

[The Price Order set out below replaces Price Order No. 190 as published in *Gazette* No. 5 of the 3rd February, 1944, at page 94, wherein the several wholesale prices per pound for fruit sold "otherwise than in Crates or Trays" or "otherwise than in Half-cases or Quarter-cases" erroneously appeared under the heading "Retail" in the Schedule.]

Price Order No. 190 (Apricots, Peaches, Plums, Raspberries)

PURSUANT to the powers conferred on it by the Control of Prices Emergency Regulations 1939,* the Price Tribunal, acting with the authority of the Minister of Industries and Commerce, doth hereby make the following Price Order:—

PRELIMINARY

1. This Order may be cited as Price Order No. 190, and shall come into force on the 4th day of February, 1944.
2. (1) Price Orders No. 183† and No. 187‡ are hereby revoked.
- (2) The revocation of the said Price Orders shall not affect the liability of any person for any offence in relation thereto committed before the coming into force of this Order.
3. (1) In this Order, unless the context otherwise requires,—
 - "The said regulations" means the Control of Prices Emergency Regulations 1939*:
 - "Grower", in relation to apricots, peaches, plums, or raspberries, means a person engaged in the business of growing any such fruit for sale:
 - "Crate of three trays", in relation to apricots, peaches, or plums, means a "three-tray" package of the kind numbered 4 in the First Schedule to the New-Zealand-grown Fruit Regulations 1940§, and containing or reputed to contain approximately 8 lb. in each tray:
 - "Half-case", in relation to apricots, peaches, or plums, means a case of the kind numbered 6 in the said First Schedule, and containing or reputed to contain approximately 18 lb. of apricots or peaches or approximately 20 lb. of plums:
 - "Quarter-case", in relation to apricots, peaches, or plums, means a case of the kind numbered 9 in the said First Schedule, and containing or reputed to contain approximately 9 lb. of apricots or peaches or approximately 10 lb. of plums:
 - "Commercial user" means a person engaged in the business of canning or of otherwise processing or compounding apricots, peaches, plums, or raspberries that are not intended for immediate consumption:
 - "Wellington Metropolitan Area" means the cities of Wellington and Lower Hutt, the boroughs of Petone and Eastbourne, and the town district of Johnsonville.
- (2) Terms and expressions defined in the said regulations have, when used in this Order, the meanings severally assigned thereto by those regulations.

GRADING OF FRUIT TO WHICH THIS ORDER APPLIES

4. (1) Any apricots, peaches, or plums to which this Order applies may be graded by the grower in accordance with the system of grading in operation with respect to such fruits in the 1942-43 season, or may be sold as ungraded.
- (2) Only fruit that has been graded as "special selected dessert" or "special" or "extra fancy" may be packed in trays, and each such tray shall be legibly branded with the words "special selected dessert", or "special", or "extra fancy", as the case may be. No ungraded fruit and no fruit graded otherwise than as "special selected dessert" or "special" or "extra fancy" as aforesaid shall be packed in trays.
- (3) All apricots, peaches, or plums that are sold by a grower in half-cases or quarter-cases shall be graded as "dessert" or "fancy" or shall be ungraded. No such fruit shall be graded as "dessert" or "fancy" unless it conforms, with respect both to quality and size, to the standard fixed for "dessert" or "fancy" grade fruit.
- (4) Every half-case or quarter-case of apricots, peaches, or plums that has been graded "dessert" or "fancy" in accordance with this clause shall be legibly branded with the words "dessert" or "fancy", as the case may be, and every half-case or quarter-case of ungraded fruit shall be legibly branded with the word "ungraded" or shall be left unbranded.
5. (1) Any wholesaler or retailer may sell or offer for sale as ungraded any graded apricots, peaches, or plums acquired by him, or may sell or offer for sale as "dessert" or "fancy" any apricots, peaches, or plums that have been acquired by him as "special selected dessert" or "special" or "extra fancy".
- (2) Except as provided in the last preceding subclause, no wholesaler or retailer shall grade or regrade any fruit to which this Order applies.

