

Copyright and the Parallel Importation of Goods into Australia — Recent Developments

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Introduction

In an earlier comment in this journal¹ the writer discussed the first instance decisions in *R.A. Bailey & Co. Ltd. v. Boccaccio Pty. Ltd.*² and *Ozi-Soft Pty. Ltd. v. Wong*³ concerning the application of the importation provisions of the *Copyright Act 1968 (Cth)*⁴. The general effect of the provisions, as discussed in the earlier comment, is to prevent a person from importing into Australia for commercial purposes articles in which copyright subsists (e.g. books, computer programs, records, films and video-cassettes), where the importer has not been licensed by the copyright owner to do so. In other words, the provisions support the territorial division of markets in respect of copyright goods and effectively prevent, for example, a retailer from obtaining his or her supplies of such goods other than through the copyright owner or an authorised local distributor.

In the short time which has elapsed since the writing of the earlier comment, there have been a number of significant decisions, reports and proposals for legislative reform in this increasingly contentious area of copyright law.

Recent decisions

The decision of Einfeld J. in *Ozi-Soft Pty. Ltd. v. Wong*⁵ was affirmed on appeal by the Full Federal Court in *Computermate Products (Aust.) Pty. Ltd. v. Ozi-Soft Pty. Ltd.*⁶ The appellants importers of diskettes of video games, which they had legitimately purchased in the United Kingdom, contended against the respondents, the Australian licensee and fourteen overseas copyright owners of the computer programs contained in the diskettes, that on the facts an inference should be drawn of a licence for their importation and sale in Australia. It was argued that such inference should be drawn in view of the following agreed statement of facts: (1) the absence of the grant

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1 "Copyright and the Parallel Importation of Goods into Australia — Two Recent Decisions" (1988) 15 U.Q.L.J. 85.

2 (1986) 6 I.P.R. 279.

3 (1988) AIPC 90-469.

4 Sections 37, 38 (in relation to works), and ss. 102, 103 (in relation to subject-matter other than works).

5 (1988) AIPC 90-469.

6 (1988) 12 I.P.R. 487; (1988) 83 A.L.R. 492.

of any *exclusive* licence of the Australian copyright⁷; (2) the diskettes purchased in the United Kingdom included not only diskettes manufactured in the United Kingdom but also diskettes which had been manufactured in the United States and Canada; (3) the authority and consent of the copyright owners to the sale in the United Kingdom of the diskettes which had been imported into the United Kingdom; (4) the commercial sale in the United Kingdom of the diskettes with the authority and consent of the copyright owners; and (5) no restriction had been imposed upon the appellant, or anyone from whom the appellant purchased the diskettes, as to the extent to which the appellant might deal with them.

However, the Full Federal Court (Sheppard, Spender and Gummow JJ.) rejected the appellant's contention that in the circumstances the copyright owners had conferred licences for the importation and sale of the diskettes in Australia. For there to be an infringement of copyright by importation under s.37, the articles in question must have been imported, *inter alia*, "without the licence of the owner of the copyright". The latter phrase is a reference to the absence of the owner's "consent", "permission", or "licence" which are regarded as interchangeable terms in the present context.⁸ Accordingly, a bare licence not supported by consideration and non-exclusive in character would be sufficient to defeat a claim for copyright infringement under s.37 against an importer⁹. On the other hand:

Section 37 can take effect according to its terms in those cases where it is not shown that the copyright owner positively intended to grant a licence to import into Australia in commercial quantities The purpose of s.37 is to make it clear that a *positive*¹⁰ licence is required. If an unrestricted sale abroad were to confer a licence under s.37, the section would in effect only be applicable where the overseas seller positively imposed a restriction. But the section does not say that importation for sale is allowed unless a restriction to that effect has been imposed. Importation is forbidden unless a licence has been given.¹¹

A positive licence to import into Australia for commercial purposes need not necessarily be expressed but in certain circumstances may be implied, e.g. where a copyright owner overseas sells copyright articles in commercial quantities to a purchaser in Australia:

But that is very different from implying a licence to import into Australia

7 This was in contrast with the facts of the decision of the High Court in the leading case of *Interstate Parcel Express Co. Pty. Ltd. v. Time-Life International (Nederlands) B.V.* (1977) 138 C.L.R. 534. It was argued by the appellant importers in *Computermate Products (supra)* that had there been an exclusive licence, this would have told *against* the implication of a consent to the importation of the diskettes by the appellant, since such consent would have involved the copyright owners in breach of their contracts with the exclusive licensee: (1988) 12 I.P.R. 487, 492.

