CHAPTER 7

CONCLUSION

The analysis that is presented in the thesis clearly shows how broadcasting systems originated and took root in the 1920s in Britain and India even though their respective histories in terms of their development and expansion diverged due to the different political conditions prevailing in both countries. While the public broadcasting system in Britain was nurtured under a full-fledged Parliamentary democracy in an independent nation, the public broadcasting system in India had to grow under the shackles of a colonial administration. As a result, the ideals and objectives which prompted the institutionalisation of the British broadcasting system as an autonomous set-up were conspicuous by their absence in the setting up of the public broadcasting system in India. That dichotomy embedded in the origin, growth and ethos of the two systems left their imprints on their structuring and performances in the period under study.

In addition to the separate conclusions drawn on each chapter of this thesis, which are given at the end in all of them, a few major points need to be focussed here, as part of this general Conclusion, from the point of view of this Comparative Study. These include the way the two broadcasting systems became prominent in their respective countries, their endeavour to become autonomous, their attempts to remain monopolies, the problems they encountered during their expansion and consolidation, the attitudes of the concerned governments towards valid recommendations of special committees on broadcasting for improvement and innovation, and so on.
It may be seen that though the British Broadcasting Company had mixed success in the beginning, and found itself at odds with the Posts and Telegraphs Department, which was the regulatory Authority, on a number of vital issues, a willingness to negotiate and find solutions through a variety of mechanisms, including the Inquiry Committees, kept the nascent medium growing. Its growth was further aided by active public interest and support for the new medium, which provided it with the revenues necessary for expansion, and the decency of the political class in Britain, which, even when they were somewhat chary of the effect of the new medium on politics, did not stand in the way of its growth. This positive environment for the birth and growth of broadcasting in Britain was also aided by the linguistic unity of a large part of the country and the homogeneity of its population.

If one looks back, the General Strike of 1926 was the major event that put the new medium into the public domain in a dramatic way and set the ball rolling for a rapid change in its status from a private Company to a Public Corporation, and gave not only to the new Corporation, but also to the politicians and the public, an idea about its potential for disseminating news, information and entertainment. The successful negotiation of the nearly incompatible aims of placating the politician and disseminating news of the General Strike reassured the politicians that Broadcasting was a potentially amenable entity, and they assumed that they had tamed it by converting it into a Public Corporation with adequate safeguards built in. Part of the confidence of the political Establishment also emanated from the fact that one among them, John Reith, was at the helm of affairs and could be depended on to steer a tight and competent ship. To further enhance their control, the institution of the Board of Governors was created and packed with, again, members of the
Establishment. Thus, present at the creation of the broadcasting institution was a system of control that reassured those who had most at stake, i.e. the politicians, that there was an invisible hand at the till.

India, on the other hand, was a British colony, and, more importantly, a market for British goods and manufactures. Despite the reservations of the British colonial authorities, who had very mixed feelings about the new medium, influential companies, such as the Marconi Company, succeeded in getting the colonial authorities to sanction broadcasting in India by playing on their avidity and promising large infusions by way of customs duties and excise revenues as well as the licence fees on receiving sets. But, the Indian businessmen who were co-opted by the companies in this endeavour had little interest in broadcasting and were only looking for easy ways to make a profit out of broadcasting. When such profits failed to materialise within a short time, and the government, still wary of broadcasting, refused to step in and bail out the Indian Broadcasting Company, this endeavour was moving in the direction of failure. Indeed, the government was not displeased by the early demise of the Company, and in fact, hastened it by not responding to its appeals for succour. However, the traders who had built up a huge backlog of broadcasting sets worth a lot of money, and who would have had no option but to ship these sets back to Britain if broadcasting ceased to exist, prevailed upon the government to take over the broadcasting set-up, which consisted of two transmitters in Bombay and Calcutta, at the western and eastern extremities of the country. That was at a time when the BBC covered the entire British Isles and was on the verge of beginning its Empire Service to the colonies and the Dominions. However, the broadcasting system in India continued to remain under central control.
The BBC had had a close relationship with Indian broadcasting right from its inception, with almost all the personnel of the Indian Broadcasting Company having been drawn from the BBC’s ranks. John Reith’s continued interest in Indian Broadcasting and the Indian authorities relative ignorance of broadcasting matters saw them turn to John Reith again and again for advice. This advice was given based on the BBC experiences in the medium and its vision of broadcasting. The relationship and desire to build Indian broadcasting on the BBC model seemed further strengthened following the deputation of Lionel Fielden as the Controller of Broadcasting. However, the perception of central control had very different connotations for Fielden and the Indian authorities. The latter were intent on keeping an iron grip on broadcasting, utilising their regulatory and licensing powers not only to regulate and restrict the content of broadcasting but even to keep a watchful eye on those who possessed the capability to receive those broadcasts, i.e., people with broadcasting sets. The convoluted logic followed by the colonial government was also reflected in its renewed interest in broadcasting following a spurt in customs and excise receipts after the BBC’s Empire Service came on stream.

