

Price Order No. 269 (New-Zealand-grown Citrus Fruits)

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:—

1. This Order may be cited as Price Order No. 269, and shall come into force on the 21st day of August, 1944.
2. (1) Price Order No. 180† is hereby revoked.
- (2) The revocation of the said Price Order 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,—
 - “Bushel case” means a package of the kind numbered 1 in the First Schedule to the New-Zealand-grown Fruit Regulations 1940‡, as substituted by Regulation 6 of the New-Zealand-grown Fruit Regulations 1940, Amendment No. 3§ :
 - “Three-quarter-bushel case” means a package of the kind numbered 3 in the said First Schedule :
 - “Half-bushel case”,—
 - (a) In relation to Meyer lemons, means a package of the kind numbered 6 in the said First Schedule ; and
 - (b) In relation to other citrus fruit to which this Order applies, means a package of the kind numbered 5 in the said First Schedule :
 - “Quarter-bushel case” means a package of the kind numbered 7 or 9 in the said First Schedule.
- (2) References in this Order to grades are references to grades determined in accordance with the New-Zealand-grown Fruit Regulations 1940‡.
- (3) Terms and expressions defined in the Control of Prices Emergency Regulations 1939,* when used in this Order, have the meanings severally assigned thereto by those regulations.
4. The maximum prices fixed by this Order include the prices of cases or other containers.

APPLICATION OF THIS ORDER

5. This Order applies with respect to all New-Zealand-grown citrus fruits, including Meyer lemons, but not including any other kind of lemons.
6. The maximum prices fixed by this Order apply with respect to sales by auction as well as to other sales.
7. (1) The provisions of this Order as to maximum wholesale prices shall apply notwithstanding that any fruit to which this Order applies is sold otherwise than in bushel cases, three-quarter-bushel cases, half-bushel cases, or quarter-bushel cases.
- (2) If any lot of fruit to which this Order applies is sold by a wholesaler otherwise than in a case of one of the sizes specified in the last preceding subclause, the maximum price of the lot shall be determined as follows:—
 - (a) Where the fruit (other than Meyer lemons) in the lot is over a bushel, the price of the lot shall bear the same proportion to the maximum price of a bushel-case lot as the net weight of the lot bears to the customary net weight of a bushel case :
 - (b) Where the fruit (other than Meyer lemons) in the lot is over three-quarters of a bushel but is less than a bushel, the price of the lot shall bear the same proportion to the maximum price of a three-quarter-bushel-case lot as the net weight of the lot bears to the customary net weight of a three-quarter-bushel case :
 - (c) Where any lot of Meyer lemons is over three-quarters of a bushel (whether or not the lot exceeds one bushel), the price of the lot shall bear the same proportion to the maximum price of a three-quarter-bushel-case lot as the net weight of the lot bears to the customary net weight of a three-quarter-bushel case :
 - (d) Where the fruit in the lot is over a half-bushel but is less than three-quarters of a bushel, the price of the lot shall bear the same proportion to the maximum price of a half-bushel-case lot as the net weight of the lot bears to the customary net weight of a half-bushel case :
 - (e) Where the fruit in the lot is over a quarter-bushel but is less than a half-bushel, the price of the lot shall bear the same proportion to the maximum price of a quarter-bushel-case lot as the net weight of the lot bears to the customary net weight of a quarter-bushel case.

MAXIMUM WHOLESALE PRICES

8. (1) Subject to the provisions of this clause, the maximum wholesale price of any Meyer lemons to which this Order applies shall be the appropriate price prescribed in the First Schedule hereto.
- (2) Subject to the provisions of this clause, the maximum wholesale price of any other citrus fruit to which this Order applies shall be the appropriate price prescribed in the Second Schedule hereto.
- (3) The wholesale prices fixed by this Order 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 First or Second 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 that may be charged or received by any retailer for any fruit to which this Order applies shall be at the rate of a price per pound equal to 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 for each pound of the fruit (not exceeding in any case the charges that would have been incurred if delivery had been effected by a common carrier at current freight rates) :
 - (c) An amount equal to 40 per cent. of the several amounts specified in paragraphs (a) and (b) hereof, provided, however, that the amount added in respect of transport charges shall not exceed an amount calculated at the rate of 6d. for a three-quarter-bushel case (in the case of Meyer lemons) or 6d. for a bushel case in the case of any other fruit to which this Order applies.
- (2) The retail price of any citrus fruit, computed in accordance with the last preceding subclause, shall be calculated by reference to the prices and grades disclosed in the appropriate invoices.
- (3) No citrus fruit to which this Order applies shall be sold or offered or exposed for sale by any retailer otherwise than at the appropriate retail price per pound fixed by this Order.
- (4) Notwithstanding anything to the contrary in the foregoing provisions of this clause, but subject to the provisions of the next succeeding subclause, the retail price of any Meyer lemons to which this Order applies shall not exceed the price prescribed in the Third Schedule hereto, and the retail price of any other citrus fruit to which this Order applies shall not exceed the price prescribed in the Fourth Schedule hereto.
- (5) If in respect of any lot of fruit to which this Order applies the transport charges exceed an amount calculated at the rate of 6d. for a three-quarter-bushel case (in the case of Meyer lemons) or 6d. for a bushel case in the case of any other citrus fruit to which this Order applies, the prices prescribed in the Third and Fourth Schedules respectively may be correspondingly increased by an amount not exceeding the rate per pound of such excess.
- (6) If in respect of any lot of citrus 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.
10. Every retailer who offers or exposes for sale in any shop any citrus fruit 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) The grade of the fruit :
 - (c) Except in the case of Meyer lemons, the words “Grown in New Zealand” :
 - (d) In the case of Meyer lemons, the word “Meyer”.

11. Every retailer who offers or exposes for sale any citrus 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 citrus fruits 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 the fruit was purchased :
 - (c) The description and grade of the fruit :
 - (d) The number of cases of each grade purchased and the net weight of each case :
 - (e) The price paid.

* Statutory Regulations 1939, Serial No. 1939/275, page 1075.
1940, Serial number 1940/195, page 621.

† Gazette, 29th November, 1943, Vol. III, page 1419.
‡ Statutory Regulations 1943, Serial number 1943/153, page 345.

‡ Statutory Regulations