

Serial Number 1941/36.



**THE PRICE STABILIZATION EMERGENCY REGULATIONS 1939,
AMENDMENT NO. 1.**

C. L. N. NEWALL, Governor-General.

ORDER IN COUNCIL.

At the Government Buildings at Wellington, this 5th day of
March, 1941.

Present:

THE RIGHT HON. P. FRASER PRESIDING IN COUNCIL.

PURSUANT to the Emergency Regulations Act, 1939, His Excellency the Governor-General, acting by and with the advice and consent of the Executive Council, doth hereby make the following regulations.

REGULATIONS.

1. These regulations may be cited as the Price Stabilization Emergency Regulations 1939, Amendment No. 1.

2. These regulations shall be read together with the Price Stabilization Emergency Regulations 1939,* and also with the Control of Prices Emergency Regulations 1939.†

3. (1) Clause 5 of the Price Stabilization Emergency Regulations 1939 is hereby amended by inserting, after the word "same" wherever it occurs in that clause, the words "or substantially the same".

(2) In any proceedings for an offence against the said clause it shall be a matter of fact, determinable by the Court, whether or not any goods are or were of substantially the same nature and quality as any other goods, or were sold in substantially the same quantity as any other goods, or whether or not the terms of the sale of any goods were substantially the same as the terms of the sale of any other goods.

(3) The foregoing provisions of this clause shall apply in respect of goods sold before the making of these regulations unless in any proceedings with respect to the sale of those goods, it is proved to the satisfaction of the Court that any variation in the nature, quality, or quantity of the goods (in relation to any other goods) or any

* Statutory Regulations 1939, Serial number 1939/122, page 574.

† Statutory Regulations 1939, Serial number 1939/275, page 1057.

variation in the terms of the sale of any goods (in relation to the terms of the sale of any other goods) was made for a good and sufficient reason and was not made for the purpose of evading liability under the Price Stabilization Emergency Regulations 1939.

(4) In any proceedings for an offence against clause 5 of the said regulations the onus of proving, in respect of any goods, that any variation of nature, quality, or quantity (in relation to any other goods), or that any variation of the terms of sale (in relation to the terms of sale of any other goods), is or was a substantial variation within the meaning of this clause shall be on the defendant.

4. (1) For the purposes of clause 5 of the Price Stabilization Emergency Regulations 1939 a person who did not sell any goods of a particular kind or class on the fixed day shall be deemed to have been willing on that day to sell goods of such kind or class at the same price and on the same terms and conditions in all respects as when he last sold goods of that kind or class before the fixed day.

(2) Where in any proceedings for an offence under the said clause it is proved that the defendant, on any date subsequent to the fixed day, sold goods at a certain price, that price shall, unless the defendant proves the contrary, be presumed by the Court to be not less than the price at which on the fixed day he sold or was willing to sell goods of the same nature and quality, on the same terms as to payment, delivery, or otherwise. In any proceedings to which this subclause applies it shall not be necessary to produce evidence as to the actual price at which the defendant sold or was willing to sell any such goods on the fixed day.

(3) For the purposes of clause 6 of the Price Stabilization Emergency Regulations 1939 a person who did not perform any services of a particular kind on the fixed day shall be deemed to have been willing on that day to perform such services at the same rate or for the same fee as was charged in respect of services of the same kind last performed and charged for by him before the fixed day.

5. (1) In this clause the expression "new line of goods" means any kind or class of goods that were not sold in any given locality on the fixed day or at any time before the fixed day.

(2) In the exercise of the powers conferred on it by the Control of Prices Emergency Regulations 1939 the Tribunal may require any person who in any locality is engaged in selling any new line of goods (hereinafter in this clause referred to as the vendor) to submit to the Tribunal such particulars as will enable it to determine whether or not the price charged by the vendor for such goods is fair and reasonable.

(3) With respect to any new line of goods the Tribunal may make an order limited in its application to the vendor or vendors named therein, but in all other respects in accordance with the provisions of clause 17 of the Control of Prices Emergency Regulations 1939 as to Price Orders.