The question of autonomy was one that came to the fore in critical situations. Indeed, it was in times of crises that Broadcasting came into its own. For the BBC, the Second World War was its finest hour as the government reposed its trust in the institution by not taking it over formally even though a Ministry of Information was created for the duration of the War, for the first time in the country’s history. Its continuation as an independent organisation added substantially to its credibility and it became a trusted source of information far beyond British shores. This independence was not to mean that the government was not keeping a close watch
on the output of the BBC. As Ralph Negrine put it in the British context, the fundamental lesson that the government learnt during the Second World War was “not to take over broadcasting institutions because that exposes your power over them ... the best thing to do was to leave them there and control them in a different way.”¹ This was a lesson the colonial authorities followed in India as well, in that, outwardly, there was no change in the status of the broadcaster except for a tightening of existing controls. Of course, the War was a windfall for the broadcasting service since purse strings, that were previously shut tight, magically opened, and the long overdue expansion of broadcasting in India finally took place.

In India, the War was followed by the country’s geographic partition which resulted in one-third of the existing stations going over to the newly created state of Pakistan. Thus, at the very moment when Broadcasting in India was finally finding its feet, it was again laid low by this new development. On the other hand, if one looks at the BBC, it was continuity and stability that had ensured its steady expansion and growth in confidence over the years. The fact that John Reith had been at the helm of the BBC for close to fifteen years was pointed out by Anthony Smith as one of the major reasons for the success of the organisation, so much so, that even after his departure, “the engine might have gone, but the wheels were still going in the same direction” even thirty years later.²

Indian Broadcasting did not have such a personality to lead and inspire, and the politicians occupied the space and effectively took over control of broadcasting in

¹ Author’s interview with Ralph Negrine, media analyst, Centre for Mass Communication Research, University of Leicester on 27 December 1998.
² Author’s interview with Anthony Smith, media analyst at Magdalen College, Oxford on 4 December 1998.
the years that followed. As Mehra Masani put it, "the pity is from the start of broadcasting, it has been assumed that no one needs to study broadcasting and that every Minister, Secretary and junior official in the Ministry of Information and Broadcasting knows as much ... as any professional broadcaster." The professional broadcaster kowtowed to the political master. He seems to have felt that it was beyond his ken to comprehend the complexity of the country and come up with an appropriate vision for broadcasting. The politician and the bureaucrat together turned the broadcasting institution into a bureaucratic structure. The organisation's employees were merged into the larger structure of the General Civil Service, and there was much shifting around amongst the several layers of the bureaucracy, with those at the top of the bureaucratic hierarchy ultimately being in control of the organisation. Mark Tully holds this bureaucracy responsible as much as the political class for keeping broadcasting in bondage, saying the former were as interested in power as the latter. According to K.S. Duggal, since the top people in the organisation owed their positions to the politicians, they perforce had to carry out their commands. B.D. Goyal, who worked in the middle rungs of the organisation, corroborates that, saying further that, that the government carried out a "clever policy of divide and rule", pitting the programme personnel against the engineering

4 Author’s interview with Mark Tully, author and former BBC Correspondent, in Delhi on 4 December 2002.
5 Author’s interview with K.S. Duggal, former Station Director with All India Radio, and presently, nominated Rajya Sabha M.P. in Delhi on 15 September 2002.
personnel, and ensuring that they were too busy with their petty squabbles to present a united front on anything.⁶

There is a general agreement that Indian broadcasting system’s proximity to the government has cost its credibility and diminished the creativity of its personnel. According to B.G. Verghese, too close an association with the government had already led to considerable loss of its credibility; its excessive bureaucratisation led to the loss of the creative spark, the two perquisites for a successful broadcasting organisation.⁷ This is a view echoed by Mark Tully who says that “the total top-down bureaucracy with it’s ‘better not to do something than to get into trouble for doing it’ attitude is what stifled creativity.”⁸ In comparison, he said, the BBC has produced creativity because it had an administrative structure that allowed creativity to function.⁹ Romesh Chander recollects how the best and the brightest in the Arts; the best poets, writers and musicians in the country were brought into All India Radio in the fifties; the moment they began to receive a regular salary and became enmeshed in the bureaucratic workings of the organisation, they lost all creative urges, so much so, that some of them left the organisation in a short time in order to regain it.¹⁰ As merit and aptitude ceased to be the criteria for selection into the organisation, and subsequent promotion, the quality of the organisation declined. K.S.Duggal recounts that through the thirties and forties, and upto the fifties, All

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⁶ Author’s interview with B.D. Goyal, former Director of Programmes with All India Radio in Delhi on 23 October 2002.

