

LOAN (SWISS FRANCS).

No. 9 of 1955.

An Act to approve the Raising of a Loan in Swiss Currency, and for purposes connected therewith.

[Assented to 23rd May, 1955.]

BE it enacted by the Queen's Most Excellent Majesty, the Senate, and the House of Representatives of the Commonwealth of Australia, as follows :—

1. This Act may be cited as the *Loan (Swiss Francs) Act 1955*. Short title.
2. This Act shall come into operation on the day on which it receives the Royal Assent. Commencement
3. In this Act—Definitions.
“the Loan Agreement” means the agreement made between the Commonwealth of the one part and Crédit Suisse, Swiss Bank Corporation and Union Bank of Switzerland (being

companies limited by shares and incorporated under the laws of Switzerland) of the other part, being the agreement set out in the Schedule to this Act ;

“ the Swiss Loan Trust Account ” means the Swiss Loan Trust Account established by the *Loan (Swiss Francs) Act 1954*.

Approval of
Loan
Agreement.

4. The Loan Agreement is approved.

Approval of
borrowing.

5.—(1.) The borrowing by the Treasurer, on behalf of the Commonwealth, of moneys not exceeding in the whole the sum of Sixty million francs, in Swiss currency, or the equivalent in other currencies, in accordance with the Loan Agreement, is approved.

(2.) The issuing of securities, in accordance with the Loan Agreement, is approved.

Application of
loan.

6. After payment of the expenses of borrowing, the proceeds in Australian currency of the moneys borrowed under the Loan Agreement shall be paid to the credit of the Swiss Loan Trust Account and the Loan Fund is, to the necessary extent, appropriated accordingly.

Repayment of
loan.

7. The Treasurer shall apply so much of the moneys standing to the credit of the Swiss Loan Trust Account as are required for the purpose in repayment, in accordance with the provisions of the Loan Agreement, of the moneys borrowed under that agreement.

National Debt
Sinking Fund
Act not to
apply to loan.

8. The *National Debt Sinking Fund Act 1923–1950* does not apply in relation to moneys borrowed under the Loan Agreement.

Payment of
interest.

9. Interest payable on the moneys borrowed under the Loan Agreement shall be paid out of the Consolidated Revenue Fund, which is, to the necessary extent, appropriated accordingly.

THE SCHEDULE.

Section 3.

LOAN AGREEMENT

made between

THE GOVERNMENT OF THE COMMONWEALTH OF AUSTRALIA, represented by Sir Arthur William Fadden, the Treasurer of the Commonwealth of Australia (acting under special powers),

hereinafter called “ the Government ”,

on the one part,

and the

CREDIT SUISSE, a Company limited by shares incorporated under the Laws of Switzerland, the principal office of which is at 8, Paradeplatz, Zurich, Switzerland, SWISS BANK CORPORATION, a Company limited by shares incorporated under the Laws of Switzerland, the principal office of which is at 1, Aeschenvorstadt, Basle, Switzerland,

THE SCHEDULE—continued.

UNION BANK OF SWITZERLAND, a Company limited by shares incorporated under the Laws of Switzerland, the principal office of which is at 45, Bahnhofstrasse, Zurich, Switzerland,

hereinafter collectively called "the Banks",

on the other part.

WHEREAS the Government desire to issue a public loan in Switzerland through the intermediary of the Banks, and

WHEREAS the Banks are prepared to underwrite such a loan upon the terms and conditions set out hereunder :

IT IS HEREBY AGREED AS FOLLOWS :

Article I

The Banks undertake to issue for public subscription in Switzerland, on behalf of the Government, a

3½% Loan of 1955

of Swiss Francs 60,000,000 (sixty million Swiss Francs).

The proceeds of this loan will be used to foster the industrial development in the Commonwealth of Australia and will no doubt contribute to stimulate the trade relations between the two countries.