APPLICATION OF THIS ORDER

6. (1) This Order applies with respect to all apricots, peaches, plums, and raspberries grown in New Zealand and sold within any of the periods specified in the Schedule hereto.
- (2) The maximum prices fixed by this Order apply with respect to sales by auction, as well as to other sales.
- (3) Notwithstanding anything to the contrary in this Order, any customary trade practice with respect to charges for cases or other containers, and with respect to allowances for the return thereof, shall continue to be observed by growers, wholesalers, and retailers.
7. The provisions of this Order shall apply notwithstanding that any fruit to which the Order is applicable is sold otherwise than by weight or is sold otherwise than in a container of a kind specified in the Schedule hereto.

MAXIMUM WHOLESALE PRICES

8. (1) All approvals given by the Tribunal with respect to any kind of fruit of the 1942-43 season sold by a wholesaler to a commercial user for the purposes of his business (including any terms and conditions subject to which any such approval was given) are hereby extended to apply to sales (during the corresponding periods of the current season or of any subsequent season) of any fruit of a like kind to which this Order applies, and the maximum price that may be charged or received by any wholesaler for fruit sold to a commercial user as aforesaid shall be determined in accordance with the particular approval that is appropriate thereto.
- (2) Except as provided in the last preceding subclause, and subject to the following provisions of this clause, the maximum wholesale price of any fruit to which this Order applies shall be determined in accordance with the Schedule hereto.
- (3) The wholesale prices prescribed in the Schedule hereto are fixed as for delivery at the wholesaler's store or other premises from which delivery to the purchaser is effected.
- (4) Where delivery is effected by a wholesaler elsewhere than at premises occupied by him he may add to the appropriate price fixed in accordance with the Schedule hereto the reasonable cost of delivery, not exceeding in any case the cost that would have been incurred by him if delivery had been effected by a common carrier at current freight rates.

MAXIMUM RETAIL PRICES

9. (1) Subject to the provisions of this clause the maximum retail price per pound of any fruit to which this Order applies shall not exceed the sum of the following amounts:—
 - (a) The price per pound actually paid or payable by the retailer for the fruit:
 - (b) The transport charges (if any) actually paid or payable by the retailer in respect of each pound of the fruit:
 - (c) An amount equal to 40 per cent. of the sum of the amounts specified in paragraphs (a) and (b) hereof.
- (2) The retail price of any fruit computed in accordance with the last preceding subclause shall be calculated by reference to the prices and weights disclosed in the appropriate invoices.
- (3) In computing the price per pound or the transport charges per pound paid or payable by a retailer for or in respect of any fruit, the total price or transport charges paid or payable by him for any lot of fruit shall be divided by the reputed number of pounds of fruit comprised in the lot, and the result shall be deemed to be the price per pound or the transport charges per pound paid or payable by the retailer as aforesaid.
- (4) Notwithstanding anything to the contrary in the foregoing provisions of this clause, the maximum retail price of any fruit to which this Order applies shall not in any case exceed a price computed at the appropriate rate or rates prescribed in the Schedule hereto.
- (5) If in respect of any lot of fruit sold by a retailer the maximum price calculated in accordance with the foregoing provisions of this clause is not an exact number of pence or half-pence, the maximum price of the lot shall be computed to the nearest upward halfpenny.

DUTIES IMPOSED ON RETAILERS FOR PURPOSES OF THIS ORDER

10. Every retailer who sells or offers or exposes for sale any fruit to which this Order applies shall keep for a period of not less than two months a record showing with respect to every purchase of such fruit made by him by way of wholesale the following particulars:—
 - (a) The date of purchase:
 - (b) The name and address of the wholesaler from whom any such fruit was purchased:
 - (c) The trade description of the fruit purchased:
 - (d) The number of cases, crates, and other containers:
 - (e) The price paid.
11. (1) Every retailer who offers or exposes for sale in any shop any apricots, peaches, or plums to which this Order applies shall keep in a prominent position, in such proximity to the fruit to which it relates as to be obviously descriptive thereof, a ticket, placard, or label on which shall be stated in legible and prominent characters the following particulars:—
 - (a) The retail price per pound of the fruit:
 - (b) In the case of graded fruit, the words "special selected dessert", "special", "extra fancy", "dessert", or "fancy" (whichever description may be appropriate in the circumstances):
 - (c) In the case of ungraded fruit, the word "ungraded".

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

† *Gazette*, 23rd December, 1943, Vol. III, page 1537.

‡ *Gazette*, 20th January,

1944, Vol. I, page 46. § Statutory Regulations 1940, Serial number 1940/195, page 621.