⁷ Author’s interview with Prof. B.G. Verghese, former Editor, Hindustan Times, and presently Professor at the Centre for Policy Research, in Delhi on 6 February 2003.

⁸ Tully, n.4.

⁹ Ibid

¹⁰ Author’s interview with Romesh Chander, former Director of Programmes, All India Radio, in Delhi on 27 January 2003.
India Radio attracted the cream of the country’s youth, with many joining the Indian Civil Service only after they failed to make it into All India Radio.\textsuperscript{11} Romesh Chander attributes this attraction to the glamour and prestige of the job and the organisation. However, he also notes that subsequently, the reverse began to happen; many who had joined All India Radio left it to join the Civil Services once they figured out that’s where the real power lay.\textsuperscript{12}

In India, political interference was the perennial bugbear of the broadcasting system. Of course, some broadcasters did try to fight a rear-guard action to at least limit the damage caused by political interference in broadcasting, an example being the AIR Code brought in by P.C. Chatterji. But, the politicians had become so entrenched by then that they were able to twist even that exercise on its head, and that document, ultimately, led to, as Mark Tully termed it, the “codification of constraint.”\textsuperscript{13} While in the United Kingdom, the perception was that the BBC was too powerful and questions were beginning to be raised about the nature and level of its accountability, the Indian broadcasters, ironically, even though they were without autonomy, were accountable for their minutest actions to the Ministry, the government and Parliament. This was another reason for their creativity and independent thinking being stifled. Political interference reared its ugly head everywhere, ranging from decisions on where to place new transmitters to “fatuous questions in Parliament on why such and such poet has been chosen for this programme rather than the other one … clearly a planted and stupid question.”\textsuperscript{14} As

\textsuperscript{11} Duggal, n.5.
\textsuperscript{12} Ibid.
\textsuperscript{13} Tully, n.4.
\textsuperscript{14} Ibid.
a consequence of excessive centralisation and bureaucratisation, All India Radio was found wanting and unable to fulfil even a basic informative role, especially in times of crisis, such as during successive wars with China and Pakistan or even during the deaths of Jawaharlal Nehru and Indira Gandhi. As B.G. Verghese recollects, at the end of the Chinese Aggression of 1962, even though the Chinese announced their unilateral withdrawal from Tezpur on 21 November 1962, “All India Radio could not broadcast that because they were waiting to get permission from the Prime Minister.... The rest of the world was broadcasting but All India Radio was heroically fighting a war that was over.” Similar incidents were recounted by almost all experts interviewed for this study. While, in the British context, a crisis situation invariably ended with the BBC’s credibility enhanced, it was exactly the opposite in the case of All India Radio.

Crisis situations had impacted differently on public broadcasting systems in Britain and India. In Britain during critical situations like the Suez crisis, for example, the BBC, in order to preserve its credibility and reputation as an objective reporter, intelligently dodged every attempt of the government to encroach on its autonomy. As noted earlier, even Winston Churchill could not have his way in 1930 during the Round Table Conference on India in London and speak over the BBC. Of course, from time to time, the British Government indulged in a lot of posturing in crisis situations to force the BBC to support the government line, sometimes successfully, and many times unsuccessfully. But in India, crisis situations had only resulted in direct intervention from the Government and the consequent loss of credibility for

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15 Verghese, n. 7.
the AIR and Television. The height of it was experienced during the Emergency when AIR and Doordarshan became a true appendage of the government and functioned as a propaganda machine of Indira Gandhi and the Congress Party.

Similarly, the broadcasting system in India was bereft of long-term planning since the decision-makers were driven by short-term perspectives.” As Mark Tully, points out, even in Britain, during the few times when decision making was taken away from the hands of the professionals, as in the case of digital television, “the politicians and the bureaucrats misread the situation completely and made a mess of it.” As external factors, like political exigencies, or propaganda and counter-propaganda needs, began to play an increasing role in decision-making, there was little room for long-term planning. As a result, pilot projects like the prestigious SITE project, which was lauded by the space visionary, Arthur C. Clarke, as “the greatest communication experiment in history” or, even more modest endeavours like the Rural Radio Forum project, did not go beyond the pilot stage, more due to a lack of political will and bureaucratic inertia than due to a lack of finances.

Moreover, in India broadcasting was seen as a peripheral activity, more for the entertainment of the urban masses, that should be way down in the list of priorities of an impoverished nation. Therefore, any proposed development in India had to be measured against a yardstick of how “it would serve the poor”, and whether the same money could be used more productively in some other department of the government and so on. As a result, every new technical development, be it television

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16 Tully, n.4.
or FM Radio, was brought in surreptitiously “through the back-door” and could gain justification only in the name of “development communication.”