Article II

The terms of the loan shall be as follows :

1. The loan shall be represented by 60,000 bearer bonds numbered 1 to 60,000 in denominations of Swiss Francs 1,000 nominal.
2. The bonds will bear interest at the rate of 3½% per annum payable semi-annually on 1st March and 1st September of each year. For this purpose, the bonds will be furnished with half-yearly coupons, the first of which will be due and payable on 1st September, 1955.
3. The Government undertake to repay the loan at par without previous notice at the latest on the 1st March 1970. They, however, reserve to themselves the right to redeem the loan either wholly or in part on 1st March 1965, or at any subsequent date at which interest is payable.

Should it be decided to call the total outstanding bonds, intention to do so must be announced to Credit Suisse, Zurich, on behalf of the Banks, ninety days beforehand.

Should part only of the bonds be called, the amount shall not be less than Swiss Francs 5,000,000 (five million Swiss Francs) nominal. For this purpose, bonds may be either purchased in the market or drawn for repayment at par or a portion of the bonds may be purchased in the market and a portion drawn for repayment at par ; in the event of bonds being drawn for repayment, the Government will give notice of forty-five days to Credit Suisse, Zurich, on behalf of the Banks.

Any drawing for the purpose of repayment in part of the loan shall be conducted by Credit Suisse in the presence of a Notary Public in Zurich, at a date at least thirty-five days before the date of repayment. The list of the drawn bonds shall be published in the newspapers mentioned under 9) hereunder. The drawn bonds cease to carry interest from the due date of repayment. They must be presented for repayment with all outstanding coupons attached ; the amount of coupons missing will be deducted from the sum due for repayment, but shall be paid on presentation until they become void by lapse of time.

4. Interest and capital will be paid in Swiss Francs at the following banks :

<p>Credit Suisse, Zurich, Swiss Bank Corporation, Basle, Union Bank of Switzerland, Zurich, Leu & Co's Bank Limited, Zurich, Banque Populaire Suisse, Berne, Groupement des Banquiers Privés Genevois, Geneva, Messrs. A. Sarasin & Cie, Basle, Private Bank and Trust Company, Zurich,</p>	}	as well as at all their offices in Switzerland
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at the face value of

Sw. fcs. 18.75 for each semi-annual coupon and
Sw. fcs. 1,000.—for each bond.

THE SCHEDULE—*continued.*

5. The payment of interest and capital will be exempt from all present or future Australian taxes or duties for bondholders not resident in the Commonwealth of Australia.
The Swiss federal tax on new issues as well as the Swiss coupon tax will be paid by the Government, the latter tax at the present rate of 2% in a lump sum. The interest on the bonds is, in accordance with the Swiss law at present ruling, not subject to the Swiss "compensation tax". Therefore, in accordance with Swiss tax legislation at present ruling, the bondholders will receive payment of the coupons in Switzerland without deduction of any Swiss taxes.
6. The Government undertake :
 - (a) that free transfer of the sums in Swiss Francs necessary for the payment of the interest and principal of the loan will be made in good time, and that these Swiss Francs shall be made fully available as they become due in all circumstances and outside the European Payments Union or any other bilateral or multi-lateral payment agreement or clearing agreement which may exist at the time of payment ;
 - (b) that payment of interest on and capital of this loan will be duly made to all bondholders in all circumstances without any limitations, notwithstanding any restrictions which may be in force in the Commonwealth of Australia at the time, irrespective of the nationality, residence or domicile of the bondholder, and without requiring any affidavit or other formalities.
7. The Government hereby undertake that, for the duration of this loan and until such time as it is completely repaid, they will not issue new loans ranking in priority to the present loan, unless they shall secure the present loan *pari passu* with such new loans.
8. Coupons will become void by lapse of time after a period of five years and the bonds after a period of ten years, calculated from their due dates.
9. All notices regarding this loan shall be published by the Credit Suisse and shall be valid if published in the *Feuille Officielle Suisse du Commerce* and in a daily newspaper in Zurich, Basle, Geneva, Berne and Lausanne.
10. Application will be made by the Banks for the admission and quotation of the loan on the Stock Exchanges of Zurich, Basle, Geneva, Berne and Lausanne, for the whole duration of the loan.
11. Any dispute which might arise between the bondholders on the one hand and the Government on the other hand, regarding the bonds or the coupons of the present loan, shall be governed by Swiss law and falls within the competence of the ordinary courts of the Canton of Zurich, with the possibility of appeal to the Swiss Federal Court of Justice in Lausanne. The bondholders are also at liberty to enforce their rights and to take legal action before the courts of the Commonwealth of Australia.
12. All provisions of the present article II will be printed on the bonds.

