεοῦται νὰ ἑνώσῃ τὰς ραδιοτηλεγραφικὰς ὑπηρεσίας αὐτοῦ ἀπ' εὐθείας, ἐφ' ὅσον τοῦτο εἶναι ἐφικτόν, μετὰ τῶν τηλεγραφικῶν καὶ τηλεφωνικῶν ὑπηρεσιῶν τῆς ἰδίας αὐτοῦ χώρας καὶ μεθ' ὅλων τῶν κυρίων γραμμῶν ἢ ὁδῶν ταύτης καὶ νὰ παρέχῃ εὐκολίας εἰς φερέγγυα φυσικὰ ἢ νομικὰ πρόσωπα, σχετικῶς πρὸς τὴν ἐπίδοσιν καὶ παραλαβὴν διὰ τηλεφώνου τηλεγραφημάτων προερχομένων ἐκ τῆς ραδιοτηλεγραφικῆς ὑπηρεσίας ἢ προοριζομένων πρὸς ταύτην.

2. Αἱ ἐπιβαρύνουσαι τὴν ἐπίδοσιν καὶ παραλαβὴν τῶν τοιούτων τηλεφωνημάτων δαπάναι θὰ καταβάλλωνται ὑπὸ τῶν ἀποδεκτῶν ἢ ἀποστολέων τῶν εἰρημένων τηλεγραφημάτων.

For extra-european telegrams the basic radio rate between Greece and Great Britain is agreed at forty two (42) centimes of the gold franc and whenever such telegrams are transmitted through Egypt the basic radio rate between Greece and Egypt is agreed at eighty five (85) centimes of the gold franc. Besides the above basic radio rates, other basic radio rates may also be determined by mutual agreement of the parties.

4. The basic radio rates shall be divided equally between the State and the Company. Any other rates paid for the transmission of the telegrams beyond the countries for which the basic radio rates apply shall be hereinafter referred to, for discrimination, as »fur ther rates».

5. If the normal route rates for the European traffic, in force at the time of the signature of the present Agreement and on the basis of which the total rates of the radio communication between the two parties were fixed, are subsequently decreased, it is agreed that the basic radio rates shall be revised by mutual agreement.

6. Each party shall endeavour to secure for the radio telegraph service provided for in the present Agreement, all the most favourable terminal and transit rates and the most favourable facilities with the exception of the agreements granted or which would be granted to any other service or Company concerning limitrophic and especially interbalcan rates and shall also endeavour to secure the payment of the lowest possible further rates and charges to the Telegraph Services or Companies which were utilised for the further trasmission of the telegrams. Such further rates and charges shall be fixed every time by the respective Services or shall be agreed in common between these and that party by means of whose station the further tranmission is to be effected.

7. The total rates shall be fixed on the basis of the gold franc and shall be properly published.

8. Special reduced rates may be collected for deferred telegrams, press telegrams as also for othe special services, to be fixed by mutual agreement.

Article 9.

Government Telegrams.

The telegrams of the Greek and British Governments shall be charged for at half the radio rate from time to time in effect for same any amount of further rates and charges (if any) being paid by such Governments in full.

Article 10.

Connection of the radio Telegraph services with the Telegraph and Telephone services and facilities to be afforded.

1. Each of the parties shall connect its own radio telegraph services directly, as far as this is practicable, with the telegraph and telephone services of its own country and with all the main lines or routes thereof, and shall afford to responsible persons or corporations, facilities in respect of the delivery and acceptance by telephone of telegrams emanating from the radio telegraph service or destined to it.

2. The telephone charges for delivery and acceptance of such telegrams shall be paid by the adressees or senders of the said telegrams.

Ἄρθρον 11.

Τηλεγραφήματα ἐπὶ πιστώσει.

1. Ἑκάτερος τῶν συμβαλλομένων ὑποχρεοῦται νὰ παρέχῃ εὐκολίας διὰ τὰ «ἐπὶ πιστώσει» τηλεγραφήματα εἰς φερέγγυα φυσικὰ ἢ νομικὰ πρόσωπα, ἅτινα ἤθελον ζητήσῃ τοῦτο διὰ τοῦ ἑτέρου τῶν συμβαλλομένων.

2. Ὁ συμβαλλόμενος ὁ συνάπτων τὴν σχετικὴν συμφωνίαν θὰ εἶναι ὑπεύθυνος διὰ τὴν εἴσπραξιν ὅλων τῶν σχετικῶν τελῶν καὶ δικαιωμάτων.

Ἄρθρον 12.