Questions of autonomy and accountability were very much at the heart of every debate about how precisely to unshackle the public broadcaster without making it a law unto to itself. The Verghese Committee, as part of its remit, sought to educate those who would deliberate on its Report on various aspects of autonomy by devoting one full chapter to it, realising that an informed Debate was possible only if there was full awareness of the issues at hand. As B.G. Verghese put it: “The idea of Public Service Broadcasting has never been well-understood, not in Broadcasting House, the Ministry, Parliament or the Media…. Autonomy was spelled out [in the Report] so that they didn’t have to think otherwise discussions on autonomy would have gone on for another fifty years.”17 Even the idea of a public corporation was viewed with suspicion by opinion makers; as Harikesh Bahadur, Member of Parliament from Gorakhpur said in the debate on the Report in Parliament, “Though I support the government on the issue, I am against the concept of ‘corporation’ as the corporations running in our country presently have proved to be highly unsatisfactory…. The running of the corporation is usually left in the hands of a few officers and they do as they please.”18 However, even the broadcasters would have been most enamoured of autonomy themselves, had, by now, become hostile to the idea of autonomy, because that would, according to Rajiv Mehrotra, expose and reduce their avenues for corruption.19.

17 Verghese, n. 7.
18 Debate in the Lok Sabha on the Verghese Committees recommendations on 19 May 1978.
19 Author’s interview with Rajiv Mehrotra, noted journalist and independent film maker in Delhi on 4 September 2002.
The fact remains, that in India, politicians cutting across party lines, were against the idea of granting autonomy to the Public Broadcasting System since the example of the BBC did not give their ilk much room for comfort. The rationale, was, perhaps, that it was better to have broadcasting in the hands of a known opponent, with whom deals could be struck, than in the hands of an autonomous entity that would have to be controlled through very tenuous levers, as is the case with the BBC. Thus, with both the broadcasters and the politicians turning their face against autonomy, there was very little urge for granting it.

Compared to the Indian broadcasting system, British Broadcasting was much better off since autonomy was built in to the broadcasting set-up right from its inception. It shielded its autonomy through its Board of Governors which stands as a bulwark between the BBC and the Government against any unwarranted government interference. It remained only for the broadcaster and other constituents of society to work out their relationship within the loose framework that was already in place. No doubt, autonomy in broadcasting had a much better chance of succeeding since the social context, and the economic, political and intellectual environment in Britain were able not only to conceptualise the idea of autonomy in broadcasting but also to put it in practice and deal with problems in the spirit of compromise as and when they arose. Anthony Smith recounts the environment of the 1920s when broadcasting came into existence as being one when society and polity was largely unified and “broadcasting was largely pushed along by society.”

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20 Smith, n.2
What were the attitudes of the governments of India and Britain towards the recommendations of expert committees on broadcasting? As already explained, the Inquiry Committee System in Britain served the dual purpose of reviewing the progress of broadcasting in the previous period and making recommendations for the future. They were viewed with the seriousness they deserved by all concerned parties – the broadcasters, the politicians and the public. Most of their recommendations were considered and responded to by the government in a White Paper and enacted within a short time-frame. But attempts to have similar Inquiries into Broadcasting in India had mixed results. Despite the Committees’ spending much time and effort to do an in-depth study of the needs of Broadcasting and producing viable structures for broadcasting, keeping in view the complexities of the Indian environment for broadcasting in mind and its special needs, the governments, to which they presented these reports, implemented them piece-meal. Such an approach did not serve broadcasting because all these reports recognised the immutable fact that Broadcasting had to be taken outside the ambit of the state and be given autonomy as a first step, and only then could other steps follow. Since the politicians were not prepared to take this first step, they resorted to the subterfuge of accusing the Committees of exceeding their brief or not having their fingers on the pulse of the people and comprehending their needs. Valid recommendations of both Chanda Committee and Verghese Committee had received more or less the same treatment from the Indian government. Thus, in contrast with Britain, where the recommendations of the Inquiry Committees were received on positive note, the recommendations of the Committees in India were viewed with cynicism and fear.
A much debated issue during the period under study was the monopoly the BBC and AIR and Doordarshan enjoyed in Britain and India. Indeed, granting monopoly over the airwaves to the new medium in Britain was a very controversial decision. Numerous arguments were marshalled to explain why monopoly was not only a technological imperative but also an economic necessity for the new institution to survive. Anthony Smith, arguing against the monopoly, says that there was in fact “no real basis, no technological, no moral or cultural basis for this totality, this complete sealed-off ness of the monopoly.”21 However, there were many winners when the monopoly was granted to the BBC, including the Press which did not want any more competitors for advertising or the provision of news, and the politicians who thought that one broadcasting company would be a lot more easier to handle. But undoubtedly, it was the BBC that was the biggest winner of them all. As Ian McIntyre says: “The Reithian BBC was possible only in a non-competitive environment; Reith enjoyed the monopoly, it was what made him and the BBC powerful.”22 The other side of the monopoly coin was exposed when the BBC, ever so reluctantly, began experimenting with the new technology of television when it burst on the scene in the 1930s; as a monopoly, it felt duty-bound to look into the new technology without, in the end, doing adequate justice to it since the BBC still had its hands full with radio. This pattern was to be repeated again and again even after it lost the monopoly over the airwaves since it continued to retain monopoly over the licence fee.