8 (1988) 12 I.P.R. 487 at 490, following *Time-Life International (Nederlands) B.V. v. Interstate Parcel Express Co. Pty. Ltd.* (1976) 12 A.L.R. 1 at 10 per Bowen C.J.

9 (1988) 12 I.P.R. 487, 490.

10 Emphasis added.

11 *Interstate Parcel Express Co. Pty. Ltd. v. Time-Life International (Nederlands) B.V.* (1977) 138 C.L.R. 534 at 556-557 per Jacobs J., cited with approval in *Computermate Products* (1988) 12 I.P.R. 487, 491.

for purposes of sale from the mere fact that the copyright owner made sales in his own country in commercial quantities to a purchaser in that country without expressly imposing a restriction on importation into Australia. It cannot be maintained that in such circumstances the copyright owner positively licenses the importation into Australia of the articles which he had sold on his own domestic market.¹²

Accordingly, on the facts of *Computermate Products (Aust.) Pty. Ltd. v. Ozi-Soft Pty. Ltd.*¹³ the absence of restriction on the sale of the diskettes in the United Kingdom did not assist the appellant's case since: "Silence as to the imposition of a restriction is not, in our view, necessarily indicative of a grant of freedom from restriction."¹⁴ The circumstances relied on by the appellant were held to fall well short of laying the necessary foundations from which it might be properly inferred that the copyright owners gave consent or permission for the importation of the diskettes into Australia for the purpose of sale within the meaning of s.37 of the *Copyright Act 1968*.

The recent decision of Helman A.J. in the Queensland Supreme Court in *Multicoin Amusements Pty. Ltd. v. British Amusements (North Coast) Corpn Pty. Ltd.*¹⁵ further illustrates the operation of the importation provisions. The plaintiffs and defendant were competitors in the supply of coin-operated amusement game machines to the Australian market. A United States corporation, Williams Electronic Games Inc. (the American Corporation), manufactured a variety of coin-operated amusement games machines. It was not disputed that the American Corporation was the owner of the copyrights in Australia of both the internal programming and the design of its machines. The defendant entered into a written exclusive distribution agreement with the American Corporation in 1986 for the distribution of the latter's amusement games machines in Australia. The agreement superseded an earlier oral agreement between the parties and specified the particular types of amusement games machines which were subject to the licence.

In early 1987, the plaintiffs purchased a number of new and used amusement games machines manufactured by the American Corporation from an independent dealer in Chicago and imported them into Australia. The importation was challenged by the defendant and the threatened legal action was eventually settled. Later in 1987, the plaintiffs again proposed to import certain of the American Corporation's amusement games machines but its action was again challenged by the defendant whereupon the proposed importation was cancelled. The plaintiffs sought a declaration under the *Copy-*

12 Ibid. *Seemle* the receipt of orders and delivery of imported computer programs to customers in Australia as "agent" of an overseas supplier will render the local distributor liable at least as a joint tortfeasor for infringement of copyright under ss.37 and 38: *Lotus Development Corpn v. Vacolan Pty. Ltd.* (1989) 16 I.P.R. 143.

13 (1988) 12 I.P.R. 487; (1988) 83 A.L.R. 492.

14 (1988) 12 I.P.R. 487 at 493.

15 (1989) 15 I.P.R. 63.

right Act 1968, s.202¹⁶ that the threats of legal action for alleged copyright infringement were unjustifiable, an injunction, and damages for the loss suffered. The defendant counterclaimed for a declaration that in the circumstances the conduct complained of was justifiable in protection of its rights as an exclusive licensee of the owner of the copyright in the games, and an injunction to restrain the plaintiffs from infringing copyright in them.¹⁷

Whether the defendant had made unjustifiable threats to take legal proceedings against the plaintiffs depended on the terms of the exclusive distribution agreement between the defendant and the American Corporation. In the view of Helman A.J., the distribution agreement applied to the sale of both new and used machines intended to be supplied by the American Corporation to the Australian market. However, in so far as it was an agreement to sell goods, the exclusive distribution agreement could not apply to *used* machines which had found their way onto the secondhand market in the United States and which were held out for sale by dealers such as those from whom the plaintiffs had purchased them.