Ἀτέλεια ὑπηρεσιακῶν τηλεγραφημάτων.

Ὑπηρεσιακὰ τηλεγραφήματα ἀφορῶντα εἴτε τὴν ραδιοτηλεγραφικὴν ἀνταπόκρισιν εἴτε τὴν ἐν γένει ραδιοτηλεγραφικὴν ὑπηρεσίαν θὰ ἀνταλλάσσωνται δωρεὰν, θὰ καταβάλλωνται δὲ μόνον τὰ καταβληθησόμενα περαιτέρω τέλη καὶ δικαιώματα διὰ τὴν περαιτέρω διαβίβασιν αὐτῶν μέσῳ ἄλλων γραμμῶν μὴ παρεχουσῶν τοιαύτην ἀτέλειαν.

Ἄρθρον 13.

Ἐξασφάλισις ταχείας ἀπαντήσεως εἰς ὑπηρεσιακὰ τηλεγραφήματα.

Ἑκάτερος τῶν συμβαλλομένων ὑποχρεοῦται νὰ λαμβάνῃ πάντα τ' ἀπαιτούμενα ἀποτελεσματικὰ μέτρα πρὸς ἐξασφάλισιν ταχείας ἀπαντήσεως σχετικῶς πρὸς ὑπηρεσιακὰ τηλεγραφήματα, ἐπαναλήψεις, ὥρας ἐπιδόσεως καὶ ἄλλα παρόμοια ζητήματα.

Ἄρθρον 14.

Ἀναστολὴ συμφωνίας λόγῳ ἐθνικῆς ἀνάγκης.

1. Μόνον ἐν περιπτώσει ἀναποτρέπτου ἐθνικῆς ἀνάγκης δικαιοῦται ἡ Ἑλληνικὴ Κυβέρνησις νὰ ἀναστείλῃ τὴν κανονικὴν, συμφώνως πρὸς τὴν παροῦσαν Συμφωνίαν, διαμοιβὴν τῆς ἐξωτερικῆς ἀνταποκρίσεως καὶ ἐπὶ τόσον μόνον διάστημα ὅσον ἤθελε διαρκέσῃ ἡ τοιαύτη ἀνάγκη.

2. Εὐθὺς ὡς ἐκλείψει ἡ τοιαύτη ἀνάγκη ἅπασαι αἱ διατάξεις τῆς παρούσης Συμφωνίας ἐπανέρχονται εἰς ἐφαρμογὴν καὶ θὰ ἐξακολουθήσωσι ἐφ' ἐξῆς νὰ ἰσχύωσι καθ' ὅλα, ὑποχρεουμένης τῆς Διευθύνσεως νὰ ἀπακαταστήσῃ τὴν καλὴν λειτουργίαν τῶν ραδιοσταθμῶν. Ἡ διάταξις τοῦ παρόντος ἐδαφίου ἐφαρμόζεται καὶ εἰς ἣν περίπτωσιν ἡ Κυβέρνησις τῆς Μεγάλης Βρεττανίας ἤθελε προβῇ εἰς τὴν ἐπίταξιν τῶν ἐν Μεγάλῃ Βρεττανίᾳ ραδιοσταθμῶν τῆς Ἑταιρείας ἢ ἀναστείλῃ τὴν κανονικὴν διαμοιβὴν τῆς ἐξωτερικῆς ἀνταποκρίσεως.

2. Ὁ χρόνος καθ' ὃν ἤθελε διαρκέσῃ ἡ εἰρημένη ἀναστολὴ τῆς παρούσης συμφωνίας δὲν θὰ συνυπολογίζηται εἰς τὴν κατὰ τὸ ἄρθρον 16 ὁριζομένην διάρκειαν τῆς παρούσης Συμφωνίας, τῆς διαρκείας ταύτης παρατεινομένης ἐπὶ χρόνον ἴσον πρὸς τὸν χρόνον ἑκάστης τοιαύτης ἀναστολῆς.

Ἄρθρον 15.

Ὧραι διακοπῆς ὑπηρεσίας.

Διὰ νὰ ἱκανοποιῆται ὁ ὅρος τοῦ ἐδαφίου 2 τοῦ ἄρθρου 2 τῆς παρούσης Συμφωνίας, ἡ ραδιοτηλεγραφικὴ ὑπηρεσία θὰ διεξάγηται κατὰ τὸ δυνατὸν συνεχῶς ἐφ' ὅσον τὸ ποσὸν τῆς ἀνταποκρίσεως τὸ ἐπιβάλλει· πάντως ὅμως αἱ ἐνδεχόμεναι διακοπαὶ θὰ εἶναι βραχείας διαρκείας, ὥστε νὰ μὴν ἐπηρεάζηται ἡ ταχύτης τῆς διαμοιβῆς τῆς ἀνταποκρίσεως καὶ θὰ προτιμῶνται πρὸς ἀνταπόκρισιν αἱ ὧραι αἱ παρέχουσαι τὴν ἱκανοποιητικωτέραν ἀπόδοσιν τῶν σημείων.