Article III

The Government offer to the Banks and the Banks jointly and severally agree to take firm the above described loan of

Swiss Francs 60,000,000 (sixty million) nominal
at the price of 99½%, less an underwriting commission of 2½%. The Government shall also pay to the Banks, in consideration of their services, a management fee of ½% on the nominal value of the loan.

The aforementioned price of 99½% has been fixed taking into account the state of the Swiss capital market and particularly the quotation of the 4% Australian loan 1953 on the Swiss Stock Exchanges at the time the present loan was negotiated, i.e. in mid-December, 1954.

It is agreed that the new Loan should at the time of issue offer to the subscriber a slightly more favourable yield than the 4% Australian issue of 1953 and the parties will consult with each other in this respect not later than fifteen days before the issue of the new Loan.

The Credit Suisse and the Swiss Bank Corporation will pay to the Government, not later than fifteen days after the close of the public subscription, the proceeds of the loan together with accrued interest at the rate of 3½% calculated from 1st March

THE SCHEDULE—continued.

1955, until the date of the payment, this latter date not being included, or, as the case may be, under deduction of interest at the rate of 3½% from the date of payment until the date interest will start running on the bonds. Such proceeds, under deduction of the underwriting commission and the management fee, as well as of the taxes and duties referred to in Article VI, lit. a) and b) hereafter will be placed in two equal amounts by the Credit Suisse, Zurich and the Swiss Bank Corporation, Basle, in Swiss Francs to the credit of the accounts to be opened with them in the name of the Commonwealth Bank of Australia for account of the Government. The disposal of the Swiss Franc proceeds is not subject to any restriction; the Swiss Francs will be freely convertible into any other currency. The Swiss Francs shall be at the free disposal of the Commonwealth Bank of Australia, outside the European Payments Union or any other bilateral or multilateral payment agreement or clearing agreement which may exist at the time of payment.

Article IV

Prior to the transfer of the proceeds of the loan to the Government in terms of Article III hereof, the Government shall deliver to the Credit Suisse, Zurich, for account of the Banks, a Scrip Certificate for the whole nominal amount of Swiss Francs 60,000,000 of bearer bonds to be issued. Such Scrip Certificate, which shall be established according to the draft annexed hereto marked "A", shall be returned to the Government upon delivery of the definitive bearer bonds, as provided in Article VII.

Article V

A Banking Syndicate will be formed, under the leadership of the Credit Suisse and the Swiss Bank Corporation, in order to offer the loan for public subscription in Switzerland, as soon as possible, at the price of 99½% (subject to the provisions of Art. III). The issue date will be fixed in agreement with the Government.

Article VI

The Government undertake to pay:

- (a) The Swiss tax on new issues of 1.20% on the capital amount of the loan and the Swiss Coupon tax due on the interest of the bonds at the present rate of 2%, the latter being payable in advance in a lump sum covering the whole duration of the loan.
- (b) The Swiss tax on negotiation of securities of one per mille and the cantonal tax of one tenth per mille, both payable once only at the issue of the loan and reckoned on the proceeds of the loan.
- (c) The expenses incurred for the printing of the bearer bonds in Switzerland and for their delivery to the various Swiss cities.
- (d) The expenses relating to the drawing of bonds for redemption and the publication of notices regarding this loan.
- (e) The expenses incurred in connexion with the admission and quotation of the loan, during its whole life, on the Stock Exchanges of Zurich, Basle, Geneva, Berne and Lausanne.

The expenses under lit. (c) to (e) are payable when ascertained and due.

On the other hand, the Banks shall bear all issue expenses, such as the expenses for the printing of the prospectus and application forms, as well as for advertising the public issue.