More importantly, Helman A.J. said that upon its true construction the distribution agreement was more than an agreement to sell goods: it was an agreement which conferred upon the defendant an "exclusive licence" in respect of the *games* to which it applied.¹⁸ The learned judge was of the view that the agreement conferred on the defendant one of the exclusive rights of the owner of the copyright, namely, the exclusive right to "publish" the work in Australia.¹⁹ The provisions of the distribution agreement were to be construed as com-

16 The section provides remedies where groundless threats of legal proceedings for alleged copyright infringement are made. Section 202(1) states: "Where a person, by means of circulars, advertisements or otherwise, threatens a person with an action or proceedings in respect of an infringement of copyright, then, whether the person making the threats is or is not the owner of the copyright or an exclusive licensee, a person aggrieved may bring an action against the first-mentioned person and may obtain a declaration to the effect that the threats are unjustifiable, and an injunction against the continuance of the threats, and may recover such damages (if any) as he has sustained, unless the first-mentioned person satisfies the court that the acts in respect of which the first action or proceeding was threatened constituted, or, if done, would constitute, an infringement of copyright."

17 Thus, s.202(4) provides that: "The defendant in an action under this section may apply, by way of counterclaim, for relief to which he would be entitled in a separate action in respect of an infringement by the plaintiff of the copyright to which the threats relate and, in any such case, the provisions of this Act with respect to an action for infringement of a copyright are, *mutatis mutandis*, applicable in relation to the action."

18 The exclusive distribution agreement referred to the American Corporation as the "exclusive manufacturer of various coin-operated amusement machines (the games) which term shall mean and include the parts of the games whether original or substituted": (1989) 15 I.P.R. 63, 65. The remainder of the agreement simply referred throughout to "the games" and listed the various types of "games" covered by the agreement.

19 *Copyright Act* 1968, s.31(1)(a)(ii), (b)(ii). He added: "That is so whether the wide definition of "publication" in the Act in s.29(1)(a) (supply, "whether by sale or otherwise," to the public) or the narrower meaning accepted by the House of Lords in *Infabrics Ltd. v. Jaytex Ltd.* [1982] A.C. 1 (making public in a territory a work which had not previously been made public in that territory) is applied.": (1989) 15 I.P.R. 63 at 81.

prehending a promise by the American Corporation: “. . . as the owner of the copyright in the games not to do anything, and in particular not to license an export trade in used or reconditioned machines into the Australian market, which would have the effect of diminishing the defendant’s ‘sole and exclusive’ rights under the agreement.”²⁰ It appears that the plaintiffs conceded that they had no basis for complaint regarding the *new* machines specified in the distribution agreement in respect of which the defendant was the exclusive licensee. The contentious issue was whether the exclusive licence was in respect of all *games* the subject of the agreement, thus covering all relevant machines whether new or used. Helman A.J. held that the latter was the correct construction and therefore the defendant’s exclusive licence related to all of the games relevant to the action, with one exception.²¹ The exception was a particular game, called Hi-Speed, not listed in the exclusive distribution agreement and which the plaintiffs had ordered for importation until threatened with legal proceedings by the defendant.

Helman A.J. held that, apart from the Hi-Speed game, the defendant, as “exclusive licensee”, was entitled to rely²² on ss.37 and 38 of the *Copyright Act* 1968 to prevent the intended importation and sale of the amusement games machines by the plaintiffs to protect its rights under the exclusive distribution agreement with the American Corporation.²³ Accordingly, he granted the relief sought by the defendant in its counterclaim, with the exception of the Hi-Speed game. As regards the latter, he said that the defendant’s threats of legal proceedings had related to all the games of the American Corporation whether the subject of the exclusive licence or not. Accordingly, the threats were groundless so far as they related to the Hi-Speed game since the defendant had no exclusive licence or any other proper basis of complaint in respect of the importation of that particular game. He assessed the plaintiffs’ damages for the defendant’s unjustifiable threats in respect of the game at \$20,000.²⁴

20 (1989) 15 I.P.R. 63 at 81.

21 (1989) 15 I.P.R. 63,82.

22 Under the *Copyright Act* 1968, s.119 which sets out the rights of the exclusive licensee.

23 Helman A.J. rejected the further interesting argument of the plaintiffs that since the distribution agreement provided that it was to be governed by the law of the State of Illinois, the U.S. “first sale” doctrine applied so that there was no copyright in any used machines imported from the USA and therefore no infringement of ss.37 and 38 of the *Copyright Act* 1968: see (1989) 15 I.P.R. 63, 83-84.