21 Smith, n.2.
22 Author’s interview with Ian McIntyre, biographer of John Reith in Radlett on 14 January 1999.
Even though the absolute monopoly of the BBC lasted only for 35 years, at the end of which it was broken up through a well-planned assault carried out at the highest levels of decision-making, necessitated by the fact that “so well-entrenched was the BBC’s monopolistic position almost as if it were similar to Oxford and Cambridge, and the Church of England and the Monarchy and Parliament itself; it deliberately ran itself to look like one of those immutable, unchanging, unreformable institutions.”\textsuperscript{23} The seeds for change had been sown over the years, first when the British public was exposed to alternative broadcasts from Radio Luxembourg in the 30s, and subsequently, during the War years when the BBC itself began to broadcast programmes meant for different audiences on more than one channel. Though the BBC organised its services into three different streams after the War, it left its flank wide open with regard to television since it had the resources to broadcast only one channel, and that too, only for a few hours a day. This was exploited by those in favour of commercialisation to argue that since the BBC was unable to provide additional services, commercial television should be allowed to do so.

Like in Britain, in India too, monopoly over the airwaves remained a prominent feature of the public broadcasting system.

In the ultimate analysis, it may be seen that BBC’s and AIR’s monopoly over the airwaves was broken more due to technological advancement, like longwave transmitters and powerful shortwave transmitters which could cover wide areas across borders, than due to governmental initiatives since keeping a tight control over new technologies became extremely difficult. Radio Luxembourg and Radio

\textsuperscript{23} Smith, n.2.
Ceylon which took advantage of the new technology were in fact signalling the governments of Britain and India to modify their broadcasting policies and end the monopoly in broadcasting as a suitable response and allow new channels of broadcasting. Subsequently, commercial broadcasting entered in a big way to compete with the public service broadcaster in Britain and India. The cumulative effect was that while in Britain, monopoly had gone but autonomy remains, in India, the monopoly has gone and autonomy never existed.

The question in the end is whether Public Service Broadcasting systems had served the purpose for which they were created in the period under study. It may be seen that Public Service Broadcasting was born out of the need to provide an alternative to the essentially laissez-faire American approach to broadcasting, keeping in mind the fact that radio spectrum was a scarce resource, especially in the compact geographical area of Western Europe. Though born out of a technological limitation, certain principles were grafted on to provide a higher purpose to broadcasting. Monopoly rights were granted along with autonomy, in return for which the broadcaster was expected to fulfil certain obligations. Broadcasters were required to keep both commerce and politics at arms length and not to be influenced by them in the carrying out of its duties, chief of which was nurturing the process of nation building by honestly reflecting the values of the nation, polity and society through its programmes. Britain was the pioneer in providing this alternative raison d’etre for broadcasting and it pretty much made up the rules of the game as it went along. Its endeavours were made all the more easy by the linguistic, cultural and social homogeneity of the country. The relatively slow pace of change of society and polity in the period under study gave sufficient time for the BBC to set down roots and also

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to move in tune with the times. Even as pace of change quickened and the BBC was accused of being paternalistic, and not adequately serving the varied needs of society, the BBC was still able to re-invent itself while holding on to its fundamental principles and continue to fulfill the aims and goals for which it had been set up. So long as it continued to fulfill those purposes, there was very little that its detractors, and their numbers increased as society and polity fragmented, and commercial interests grew stronger, could point fingers at. As Anthony Smith put it, “the great thing about the BBC is that behind every programme is an argument for the existence for the BBC.”24 Thus, the BBC came to both define and serve public service broadcasting in Britain. Various issues such as that of financial independence and the tricky conundrum of balancing autonomy with accountability were resolved through such solutions as the Licence Fee and setting in place the mechanism of the Board of Governors.