Article 11.

Telegrams on credit.

1. Each one of the contracting parties is obliged to afford facilities to responsible persons or Corporations for telegrams »on credit» to be asked for by the said persons or corporations through the other contracting party.

2. The contracting party concluding the relative agreement shall be responsible for the collection of all the relative rates and charges

Article 12.

Free exchange of service Telegrams.

Service telegrams concerning either radiotelegraphic correspondence or the radiotelegraphic service in general shall be exchanged gratis and only the further rates and dues payable shall be paid for the further transmission of such telegrams through other lines not affording such free service.

Article 13.

Securing of speedy reply to service Telegrams.

Each one of the contracting parties is obliged to take all the necessary effective measures in order to secure quick reply in connection with service telegrams, repetitions, times of delivery and other similar questions.

Article 14.

Suspension of Agreement on Account of national necessity.

1. Only in case of unavoidable national necessity the Greek Government may suspend the normal exchange, in accordance with the present Agreement, of the international traffic and only for such period as such necessity shall last.

2. As soon as such necessity disappears all the provisions of the present Agreement are reinstated and shall thenceforward continue in full force and effect, and the Administration shall restore the good working order of the radio stations. The provision of the present Section applies also in case the Government of Great Britain should proceed to the requisition of the radio stations of the Company in Great Britain or suspend the regular exchange of the international traffic.

3. The time of such suspension of the present Agreement shall not be computed in the duration of the present Agreement, as provided for in Article 16, such duration being extended for a time equal to the time of each such suspension.

Article 15.

Hours of suspension of service.

1. For satisfying the provision of Section 2 of Article 2 of the present Agreement, the radio telegraph service shall be conducted as far as possible continuously provided the amount of the traffic demands it but, in any case, the possible suspension shall be of short duration, so that the speed in the exchange of the traffic may not be affected and preference shall be given for the exchange of traffic to the hours which yield the most satisfactory results as regards the signals.

Ἄρθρον 16.

Διάρκεια Συμφωνίας.

Ἡ παροῦσα Συμφωνία θὰ ἰσχύῃ διὰ περίοδον δέκα πέντε (ἀριθ. 15) ἐτῶν ἀρχομένη ἀπὸ τοῦ δεκάτου ἕκτου ἔτους ἀπὸ τῆς κυρώσεως τῆς κυρίας συμβάσεως εἰς ἣν προσαρτᾶται ἡ παροῦσα Συμφωνία. Ἐὰν ὅμως δὲν καταγγελθῇ ἐγγράφως ὑπὸ τοῦ ἑτέρου τῶν συμβαλλομένων τὸ βραδύτερον ἓξ ἡμερολογιακοὺς μῆνας πρὸ τῆς λήξεως τῆς εἰρημένης δεκαπενταετίας, ἡ Συμφωνία παρατείνεται αὐτοδικαίως μέχρι τῆς συμπληρώσεως ἓξ ἡμερολογιακῶν μηνῶν ἀπὸ τῆς τυχὸν μεταγενεστέρως γενομένης ἐγγράφου καταγγελίας. Μετὰ τὴν λῆξιν τῆς Συμφωνίας τὸ Κράτος ἀποκτᾷ πλήρη ἐλευθερίαν ὡς πρὸς τὸ ἀντικείμενον τῆς παρούσης.

Ἄρθρον 17.

Διαιτησία

Πᾶσα διαφορὰ μεταξὺ τῶν συμβαλλομένων, ἀφορῶσα τὴν ἑρμηνείαν τῆς παρούσης Συμφωνίας ἢ ἐν γένει προκύπτουσα κατὰ τὴν ἐφαρμογὴν ταύτης, θὰ ὑποβάλληται εἰς τὸν Διευθυντὴν τοῦ Διεθνοῦς Γραφείου τῆς Τηλεγραφικῆς Ἑνώσεως καὶ ἡ ἀπόφασις τούτου θὰ εἶναι τελεσίδικος καὶ ὑποχρεωτικὴ διὰ ἀμφοτέρους τοὺς συμβαλλομένους. Αἱ δαπάναι τῆς τοιαύτης διαιτησίας θὰ βαρύνωσιν ἐξ ἴσου τοὺς συμβαλλομένους.