24 Since writing this comment, the Full Federal Court has allowed the appeal of the plaintiffs, Multicoin. The Court held that on its proper construction, the distribution agreement between the defendant and the American Corporation did *not* constitute the defendant an exclusive licensee and therefore the defendant had no standing to sue for the alleged infringement of copyright of the American Corporation, which was not a party to the proceedings. The Court added that, in any event, the defendant had failed to discharge the onus of proving that the importation would be without the licence of the copyright owner as required by s.37, there being no evidence before the trial judge that the American Corporation had not consented to the importation. Multicoin’s damages were increased to \$88,565 to take account of further importations the company would have made but for the defendant’s unjustifiable threat of legal proceedings: *Multicoin Amusement Pty. Ltd. v. Avel Pty. Ltd.* (1990) AIPC 90-646.

These cases serve to reinforce the effectiveness of the importation and sale provisions in ss.37 and 38 of the *Copyright Act 1968* in protecting the local licensee or exclusive licensee of copyright goods against possible competition from the importation of goods legitimately purchased overseas by an unlicensed Australian importer.

Report of the Copyright Law Review Committee

In September 1988, the Copyright Law Review Committee brought down its long-awaited report on *The Importation Provisions of the Copyright Act 1968* (the CLRC Report).²⁵ It is a lengthy document²⁶ which was some five years in the making.²⁷ The Report contains a careful analysis of the submissions made by the industries most directly concerned with copyright, namely, the book publishing industry; the sound recording and record industry; the film and video industry; and the computer software industry.

The submissions made by the various interested protagonists appear to have been fairly predictable. Thus, the copyright owners stressed the importance of the present provisions in maintaining an orderly market and distribution system which in turn enabled substantial support to be given to the encouragement of local authors, composers and performers. Repeal of the provisions could result in the Australian book market being flooded with cheap remaindered editions from overseas, and in the case of the recording and film industries make the fight against imported "pirate" copies even more difficult. There would be a decline in local industries dependent on copyright with consequent loss of employment and expertise. Those with a vested interest in importing works for commercial purposes sought at least some relaxation of the current provisions, pointing in particular to the difficulties and delays in obtaining more specialist works through local distribution channels, as well as the possibility of over-pricing and inefficient practices arising from the absence of competition. The CLRC expressed concern that: ". . . it has had very little input from consumer protection organisations. On the other hand, it has had very substantial input from copyright interests. Thus the material before the Committee lacks the degree of balance which the Committee would have preferred it to have."²⁸

Not without some diffidence²⁹, the CLRC favoured retention of the present provisions, whilst at the same time making recommendations to ameliorate, in effect, the problems of access to overseas material arising from the monopolistic situation engendered by the current provisions. The CLRC recommended the relaxation of the

25 Australian Government Publishing Service, Canberra.

26 The main body of the CLRC Report comprises 247pp., with a further 163pp of appendices, including in Appendix D a useful 90pp. historical and comparative analysis of the importation provisions in the United Kingdom, New Zealand, the United States, Canada, and Australia.

27 The reference had been given to the Copyright Law Review Committee in August 1983 by the then Commonwealth Attorney-General, Senator Gareth Evans.

28 CLRC Report, 241.

29 See CLRC Report, 242, para.196.

importation provisions in ss.37 (regarding words) and 102 (regarding subject-matter other than works) so as to permit the importation, without the licence of the copyright owner, of a non-pirated copyright article by a person engaged in trade or commerce, where:

- (i) The article is not available in Australia, and will not, within a reasonable time, be available in Australia, from the copyright owner or his or her licensee or agent; or
- (ii) Although the article is available in Australia, the importer has received a specific order in writing for it signed by the person requiring it, in which that person states that the article is not required for the purposes of trade or commerce.³⁰

The onus of establishing the matters in (i) and (ii) would be borne by the importer.