Article VII

The definitive bearer bonds will be established according to the drafts annexed hereto marked "B" and "C". They must comply with the prescriptions of the Association of the Swiss Stock Exchanges and with Australian Law. A proof of the bearer bonds will previously have to be approved by the Government and the Banks.

The Bonds will be delivered to the Banks not later than one hundred and twenty days after the close of the public subscription.

Article VIII

The Government undertake to furnish the Banks with all information and documentation required for the drawing up of the prospectus relating to the issue of this loan.

THE SCHEDULE—*continued.*

The Government will especially address to the three Banks a letter signed by the Treasurer of the Commonwealth of Australia. This letter, which will be reproduced in the prospectus, shall contain information regarding the purpose of the loan and brief indications of the economic and financial situation of the Commonwealth of Australia.

The Government also undertake to furnish the Banks in due time with full proof of the powers of the Government to enter into the present Agreement under Australian Law, and of the authority of the person or persons signing on behalf of the Government to do so upon their individual or joint signature or signatures.

Furthermore, the official part of the prospectus shall be signed by the Treasurer of the Commonwealth of Australia, on behalf of the Government.

Article IX

The Banks will undertake the necessary steps for the purpose of obtaining the admission and quotation of the loan during its whole life, on the Stock Exchanges of Zurich, Basle, Geneva, Berne and Lausanne.

Article X

The Government undertake to place at the disposal of the Credit Suisse, Zurich, the funds required in Swiss Francs for the payment of interest and capital, not later than eight days before the date on which they are due.

Any funds held by the Banks which will not be used as a consequence of the respective uncollected coupons and bonds having become void by lapse of time, will be returned by the Banks to the Government, after the periods mentioned in Article II, clause 8 of the present Loan Agreement have expired. The risks of any transfers, especially the risk of exchange, shall be borne by the Government.

The Government shall pay to the Banks the following commissions :

$\frac{1}{2}$ % on the nominal amount of coupons paid,
 $\frac{1}{2}$ % on the nominal amount of redeemed bonds,

as well as all expenses incurred in connexion with the forwarding of paid coupons and bonds to the Government.

The commission of $\frac{1}{2}$ % is not due on bonds purchased in the market as per Article II, sub. 3, but on such bonds the usual brokerage and expenses will be payable. The respective purchase orders shall be given by the Government to both the Credit Suisse and the Swiss Bank Corporation for one half each.

Any commissions or transfer taxes which might become due in Switzerland or in the Commonwealth of Australia in connexion with the funds placed at the disposal of the Credit Suisse for the service of the loan shall be borne by the Government.

The Banks may, at their discretion, appoint other sub-agents for the payment of interest and capital in Switzerland.

The Government undertake not to appoint any banks other than those forming part of the underwriting syndicate as paying-agents and not to pay to other banks any commission or remuneration for the collection of coupons and bonds without the consent of the Banks.

Article XI

The Banks reserve the right to withdraw from this Agreement if, until and including the last day prior to the date of the opening of public subscription, events should occur within the Commonwealth of Australia or in Switzerland, or elsewhere in the world, of a political, economic, financial, monetary or other character which, in the opinion of the Banks, would be such as to jeopardize the success of the public subscription. If the rate of exchange between the Swiss Franc and the Australian Pound should change, or a war should commence which involves any country in Europe or within the British Commonwealth of Nations, both the Government and the Banks will have the right to withdraw from this Agreement until and including the last day of the public subscription.

In case of such withdrawal by the Banks or by the Government, any appeal shall be excluded from either side. Should either party decide to withdraw from this Agreement, it shall notify the other party forthwith by cable, followed by registered letter.

THE SCHEDULE—continued.

Article XII

All correspondence regarding the present loan will be addressed by the Government to the Credit Suisse, Zurich, as the representative of the Banks.

Article XIII

This Loan Agreement and the rights and duties of the parties hereunder or arising hereout are based upon Swiss Law and shall be governed by the rulings of the ordinary courts of the Canton of Zurich, with the possibility of appeal to the Swiss Federal Court of Justice in Lausanne. The Banks or any bondholders will also be at liberty to enforce their rights before the courts of the Commonwealth of Australia.

