

J. W. W. W. W.
Commissioner,
Stamp Duties.

AGREEMENT made the Third day of March
one thousand nine hundred and Twenty BETWEEN SIR DOUGLAS MAWSON
of Adelaide in the State of South Australia Knight of the one part and
THE HONORABLE WILLIAM ARTHUR HOLMAN M.L.A. Premier of the State of New
South Wales for and on behalf of the Government of the said State (herein-
after referred to as "the Premier" which expression shall be deemed to in-
clude his successors in office) of the other part WHEREAS the said
Sir Douglas Mawson is the owner of certain articles and things and of
certain manuscript and printed documents and records hereinafter described
which were obtained and collected in connection with the Australian Antarc-
tic Expedition 1911-1914 of which the said Sir Douglas Mawson was the
leader AND WHEREAS the said Sir Douglas Mawson has made a request to the
Premier that the said manuscript and records which require to be printed
shall be printed at the expense of the Government of New South Wales by
the State Government Printing Office and the Premier for the considerations
hereinafter appearing has agreed that such request shall be acceded to in
the manner and subject to the terms and conditions hereinafter stated ---
NOW IT IS HEREBY MUTUALLY AGREED by and between the said parties
hereto as follows :-

Reports to
be printed.

1. ALL reports of the said Australasian Antarctic Expedition which
have not already been printed for publication together with all photo-
graphs drawings plans diagrams and the like and all records and documents
appertaining thereto whether in print or manuscript and which are to be
handed over to the Premier or as he may direct as hereinafter provided
shall be printed bound and published by the Government Printer of New
South Wales free of all expense to the said Sir Douglas Mawson subject
in all cases to the Premier's approval that the material submitted for
the purpose is suitable for publication and to the limitation of expendi-
ture provided in clause two hereof.

Style and
cost.

2. SUCH printing shall be done in first class style similar to that
in which the parts already published have been done at a cost not exceed-
ing FIVE THOUSAND POUNDS and shall be completed within five years from
the date of these presents.

Issue and
disposal.

3. THE first issue shall be Five hundred copies of which twenty-five
of each part shall belong to the author of such part and other copies
not exceeding one hundred and forty-two shall be presented to the

persons corporate bodies and societies named or referred to in a list which has been signed by the parties hereto and is hereunto annexed subject to such alterations as the said parties may mutually agree Provided the said maximum number be not exceeded . The remainder of the copies shall be the property of the State of New South Wales and shall be made available for distribution at such price and/or upon such terms as the Premier may direct and all monies received in respect of such sales shall be paid into the Consolidated Revenue of the State of New South Wales.

Authors copies.

4. WHERE extra authors copies are required the same shall be struck off and charged at cost price.

Government Printer to decide details.

5. ALL matters of detail in such printing publishing and sale shall be dealt with by the Government Printer who shall also decide all questions which may arise as to estimated or actual cost and expenses, subject nevertheless to the Arbitration provisions hereinafter contained.

Printing to proceed to completion.

6. THE said printing shall be commenced as soon as the matter to be printed is made available by the said Sir Douglas Mawson as hereinafter provided and shall be continued until completion as above stated.

Sole right of publication.

7. THE Premier is to have the sole right of publication as herein provided and the said Sir Douglas Mawson shall not publish or cause to be published any copy abridgment extract translation or reproduction without the previous consent in writing of the Premier.

Proofs.

8. ALL proofs shall be submitted to the said Sir Douglas Mawson for revision and shall without delay be revised and corrected, where necessary, by him.

Reports etc. vested in Premier.

9. ALL reports and records of the Expedition whether in manuscript or print including all log-books diaries photographs negatives plans and sketches and also including those parts which have already been printed and published which are now in the possession power or control of the said Sir Douglas Mawson as aforesaid and are more particularly mentioned in the first Schedule hereto TOGETHER with all copyright and other rights appertaining thereto or connected therewith and also all the specimens relics instruments articles and things mentioned in the second Schedule hereto are hereby transferred to and vested in the Premier on behalf of the State of New South Wales absolutely to be held and disposed

of as the Premier may from time to time direct subject to the provisions of this Agreement.

Cost of transportation.

10. — THE cost of transporting the articles and things mentioned in Schedule two to Sydney shall be borne by the State of New South Wales unless any of such articles and things are first exhibited in Melbourne in which case the cost of transport of those so exhibited from Adelaide to Melbourne and thence to Sydney shall be borne by the said Sir Douglas Mawson.

Future delivery of articles.

11. — WITH regard to any records documents articles and things mentioned in Schedules one and two and which are not now in his actual possession the said Sir Douglas Mawson agrees and undertakes that he will forthwith take such steps as may be necessary to ensure their delivery to the Premier or the person or persons authorised by him upon the conditions of this Agreement and as soon as may be after the date hereof and in the meantime to ensure the safe custody of such articles and things.

12. — THE said Sir Douglas Mawson undertakes to use his best endeavours to arrange for delivery to the Premier or as he may direct all records papers books &c. of the Committee of the Australasian Association for the advancement of Science dealing with the Australasian Antarctic Expedition.

Completion of Manuscripts etc.

13. — THE said Sir Douglas Mawson undertakes to arrange for completion and delivery to the Premier in pursuance of this Agreement of all manuscripts and other literary matter plans photographs and the like now in course of preparation so that such delivery shall be completed without unnecessary delay and so as not to interfere with the progress of the printing and publication above mentioned.

Further assurance.

14. — THE said Sir Douglas Mawson agrees and undertakes that he will immediately on the written request of the Premier sign or execute such other documents and do such other acts and things as may be necessary for more effectually vesting in the Premier the several articles and things comprised in this Agreement or any of them or for the due carrying into effect of this Agreement.

Public Exhibition &c.

15. — THE Premier agrees and undertakes that the said articles and things when so delivered as aforesaid shall be kept, exhibited and preserved in some suitable place or places in Sydney so as to be accessible for inspection by the general public.

Arbitration.

16.—IF any question or difference shall arise between the parties hereto or their respective representatives touching these presents or the construction hereof or as to the rights duties or obligations of any person hereunder or as to any other matter in anywise arising out of or connected with the subject matter of these presents, the same shall be referred to some competent Arbitrator to be named by the Chief Justice of New South Wales The Arbitrator from time to time acting under these presents shall have all the powers conferred on Arbitrators by the "Arbitration Act of 1902" or any statutory modification thereof.

— AS WITNESS the hands of the said parties hereto the day and year first above written. _____

— THE FIRST SCHEDULE HEREINBEFORE REFERRED TO:— —

OFFICIAL RECORDS, &c.

Meteorological Logs (some fifteen (15) books). _____

Magnetic Logs (some four (4) books). _____

Aurora Log. _____

Wireless Logs and Manuscripts of messages received by and sent from Macquarie Island Wireless Station (amounting to about six (6) books and files). _____

Biological Logs. _____

Official sledging reports (one for each sledge party). _____

Ship's Logs. _____

Record of photographs. _____

Tide Records. _____

Meteorological graphs. _____

Magnetic graphs. _____

Official Journal. _____

Account Books. _____

All maps, plans and charts. _____

All photograph negatives including the 300 (three hundred) in Mr. Hurley's custody. _____

All enlarged photographs connected with the Expedition, as well as those which have not been enlarged. _____

All other records of the Expedition which are available or can be made available by Sir Douglas Mawson. _____