(4) The provisions of clause 20 of the Control of Prices Emergency Regulations 1939 shall apply with respect to orders made under this clause as if such orders were Price Orders within the meaning of those regulations.

(5) Any order made under this clause may be at any time amended or revoked by the Tribunal.

6. (1) The Price Stabilization Emergency Regulations 1939 and the Control of Prices Emergency Regulations 1939 shall apply, and be deemed at all times heretofore to have applied, with respect to transactions that involve the sale or other disposition of goods and also the performance of services.

(2) The regulations referred to in the last preceding subclause shall apply, and be deemed at all times heretofore to have applied, to sales of goods and the performance of services by any local authority or public body, and to transactions involving the sale or other disposition of goods and also the performance of services by any such local authority or public body, notwithstanding the fact that the local authority or public body may, by virtue of any Act of general or special application, be authorized to provide such goods or services and to fix prices or charges therefor.

7. Every person commits an offence against the Control of Prices Emergency Regulations 1939, and shall be liable accordingly who—

- (a) Without the authority in writing of the Price Tribunal, issues any price-list or similar document containing a statement to the effect that all or any of the prices mentioned therein have been approved by the Tribunal (whether or not they have in fact been so approved); or
- (b) Without the authority in writing of the Tribunal, fixes in respect of any goods or services a price or charge expressed to be subject to adjustment or alteration after the giving by the Tribunal of any decision that may affect the price or charge; or
- (c) Without the authority in writing of the Tribunal—
 - (i) Packs or puts up any goods for sale in a container of a size smaller than any container theretofore ordinarily used by him for goods of that kind; or
 - (ii) Packs or puts up for sale in any container a quantity of goods smaller than the quantity of such goods theretofore ordinarily packed or put up by him in a container of the same size; or
- (d) Alters, to the prejudice of the user, the formula or recipe theretofore ordinarily used by him in the production or manufacture of any goods; or
- (e) Manufactures any goods of a quality inferior to the quality of similar goods theretofore manufactured by him or by a predecessor in business.

8. (1) This clause shall apply only with respect to goods of a kind or class to which it is from time to time applied by the Tribunal by notice given by advertisement in one or more newspapers or given in such other manner as in the opinion of the Tribunal is sufficient. Any notice under this subclause may be of general application throughout New Zealand or its application may be limited to any locality specified therein.

(2) Every retailer engaged in selling any goods to which a notice under this clause applies shall, at all times while the notice is in force, keep prominently displayed in his shop, so as to be easily read by

customers, printed or written notices showing particulars of former selling-prices and of new selling-prices, or showing rates or amounts of increases in prices. Every such notice shall contain a certificate to the effect that any increased prices have been duly authorized and that such prices are not applicable to any former stocks that were not included in the authority to increase prices.

9. Every person carrying on any business which includes the production, manufacture, sale, or supply of any goods, or the supply of any service, shall, for the purposes of these regulations, keep proper books and accounts and costing records, and shall preserve such books and accounts and costing records, including all invoices and copies of invoices, and all vouchers, agreements, correspondence, cables, telegrams, and other documents relating to his purchases, costs, and sales.

10. (1) Clause 16 of the Control of Prices Emergency Regulations 1939 is hereby amended by omitting all words after the word "certificate", and substituting the words "under the seal of the Tribunal has been produced to the Court that the matter has been so investigated".

(2) In any certificate given by the Tribunal for the purposes of the said clause the Tribunal may, if it thinks fit, include particulars as to its findings and any recommendations that it thinks fit to make with respect to the subject-matter.

11. For the purpose of clause 18 of the Control of Prices Emergency Regulations 1939 the expression "competent authority", in relation to the fixation of prices, shall not be deemed to include any local authority or public body acting under the authority of any public Act or local Act.

C. A. JEFFERY,
Clerk of the Executive Council.

Issued under the authority of the Regulations Act, 1936.

Date of notification in *Gazette* : 6th day of March, 1941.

These regulations are administered in the office of the Price Tribunal.