Article XIV

This Agreement is subject to :

- (a) the approval of the Swiss National Bank and the Federal Authorities in Berne being obtained hereto and to the proceeds being freely convertible into any other currency. The Banks undertake to use their best endeavours to obtain such approvals without delay and to inform the Government as soon as such approvals have been obtained ;
- (b) the Banks obtaining an affirmative preliminary decision from the Swiss Admission Board in respect of the admission of the bonds on the Stock Exchanges of Zurich, Basle, Geneva, Berne and Lausanne. The Banks undertake to use their best endeavours to obtain such decision without delay and to inform the Government as soon as it has been obtained.

Article XV

It is recorded that the annexures " A ", " B " and " C " hereto form part of this Agreement.

THUS DONE AND SIGNED in four originals,
at Canberra on 1st February, 1955
for and on behalf of the

GOVERNMENT OF THE COMMONWEALTH OF AUSTRALIA
The Treasurer of the Commonwealth of Australia
A. W. FADDEN

at Zurich and Basle, on 12th January, 1955

CREDIT SUISSE	SWISS BANK CORPORATION
Reinhardt Zurlinden	S. Schweizer A. Schweizer
UNION BANK OF SWITZERLAND	
Jann	Budich

ANNEXURE " A "

COMMONWEALTH OF AUSTRALIA
3½% LOAN OF 1955 OF SWISS FRANCS 60,000,000 NOMINAL
SCRIP CERTIFICATE

established in accordance with the Loan Agreement dated 1955 and
representing a nominal amount of

Sixty Million Swiss Francs

of Bearer Bonds of the 3½% Loan of 1955 of the Commonwealth of Australia in favour of the Credit Suisse, Zurich, for account of the Credit Suisse, Swiss Bank Corporation, and Union Bank of Switzerland.

This Scrip Certificate shall be exchanged not later than 31st May, 1955 against the definitive Bearer Bonds provided with semi-annual coupons due 1st September, 1955 to 1st March, 1970.

Canberra, the

For the Government of the
COMMONWEALTH OF AUSTRALIA.

Treasurer :

No. 9.

Loan (Swiss Francs).

1955.

THE SCHEDULE—*continued.*

ANNEXURE " B "

BOND

COMMONWEALTH OF AUSTRALIA

3½% Loan of 1955

of

Swiss Francs 60,000,000

BOND No.

This Bond entitles the Bearer to receive the sum of
Swiss Francs 1,000
at the latest on 1st March, 1970 and interest thereon at the rate of 3½% per annum
in accordance with the terms and conditions endorsed hereon.
Canberra, the

For the Government of the
COMMONWEALTH OF AUSTRALIA

Treasurer :

ANNEXURE " C "

On reverse of Bond

COMMONWEALTH OF AUSTRALIA

3½% Loan of 1955

of

Swiss Francs 60,000,000

Conditions of the Loan

The terms of the loan are as follows :

1. The loan is represented by 60,000 bearer bonds numbered 1 to 60,000 in denominations of Swiss Francs 1,000.—nominal.
2. The bonds bear interest at the rate of 3½% per annum, payable semi-annually on 1st March and 1st September of each year. For this purpose, the bonds are furnished with half-yearly coupons, the first of which will be due and payable on 1st September, 1955.
3. The Government undertake to repay the loan at par without previous notice at the latest on the 1st March, 1970. They, however, reserve to themselves the right to redeem the loan either wholly or in part on 1st March, 1965, or at any subsequent date at which interest is payable.

Should it be decided to call the total outstanding bonds, intention to do so must be announced to Credit Suisse, Zurich, on behalf of the Banks, ninety days beforehand.

Should part only of the bonds be called, the amount shall not be less than Swiss Francs 5,000,000 (five million Swiss Francs) nominal. For this purpose, bonds may be either purchased in the market or drawn for repayment at par or a portion of the bonds may be purchased in the market and a portion drawn for repayment at par ; in the event of bonds being drawn for repayment, the Government will give notice of forty-five days to Credit Suisse, Zurich, on behalf of the Banks.