The CLRC's stated objective in recommending (i) above was to ensure that the Australian community would be able to obtain access to copyright articles within a reasonable time of their becoming available overseas.³¹ For the purposes of (i), an article would be taken to be unavailable in Australia if the importer, after reasonable investigation, was satisfied that the article could not be obtained in Australia from the copyright owner, or his or her licensee or agent, within a reasonable time. The reference to a "reasonable time" was included to take into account the time which is reasonably required in a particular industry for an Australian copyright owner to import or manufacture and market copies of the article.³² Provision should be made empowering the making of regulations prescribing, in relation to particular articles, the period which would be a reasonable time for the purposes of the recommendation.³³ An article would be taken to be available in Australia if there was lawfully available here an article which was "substantially similar" to that which the importer proposed to import.³⁴ An example proffered of the application of this, admittedly imprecise, expression was that it would be satisfied in the case of a book where an edition of the book (whether hardcover, softcover or paperback) was available which comprised essentially the entirety of the work the subject of the copyright.³⁵ Ancillary amendments would need to be made to the provisions concerning infringement of copyright by the sale of infringing copies in ss.38 and 103 to bring them into line with the proposed amendments to the importation provisions in ss.37 and 102.³⁶

In an earlier comment in this journal on the parallel importation provisions,³⁷ the present writer discussed *R.A. Bailey & Co. Ltd. v. Boccaccio Pty. Ltd.*³⁸ The defendant in that case was effectively prevented from importing into Australia bottles of the plaintiffs' liqueur

30 CLRC Report, 3-4.

31 *Id.*, 5.

32 *Id.*, 4.

33 *Id.*, 5.

34 *Ibid.*

35 *Id.*, 113. For examples in respect of sound recordings, see 183, para. 137.

36 *Id.*, 6.

37 See footnote 1 above.

38 (1986) 6 I.P.R. 279.

from an overseas supplier because of the subsistence of copyright in the labels on the bottles: in other words, Australian supplies of the liqueur had to be obtained through the local authorised distributor. At its public hearings, the CLRC discovered that the design of labels and packages in such a way as to make them the subject of copyright was not limited to the liquor industry but was common practise in other areas including tobacco products, perfumes and cosmetics.³⁹ The CLRC was: “. . . strongly of opinion that distributors of goods should not be able to control the market for their products by resorting to the subterfuge of devising a label or a package in which copyright will subsist.”⁴⁰ Accordingly, the CLRC recommended that there should be no infringement of the importation provisions where an article is imported and copyright subsists only in a work comprised in a label or mark affixed or attached to the article or its packaging, provided that the owner of the copyright had consented to the use of his or her work on the label or mark.⁴¹

The CLRC also recommended⁴² that the knowledge requirement in the importation provisions in ss.37 and 102 be brought into line with the offence provisions in s.132 as amended by the *Copyright Amendment Act* 1986: hence for the present expression “to his knowledge” would be substituted “if the person knows, or ought reasonably to know”. On the other hand, the CLRC considered that a person importing a non-pirated article ought not to be subject to criminal proceedings and sanctions: civil proceedings only should lie against the parallel importer of genuine goods.⁴³ Its final recommendation was that s.135, which concerns the giving of notice to the Comptroller-General of Customs for the seizure of infringing imported items, should not be confined as at present to “printed copies” of works but should be amended to cover reproductions of all kinds: the section should be further amended to apply for the benefit of exclusive licensees of copyright material as well as copyright owners.⁴⁴

Inquiry of the Prices Surveillance Authority into Book Prices

On the 19th June 1989, the Prices Surveillance Authority (PSA) was given approval by the Commonwealth Minister of State for Consumer Affairs to hold an inquiry into book prices. Some two months later, on the 31st August 1989, the PSA issued an Interim Report.⁴⁵ The stated objective of the latter⁴⁶ was to provide a fuller economic analysis of the importation provisions of the *Copyright Act* 1968 on

39 CLRC Report, 224, para.,179.

40 Id., 224, para. 181.

41 Id., 6.

42 Ibid.

43 Ibid.

44 Ibid. Apparently there is no record of Customs ever having received a notice under the present s.135, so the section would appear to be largely redundant in practise: see the CLRC Report, 230, para. 187.