From a purely historical perspective, Public Service Broadcasting in India, was strictly speaking, not a legacy of British rule in India in that it was still in the process of being drafted in Britain. Certain elements of it, such as the Licence Fee, were followed in India for purely administrative purposes, and though other requirements such as nation-wide coverage were paid lip service to in the colonial period, a shortage of funds put paid to that endeavour till the advent of the Second World War. Nation-building was scarcely on the list of priorities of the British Indian government. In the post-colonial period, the Indian broadcaster began to define itself as a “Public Service Broadcaster” partly because it had some of the distinguishing

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24 Smith, n.2
characteristics of a public service broadcaster, viz, it had a monopoly over broadcasting and a licence fee formed a part of its funding. However, as far as its guiding ethos went, it was more in tune with the principles of development communication with its emphasis on fulfilling the developmental needs of the country. This was the raison d'etre for its existence since it sanctioned the use of the public broadcaster for the purposes of the state without requiring it to have all the other troublesome features of a true blue public broadcaster in the form of independence and autonomy. Such principles would have to wait till not only democracy but all the other institutions of democracy, including an effective Parliament, had taken root in the country, and politicians attained sufficient maturity not to view broadcasting as an enemy but as a vehicle for widening horizons and improving public discourse, and providing feedback and in the process, helping them to attain the purposes for which they had been elected.
Appendix 1 - Ministers of Broadcasting 1946-1980

<table>
<thead>
<tr>
<th>Minister</th>
<th>Tenure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sardar Vallabhbhai Patel</td>
<td>1946-48</td>
</tr>
<tr>
<td>R.R. Diwaker</td>
<td>1948-52</td>
</tr>
<tr>
<td>B.V Keskar</td>
<td>1952-62</td>
</tr>
<tr>
<td>B.Gopala Reddy</td>
<td>1962-63</td>
</tr>
<tr>
<td>Satya Narain Sinha</td>
<td>1963-64</td>
</tr>
<tr>
<td>Indira Gandhi</td>
<td>1964-66</td>
</tr>
<tr>
<td>Raj Bahadur</td>
<td>1966-67</td>
</tr>
<tr>
<td>K.K. Shah</td>
<td>1967-73</td>
</tr>
<tr>
<td>I.K. Gujral</td>
<td>1973-75</td>
</tr>
<tr>
<td>V.C. Shukla</td>
<td>1975-77</td>
</tr>
<tr>
<td>L.K. Advani</td>
<td>1977-80</td>
</tr>
</tbody>
</table>

Appendix 2 - BBC Director Generals 1923-1982

<table>
<thead>
<tr>
<th>Tenure</th>
<th>Name</th>
<th>No.of years</th>
</tr>
</thead>
<tbody>
<tr>
<td>1923-26</td>
<td>John Reith</td>
<td>3</td>
</tr>
<tr>
<td>1926-38</td>
<td>John Reith</td>
<td>12</td>
</tr>
<tr>
<td>1938-42</td>
<td>F.W.Ogilvie</td>
<td>3</td>
</tr>
<tr>
<td>1942-44</td>
<td>R.W.Foot &amp; C.Graves</td>
<td>2</td>
</tr>
<tr>
<td>1944-52</td>
<td>William Haley</td>
<td>8</td>
</tr>
<tr>
<td>1952-59</td>
<td>Ian Jacob</td>
<td>7</td>
</tr>
<tr>
<td>1959-68</td>
<td>Hugh Greene</td>
<td>8</td>
</tr>
<tr>
<td>1968-77</td>
<td>Charles Curran</td>
<td>8</td>
</tr>
<tr>
<td>1977-82</td>
<td>Ian Trethowan</td>
<td>5</td>
</tr>
</tbody>
</table>

Appendix 3 BBC Licences
POST OFFICE TELEGRAPHS.

HIS MAJESTY'S POSTMASTER GENERAL

AND

THE BRITISH BROADCASTING COMPANY, LIMITED.

CROWN COPYRIGHT

LICENCE AND AGREEMENT.

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

Whereas by reason of the provisions of the Telegraph Acts 1865 to 1922 it is
unlawful to establish any wireless telegraph station or instal or work any apparatus
for wireless telegraphy in any place except under and in accordance with a licence
granted in that behalf by the Postmaster General and it is also unlawful save as
in the said Acts provided to transmit telegrams within the United Kingdom:

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

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

And whereas the Postmaster General and the Company have agreed to enter
into the arrangements hereinafter contained:

Now this Indenture witnesseth that in consideration of the premises and
of the matters hereinafter appearing it is hereby agreed and declared between and
by the parties hereto and the Company (as to the covenants and agreements
hereinafter contained on its part) doth hereby covenant and agree with the
Postmaster General and the Postmaster General (as to the covenants and
agreements hereinafter contained on his part) in exercise of all powers and authorities
enabling him in this behalf doth hereby covenant and agree with the Company
in manner following (that is to say):—

