

WINE EXPORT BOUNTY.

No. 23 of 1924.

An Act to provide for the Payment of Bounty on the Export of Fortified Wine.

[Assented to 17th September, 1924.]

BE it enacted by the King's Most Excellent Majesty, the Senate, and the House of Representatives of the Commonwealth of Australia, for the purpose of appropriating the grant originated in the House of Representatives, as follows :—

Preamble.

1. This Act may be cited as the *Wine Export Bounty Act 1924*.

Short title.

2. In this Act, unless the contrary intention appears—

Definition.

“fortified wine” means wine, the produce of Australia, which is the fermented juice of the grape and which has been fortified so as to contain not less than thirty-four per centum of proof spirit.

3. There shall be payable out of the Consolidated Revenue Fund, which is hereby appropriated accordingly, the bounty specified in this Act.

Appropriation for payment of bounty.

4. The bounty under this Act shall be payable in respect of fortified wine exported from the Commonwealth on or after the first day of September One thousand nine hundred and twenty-four and on or before the thirty-first day of August One thousand nine hundred and twenty-seven.

Specification of bounty.

5. The rate of bounty payable under this Act shall be Four shillings per gallon.

Rate of bounty.

6. The bounty shall be payable to the exporter of the fortified wine.

To whom bounty payable.

7.—(1.) Every claimant of bounty under this Act shall supply with his claim a certificate stating the quantity of Doradillo grapes purchased by him from each supplier thereof during the two years immediately preceding the date of exportation of the fortified wine in respect of which bounty is claimed, and the name of each supplier of, and the amount paid to each supplier for, such Doradillo grapes.

Conditions of payment of bounty.

(2.) Before any claim for bounty is paid the Minister may require the claimant to furnish, and the claimant shall thereupon furnish, such information as to the correctness or otherwise of the certificates

supplied in accordance with the last preceding sub-section as the Minister deems necessary.

Bounty not payable unless Act complied with.

8. No bounty shall be authorized to be paid unless the exporter of the fortified wine furnishes proof to the satisfaction of the Minister that the requirements of this Act and the regulations have been complied with.

Wine to be of good quality.

9 No bounty shall be payable in respect of any fortified wine which is not of good and merchantable quality.

Price of Doradillo grapes used in production.

10. The Minister may withhold the whole or any part of the bounty if he finds that a price, which in his opinion was less than a reasonable price, was paid for any Doradillo grapes used in the production of the fortifying spirit contained in the wine in respect of which the bounty is claimed.

Accounts to be kept.

11.—(1.) A claimant for bounty shall keep proper and separate books of account showing in detail—

- (a) the quantity of Doradillo grapes purchased by him ;
- (b) the amount paid to each supplier of the Doradillo grapes ;
- (c) the name and address of the supplier ; and
- (d) such other particulars as the Minister from time to time requires.

(2.) All books of account kept by a claimant under this section and all documents in the possession of, or under the control of, the claimant relating to Doradillo grapes shall at all reasonable times be open to inspection and audit by any person authorized in that behalf by the Minister and that person may, upon inspection or audit, make and take away extracts from those books of account and documents.

Offences against Act.

12. No person shall—

- (a) obtain any bounty which is not payable ;
- (b) obtain payment of any bounty by means of any false or misleading statement ; or
- (c) present to any officer or other person doing duty in relation to this Act or the regulations, any document, or make to any such officer or person any statement, which is false in any particular.

Penalty : One hundred pounds or imprisonment for twelve months.

Returns to be laid before Parliament.

13. A return setting forth—

- (a) the names of all persons to whom bounties are paid under this Act ;
- (b) the amounts of all such bounties ; and
- (c) such other particulars as are prescribed,

shall be prepared in the month of July in each year, and shall be laid before both Houses of the Parliament within thirty days after its preparation if the Parliament is then sitting, and, if not, then within thirty days after the next meeting thereof.

14. The Governor-General may make regulations, not inconsistent with this Act, prescribing all matters which by this Act are required or permitted to be prescribed, or which are necessary or convenient to be prescribed, for carrying out or giving effect to this Act, and in particular for prescribing penalties not exceeding Fifty pounds or imprisonment for a period not exceeding three months for any breach of the regulations.

Regulations.

WIRELESS AGREEMENT.

No. 24 of 1924.

An Act to approve the Agreement made between His Majesty's Government of the Commonwealth of Australia and Amalgamated Wireless (Australasia) Limited.

[Assented to 17th September, 1924.]

BE it enacted by the King'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 *Wireless Agreement Act 1924*.

Short title.

2. The Agreement made between His Majesty's Government of the Commonwealth of Australia and Amalgamated Wireless (Australasia) Limited (a copy of which is set forth in the Schedule to this Act) is approved.

Approval of Agreement.

THE SCHEDULE.

AN AGREEMENT made the twentieth day of August One thousand nine hundred and twenty-four between THE COMMONWEALTH OF AUSTRALIA (hereinafter called "the Commonwealth") of the one part and AMALGAMATED WIRELESS (AUSTRALASIA) LIMITED of Sydney in the State of New South Wales (hereinafter called "the Company") of the other part WHEREAS by an Agreement dated the twenty-eighth day of March One thousand nine hundred and twenty-two made between the parties hereto (hereinafter referred to as "the Principal Agreement") the Company agreed with the Commonwealth to do certain things therein set forth AND WHEREAS in pursuance of Clause twelve of the Principal Agreement the Company has entered into an agreement with Marconi's Wireless Telegraph Company Limited (hereinafter called "the Marconi Company") providing for the erection and operation of the stations mentioned in sub-clauses (f) and (g) of Clause 5 of the Principal Agreement which