45 Prices Surveillance Authority Inquiry Reports, Report No. 24, *Inquiry Into Book Prices: Interim Report*.

46 PSA Interim Report, 1.

prices and related issues of efficiency and economic welfare than the CLRC was able to undertake in its Report discussed above. From this standpoint, while recognising that there is a clear economic rationale for copyright protection, the PSA concluded that:

[T]he degree of copyright protection provided by the importation provisions is excessive. Those provisions extend rights from the legitimate areas of *production* into the realm of *distribution* . . . [T]hey provide publishers with an excessive degree of market power, resulting in high prices, a misallocation of resources and cost inefficiencies. Far from promoting cultural and literary endeavour, they act as a tax on Australia's access to such cultural enrichment.⁴⁷

The PSA considered that as an overwhelming net importer of books, Australia suffered a net loss in economic welfare from the operation of the importation provisions. It envisaged that a competitive market for books in Australia would result in lower prices; the introduction of competitive editions; a cost-effective system of distribution; improvement in availability; and a greater responsiveness to consumer preferences.⁴⁸

While generally endorsing the CLRC's proposals for relaxation of the importation provisions (although it would define "reasonable time" as simultaneous publication for new titles and two weeks for back orders), the PSA preferred to go much further. It recommended repeal of the importation provisions in relation to books, with two important exceptions, namely: (a) pirated books; and (b) books by Australian resident authors for which a separate Australian publishing contract was held. The latter exception was in recognition of the need for some protection of the local 'infant industry' of writing and publishing: even so, this exception for Australian literature should be limited to ten years. It was also proposed that the industry be given one year's notice of repeal of the provisions to enable it to adjust its operations for the new competitive environment. As the PSA pointed out, although its recommendations necessarily related only to books and could be implemented separately, its economic analysis of copyright applied equally to other areas affected by the importation provisions.⁴⁹

On the 19th December 1989, the PSA handed down its Final Report.⁵⁰ It remained unpersuaded by the fervent debate which had followed its radical recommendations for the repeal of the importation provisions in its Interim Report, and stood by its earlier economic analysis and recommendations. The PSA continued to maintain that the importation provisions had been used by publishers to exercise international price discrimination resulting in excessively high prices for books in Australia, and rejected the suggestion that its economic approach to the issue had been too narrow: "On the contrary, the

47 *Id.*, 70.

48 *Ibid.*

49 *Id.*, 71-73.

50 Prices Surveillance Authority Inquiry Reports, Report No.25, Inquiry Into Book Prices: Final Report.

Authority believes that the information, culture and learning contained in books is far too important to be priced out of the reach of many Australians and to be delayed by overseas publishers.’⁵¹

Proposed Amendments to the Importation Provisions in respect of Books

The Commonwealth Attorney-General, Mr Lionel Bowen, in a News Release of the 21st December 1989, announced the Federal Government’s intention to introduce amendments to the *Copyright Act 1968* in the Autumn 1990 session of Parliament to make “the flow of overseas books into Australia faster and cheaper”. The apparent intention is to amend the importation provisions so that the parallel importation of non-pirated copies of books would no longer be prohibited, except where the book was either first published in Australia, or published in Australia within 30 days of first publication overseas in a member country of the Berne Convention (and also presumably the Universal Copyright Convention, although this is not expressly stated). Even where a book fell within the exception and hence protected, *prima facie*, against the parallel importation of overseas copies of it, if it became unavailable for more than 90 days, parallel importation would be allowed until such time as the copyright owner was able to make supplies available again.

Furthermore, a bookseller’s request for the supply of the paperback version from the copyright owner would *not* be satisfied by an offer to supply hardback copies. Accordingly, if the paperback version was not supplied after 90 days, the bookseller would be able to import the paperback version from overseas, notwithstanding that the hardback version was available locally. A bookseller would also be enabled to import a copy of any book at any time to fill a documented order by a customer requiring it for non-commercial purposes: this would implement the recommendation in the CLRC Report discussed above.

These proposals only directly concern a limited relaxation of the importation provisions in respect of books.⁵²

51 *Id.*, 40.

52 The Chairman of the Prices Surveillance Authority, on publicly releasing the Authority’s Final Report into book prices discussed above, expressed disappointment that the Federal government had opted for a compromise solution between the recommendations of the PSA and the “proponents of mild reform”, and still hoped that the Federal Attorney-General would consider the recommendations of the PSA’s Final Report when drafting the proposed amendments to the importation provisions of the *Copyright Act 1968*: *The Australian* 5 January 1990, 2. At the time of writing, the PSA was conducting an inquiry into the price of records in Australia which may result in recommendations for easing the provisions of the *Copyright Act 1968* preventing the parallel importation of records for commercial purposes. The opposing views of the interested parties have been presented with considerable fervour: see *The Australian* 11 May 1990, 1, 4; *The Weekend Australian* 26 - 27 May 1990, 9.