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

The expression "the Postmaster General" means the Postmaster
General for the time being:

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

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

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

The expression "Naval signalling" means signalling by means of any
system of wireless telegraphy between two or more ships of His Majesty's
Navy between ships of His Majesty's Navy and Naval Stations or between
a ship of His Majesty's Navy or a Naval Station and any other wireless
telegraph station whether a coast station or a ship station:
The expression "Government aircraft signalling" means signalling by means of any system of wireless telegraphy between two or more Government aircraft between any Government aircraft and any wireless station or between any Government aerodrome and any other wireless station:

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

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

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

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

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

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

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

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

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

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

- Reuters, Ltd.
- Press Association, Ltd.
- Central News, Ltd.
- Exchange Telegraph Company, Ltd.,

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

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

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

4. The Company shall not without the consent in writing of the Postmaster General receive money or other valuable consideration from any person in respect of the transmission of messages by means of the licensed apparatus, or send messages or music constituting broadcast matter provided or paid for by any person, other
5. The Company shall unless prevented by circumstances beyond their control during the continuance of the Licence hereby granted transmit efficiently from every temporary station for the time being operated by the Company and from each of the eight stations referred to in Clause 2 (a) hereof so soon as they shall be ready for working on every day (including Sundays) during the continuance of this Licence a programme of broadcast matter to the reasonable satisfaction of the Postmaster-General.

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

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

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

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

The Company shall afford all requisite and proper facilities for such inspection and supervision and shall secure to the Postmaster General the right for the purpose aforesaid or for any other purpose of these presents of entry from time to time into and on such of the stations and premises as may be in the possession or occupation of any person or persons other than the Company.

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

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

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

12.—(1) The Company shall not by the transmission of any message by means of the licensed apparatus or otherwise by the use of the licensed apparatus knowingly interfere with Naval signalling or Government aircraft signalling and the Company shall use its best efforts at all times to avoid any such interference.
(2) The Company shall at all times use its best efforts to ensure that whenever the operators at any of the said stations become aware through the medium of the instruments used by them or otherwise that Naval signalling or Government aircraft signalling is being interfered with, such operators shall refrain from using the licensed apparatus until such operators are satisfied that all indication of interference with Naval signalling or Government aircraft signalling shall have ceased.

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

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

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

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

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

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

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

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

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

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

18. No person acting on the Company's behalf or by its permission shall divulge to any person (other than properly authorised officials of His Majesty's Government or a competent legal tribunal) or make any use whatever of any message coming to his knowledge and not intended for receipt by means of the licensed apparatus.

19.—(1) All apparatus used or intended to be used under this Licence shall be so erected fixed placed and used as not either directly or by reason of the working or user thereof to interfere with the efficient or convenient maintenance working or use of any telegraphic line of the Postmaster General which may from time to time exist or to expose any such line to risk of damage or to risk of interference or with the efficient or convenient working or user thereof.
(2) In case any such telegraphic line of the Postmaster General as aforesaid shall be damaged or the efficient working or user thereof shall be wholly or partially interrupted or otherwise interfered with and the Engineer-in-Chief for the time being of the Post Office shall certify in writing under his hand that such damage interruption or interference has been caused directly or indirectly by any apparatus used under this Licence or by anything done by or on behalf of or with the permission of the Company in relation thereto the Company shall on demand pay to the Postmaster General all costs that shall be reasonably incurred by him in repairing such damage and in removing or altering such telegraphic line so as to restore the same to efficient working order and in adding thereto or substituting therefor either temporarily or permanently any other telegraphic line if the said Engineer-in-Chief shall certify that such addition or substitution is reasonably required.

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

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

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

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

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

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

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

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

22. The Company shall allow any person bona fide carrying on the business of a manufacturer of apparatus for wireless telegraphy in Britain to become one of its
23. The Company shall pay to the Postmaster General during the continuance of this Licence a royalty at the rate of £50 per annum in respect of each station for the time being operated by the Company hereunder. The said royalty at the said rate per station shall commence to accrue as from the date when the station shall commence to be actually operated and any sum due to the Postmaster General under this Clause shall be paid on the 1st day of January 1924 and on the 1st day of January 1925 and the first payment due to the Postmaster General under this Clause shall be made on the 1st day of January 1924.

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

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

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

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

(3) The provisions of this Clause shall not have any application to Licences granted by the Postmaster General for the use of wireless telegraphy for experimental purposes or for commercial purposes and shall not oblige the Postmaster General to terminate licences for the use of wireless telegraphy for any purpose which shall be in operation at the date of this Indenture.