Ἐν Ἀθήναις τῇ 29 Ἀπριλίου 1937.

Οἱ συμβαλλόμενοι

Ὁ Ὑφυπουργὸς τῆς Συγκοινωνίας

Κ. ΝΙΚΟΛΟΠΟΥΛΟΣ

Ο ΑΝΤΙΠΡΟΣΩΠΟΣ ΤΗΣ ΕΤΑΙΡΕΙΑΣ «ΚΕΪΜΠΛ ΚΑΙ ΓΟΥΑΪΡΛΕΣ ΛΙΜΙΤΕΔ»
CABLE AND WIRELESS LTD

ΕΡ. Ο. ΓΚΡΑΝΤ

Article 16.

Duration of Agreement.

The present Agreement shall be effective for a period of fifteen years starting from the sixteenth year after the ratification of the main Convention to which the present Agreement is annexed. If, however, no notice in writing for its termination is given by either party at the latest six calendar months prior to the expiration of the said fifteen years' period the Agreement shall be extended ipso facto until the completion of six calendar months from any termination notice made subsequently in writing. After the expiration of the Agreement the State acquires full liberty as to the object of the present.

Article 17.

Arbitration.

Any difference between the parties, concerning the interpretation of the present Agreement or generally arising during the application thereof, shall be submitted to the Director of the International Bureau of the Telegraph Union and his decision shall be final and binding for both parties, The expenses of such arbitration shall be borne equally by the parties.

Athens the 29 April 1937.

THE CONTRACTING PARTIES

The Under Secretary of Communications

C. NICOLOPOULOS

The Representative of «Cable and Wireless Ltd»

H. W. GRANT

ΓΝΩΣΤΟΠΟΙΗΣΙΣ

Διὰ τῶν ἀπὸ 13 Φεβρουαρίου 1933 καὶ 19 Φεβρουαρίου 1934 Π. Διαταγμάτων, δημοσιευθέντω εἰς τὰ ὑπ' ἀριθ. 43 τοῦ ἔτους 1933 καὶ 79 τοῦ ἔτους 1934 φύλλα τοῦ Α΄ Τεύχους τῆς Ἐφημ. τ Κυβερνήσεως ἡ τιμὴ τῶν τμηματικῶς πωλουμένων φύλλων ὁρίζεται εἰς δραχμὰς μὲν τέσσαρας δι' ἕκαστον φύλλον τῆς Ἐφημερίδος τῆς Κυβερνήσεως καὶ δραχμὰς πέντε (5) δι' ἕκαστον φύλλον τ Δελτίου Ἀνωνύμων Ἑταιρειῶν, ἡ δὲ ἐτησία συνδρομὴ αὐτῆς λογιζομένη ἀπὸ 1ης Ἰανουαρίου ἑκάστ ἔτους ὁρίζεται ὡς ἑξῆς:

Α΄) Δι' ὁλόκληρον τὴν Ἐφημερίδα μετὰ τοῦ Δελτίου Ἀνωνύμων Ἑταιρειῶν

ΔΙΑ ΤΟ ΕΣΩΤΕΡΙΚΟΝ: ΔΡΑΧΜΑΣ ΕΝΝΕΑΚΟΣΙΑΣ.....(900)
ΔΙΑ ΤΟ ΕΞΩΤΕΡΙΚΟΝ: ΔΡΑΧΜΑΣ ΧΙΛΙΑΣ ΟΚΤΑΚΟΣΙΑΣ 1800

Β΄) Διὰ τὰ τρία Τεύχη Α΄, Β΄, Γ΄ καὶ Παράρτημα

ΔΙΑ ΤΟ ΕΣΩΤΕΡΙΚΟΝ: ΔΡΑΧ. ΠΕΝΤΑΚΟΣΙΑΣ ΠΕΝΤΗΚΟΝΤΑ(550)
ΔΙΑ ΤΟ ΕΞΩΤΕΡΙΚΟΝ: ΔΡΑΧΜΑΣ ΧΙΛΙΑΣ ΕΚΑΤΩΝ . (1100)

Γ΄) Διὰ τὰ τρία Τεύχη Α΄, Β΄ καὶ Γ΄

ΔΙΑ ΤΟ ΕΣΩΤΕΡΙΚΟΝ: ΔΡΑΧΜΑΣ ΤΕΤΡΑΚΟΣΙΑΣ.....(400)
ΔΙΑ ΤΟ ΕΞΩΤΕΡΙΚΟΝ: ΔΡΑΧΜΑΣ ΟΚΤΑΚΟΣΙΑΣ .... (800)