Any drawing for the purpose of repayment in part of the loan shall be conducted by the Credit Suisse in the presence of a Notary Public in Zurich, at a date at least thirty-five days before the date of the repayment. The list of the drawn bonds shall be published in the newspapers mentioned under 9) hereunder. The drawn bonds cease to carry interest from the due date of repayment. They must be presented for repayment with all outstanding coupons attached ; the amount of coupons missing will be deducted from the sum due for repayment, but shall be paid on presentation until they become void by lapse of time.

THE SCHEDULE—*continued.*

4. Interest and capital will be paid in Swiss Francs at the following banks :
- | | |
|--|---|
| Credit Suisse, Zurich,
Swiss Bank Corporation, Basle,
Union Bank of Switzerland, Zurich,
Leu & Co's Bank Limited, Zurich,
Banque Populaire Suisse, Berne,
Groupement des Banquiers Privés Genevois, Geneva,
Messrs. A. Sarasin & Cie., Basle,
Private Bank and Trust Company, Zurich,
at the face value of
Sw. fcs. 18.75 for each semi-annual coupon and
Sw. fcs. 1,000.—for each bond. | } as well as at all their
offices in Switzerland |
|--|---|
5. The payment of interest and capital will be exempt from all present or future Australian taxes or duties for bondholders not resident in the Commonwealth of Australia.
- The Swiss Federal tax on new issues as well as the Swiss coupon tax have been paid by the Government, the latter tax at the present rate of 2% in a lump sum. The interest on the bonds is, in accordance with the Swiss law at present ruling, not subject to the Swiss "compensation tax". Therefore, in accordance with Swiss tax legislation at present ruling, the bondholders will receive payment of the coupons in Switzerland without deduction of any Swiss taxes.
6. The Government undertake :
- a) that free transfer of the sums in Swiss Francs necessary for the payment of the interest and principal of the loan will be made in good time, and that these Swiss Francs shall be made fully available as they become due in all circumstances and outside the European Payments Union or any other bilateral or multilateral payment agreement or clearing agreement which may exist at the time of payment ;
 - b) that payment of interest on and capital of this loan will be duly made to all bondholders in all circumstances without any limitations, notwithstanding any restrictions which may be in force in the Commonwealth of Australia at the time, irrespective of the nationality, residence or domicile of the bondholder, and without requiring any affidavit or other formalities.
7. The Government hereby undertake that, for the duration of this loan and until such time as it is completely repaid, they will not issue new loans ranking in priority to the present loan, unless they shall secure the present loan *pari passu* with such new loans.
8. Coupons will become void by lapse of time after a period of five years and the bonds after a period of ten years, calculated from their due dates.
9. All notices regarding this loan shall be published by the Credit Suisse and shall be valid if published in the *Feuille Officielle Suisse du Commerce* and in a daily newspaper in Zurich, Basle, Geneva, Berne and Lausanne.
10. Application will be made by the Banks for the admission and quotation of the loan on the Stock Exchanges of Zurich, Basle, Geneva, Berne and Lausanne, for the whole duration of the loan.
11. Any dispute which might arise between the bondholders on the one hand and the Government on the other hand, regarding the bonds or the coupons of the present loan, shall be governed by Swiss law and falls within the competence of the ordinary courts of the Canton of Zurich, with the possibility of appeal to the Swiss Federal Court of Justice in Lausanne. The bondholders are also at liberty to enforce their rights and to take legal action before the courts of the Commonwealth of Australia.

No. 9.

Loan (Swiss Francs).

1955.

THE SCHEDULE—*continued.*

COUPON

COMMONWEALTH OF AUSTRALIA	
3½% Loan of 1955	Swiss Francs 18.75
Bond of Swiss Francs 1,000	
No. <u> </u>	Coupon No. 1
Coupon due September 1st 1955	

On reverse side of above coupon

Coupon payable in Switzerland in Swiss Francs at all offices of :
Credit Suisse
Swiss Bank Corporation
Union Bank of Switzerland
.....
.....
.....