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

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

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

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

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

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

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

(a) in case any sum of money which ought to be paid by the Company to the Postmaster General under or by virtue of these presents shall be in arrear and unpaid for two calendar months after the time at which the same ought to be paid under or by virtue of the provisions herein contained; or

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

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

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

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

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

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

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

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

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

The SCHEDULE before referred to.

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

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

AND WHEREAS the Member represents to the Company that he is a British manufacturer of wireless apparatus and it is requisite in order to conform with the provisions in that behalf of the Post Office License that such a manufacturer being desirous of manufacturing and supplying to members of the public apparatus for use in connection with the Broadcast Wireless Scheme shall be a Member of the Company and shall also enter into a standard form of agreement with the Company (being this Agreement) and the Member is desirous of entering into this Agreement accordingly.

Now it is hereby agreed by and between the parties hereto as follows that is to say:

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

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

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

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

(a) That in so far as the Member himself may actually manufacture any of the following specific apparatus namely: broadcast receiving sets; amplifiers (valve or otherwise); telephone head receivers; loud speakers; valves; for the purposes of the Broadcast Wireless Scheme the Member will manufacture in Great Britain and not elsewhere every part of such specific apparatus and that in any case the Member will not sell or deal in any apparatus whatsoever intended for use in connection with the Broadcast Wireless Scheme (other than and except the apparatus specifically mentioned in the Schedule hereto) which shall not have been or be actually manufactured in Great Britain and have been or be approved by His Majesty's Postmaster General for the time being. Provided always that the Company by its Board of Directors may from time to time by notice in writing to the Member add to or take from or otherwise vary the apparatus specifically mentioned in the Schedule hereto and so that such Schedule shall from time to time be deemed to be amended and varied accordingly as on and from the giving to the Member of any and every such notice. Provided also that the foregoing provisions of this sub-clause shall not apply from and after the date upon which the Postmaster General shall decide to license for the purposes of the Broadcast Wireless Scheme apparatus manufactured either in Great Britain and Northern Ireland or abroad by non-members of the Company.

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

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

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

<table>
<thead>
<tr>
<th>Description of Apparatus</th>
<th>£ s. d.</th>
</tr>
</thead>
<tbody>
<tr>
<td>On each crystal set</td>
<td>7 6</td>
</tr>
<tr>
<td>On each microphonic amplifier without using valves</td>
<td>7 6</td>
</tr>
<tr>
<td>On each crystal set and one valve</td>
<td>17 6</td>
</tr>
<tr>
<td>On each crystal set and two valves</td>
<td>22 6</td>
</tr>
<tr>
<td>On one valve set</td>
<td>1 0 0</td>
</tr>
<tr>
<td>On each two valve set</td>
<td>15 0</td>
</tr>
<tr>
<td>On each set adapted for more than two valves a further sum for each additional valve holder of</td>
<td>10 0</td>
</tr>
<tr>
<td>On each telephone ear-piece</td>
<td>3</td>
</tr>
<tr>
<td>On each loud speaker with or without trumpets</td>
<td>3 0</td>
</tr>
<tr>
<td>On each valve</td>
<td>2</td>
</tr>
</tbody>
</table>

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

(e) To keep all such separate books and accounts as ought properly to be kept having regard to any of the provisions of this Agreement and in particular all such separate books and accounts as ought properly to be kept to enable the quantity and respective types of apparatus sold by the Member hereunder to be from time to time accurately ascertained and so that in such books and accounts all relevant records and entries shall from time to time be made by the Member and kept posted and to allow the Company or its agent thereunto authorised at any time during business hours to have inspection of the books and accounts referred to and to take copies of or extracts from the same.

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

(g) Within one month of each usual quarter day to transmit to the Company a statement and account in writing duly certified by the auditors for the time being of the Member of the transactions of the Member under this Agreement during the quarter covered by each such statement and account and if and so often as upon delivery to the Company of any such quarterly statement and account it shall appear that any adjustment is required to be made either in favour of the Member or in favour of the Company by reference to the monthly statements and remittances referred to in sub-clause (f) of this clause any such adjustment shall be duly made and in particular in connection with each such quarterly statement and account any adjustment which seems reasonable to the Board of the Company shall be made as regards accounts which shall previously have been regarded by the Member as good and upon which he shall have paid the prescribed sums to the Company but
5. It is mutually agreed as follows:—

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

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

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

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

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

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

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

The SCHEDULE above referred to:

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

Signed by

in the presence of

Signed by

a Director of and for and on behalf of

in the presence of

\[
\begin{array}{c}
\text{For and on behalf of} \\
\text{in the presence of}
\end{array}
\]

Signed by

as the Agent of and for and on behalf of the British Broadcasting Company Limited in the presence of

For and on behalf of the British Broadcasting Company Limited.