Δ΄) Διὰ τὸ Α΄ Τεῦχος

ΔΙΑ ΤΟ ΕΣΩΤΕΡΙΚΟΝ: ΔΡΑΧΜΑΣ ΔΙΑΚΟΣΙΑΣ. .... (20

Ε΄) Διὰ τὸ Παράρτημα

ΔΙΑ ΤΟ ΕΣΩΤΕΡΙΚΟΝ: ΔΡΑΧΜΑΣ ΤΡΙΑΚΟΣΙΑΣ..... (3
ΔΙΑ ΤΟ ΕΞΩΤΕΡΙΚΟΝ: ΔΡΑΧΜΑΣ ΕΞΑΚΟΣΙΑΣ..... (6

ΣΤ΄) Διὰ τὸ Δελτίον Ἀνωνύμων Ἑταιρει

ΔΙΑ ΤΟ ΕΣΩΤΕΡΙΚΟΝ: ΔΡΑΧΜΑΣ ΤΕΤΡΑΚΟΣΙΑΣ ... (4
ΔΙΑ ΤΟ ΕΞΩΤΕΡΙΚΟΝ: ΔΡΑΧΜΑΣ ΟΚΤΑΚΟΣΙΑΣ..... (8

Τὸ ἀντίτιμον τῶν συνδρομῶν κατατίθεται εἰς τὰ κατὰ τόπους Δημόσια Ταμεῖα καὶ τὸ ἐκδιδόμεν σχετικῶς διπλότυπον εἰσπράξεων ἀποστέλλεται εἰς τὴν Ὑπηρεσίαν τοῦ Ἐθνικοῦ Τυπογραφείου.

ΔΗΜΟΣΙΕΥΣΕΙΣ

Ἡ Δημοσίευσις εἰς τὸ «Παράρτημα» τῆς Ἐφημερίδος τῆς Κυβερνήσεως τῶν διαφόρ δικαστικῶν πράξεων καὶ προσκλήσεων κλπ. ὡς καὶ ἡ δημοσίευσις εἰς τὸ «**Δελτίον Ἀνωνύμ Ἑταιρειῶν**», τῶν Καταστατικῶν Ἀνωνύμων Ἑταιρειῶν, Τραπεζῶν κλπ. ὁρίζεται:

1) Τῶν δικαστικῶν πράξεων εἰς δραχμὰς ἑκατὸν πεντήκοντα (150).
2) Τῶν Καταστατικῶν τῶν Ἀνωνύμων Ἑταιρειῶν εἰς δραχμὰς πέντε χιλιάδας (5.000).
3) Τῶν τροποποιήσεων τούτων εἰς δραχμὰς χιλίας (1.000).
4) Τῶν ἀνακοινώσεων καὶ προσκλήσεων εἰς Γενικὰς Συνελεύσεις, τακτικὰς ἢ ἐκτάκτους τ Ἀνωνύμων Ἑταιρειῶν ἐν γένει εἰς δραχμὰς τετρακοσίας (400).
5) Τῶν Ἰσολογισμῶν εἰς δραχμὰς δύο χιλιάδας (2.000) καὶ
6) Τῶν συνοπτικῶν μηνιαίων καταστάσεων Τραπεζιτικῶν Ἀνωνύμων Ἑταιρειῶν εἰς δραχ χιλίας (1.000) δι' ἑκάστην δημοσίευσιν.

Ἐν Ἀθήναις τῇ 28 Φεβρουαρίου 1934

Ο ΔΙΕΥΘΥΝΤΗΣ
Κ. Λ. ΣΤΕΡΓΙΑΚΗΣ

ΣΗΜ. Παρακαλοῦνται οἱ λαμβάνοντες τὴν Ἐφημερίδα τῆς Κυβερνήσεως ὅπως διαφυλάττωσι ταύτην, καθόσον φύλλα της ἐκδίδονται εἰς ὡρισμένον ἀριθμὸν ἀντιτύπων. Ὁμοίως νὰ παρακολουθῶσι τὰ φύλλα, διότι τούτων πολλάκις λόγῳ ὑπηρεσιακῆς ἀνάγκης συνεκτυποῦνται μετ' ἄλλων, ἄλλα δὲ προθυστέρως ἐκδίδο καὶ ἀποστέλλονται.

Ἐκ τοῦ Ἐθνικοῦ Τυπογραφείου